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Purchased by : K S O U MYSORE
Description of Document : Article 12 Bond
Description : AGREEMENT
Consideration Price (Rs.) : 0 (Zero)
First Party : K S O U MYSORE
Second Party : OPJS UNIVERSITY
Stamp Duty Paid By : K S O U MYSORE
Stamp Duty Amount (Rs.) : 100 (One Hundred only)

Memorandum of Understanding
Between
KARNATAKA STATE OPEN UNIVERSITY
MUKTHAGANGOTRI, MYSORE
AND
OPJS, UNIVERSITY
Rawatsar Kunjla, Near Sankhu Fort Raigarh to Jhunjhunu Road
Raigarh(Sadulpur), Rajasthan
3) OPJS UNIVERSITY shall ensure quality delivery of the course by collaborating with study centers, which will provide the necessary infrastructure.

4) OPJS UNIVERSITY shall satisfy itself about the capabilities of these centers.

5) Shall not make any financial commitment for and on behalf of KSOU or create financial liability binding KSOU under this Agreement or in any manner.

6) KSOU shall have no legal, financial or any other responsibility towards any employee working at the study centers, identified by OPJS UNIVERSITY and approved by KSOU.

7) Each study center shall need recognition by the First Party on each case depending on the merits of each case and such study centers shall pay a non-refundable deposit of Rs.50,000 (Rs. Fifty thousand Only).

8) In recognizing the study center the procedure and the standards to be followed will be the same as detailed in the Karnataka State Open University Act 1992 and each study center so recognized will be only a functional (not legally) study center of the First Party.

9) OPJS UNIVERSITY shall launch the programs only after the printing of study material is over through recognized centres and online mode.

10) OPJS UNIVERSITY shall admit a minimum of 20 candidates per programme.

11) OPJS UNIVERSITY shall follow the course curriculum approved by the Board of Studies as, constituted by KSOU.

12) OPJS UNIVERSITY shall undertake to maintain the secrecy and confidentiality of the KSOU developed course, syllabus and study material which will remain the property of KSOU during the currency of the MOU or lapse there of.

13) OPJS UNIVERSITY shall accept admission forms from the students through study centers, along with fees prescribed as per norms of this MOU, payable to KSOU in the form of a Demand Draft / Pay order favoring "The Finance Officer, Karnataka State Open University" payable at Mysore and another DD payable to "Academic Collaborative Institution."
14) OPJS UNIVERSITY shall send admission forms with enclosure after scrutiny, along with Demand Drafts / Pay order to KSOU. Approval of admission list by KSOU is a must. On the basis of admission list approved by KSOU, it shall issue the identity cards to the students.

15) The prospectus containing all relevant information required by the applicant, along with admission form shall be printed by the Second Party at their cost, after approval of the First Party with regards to its contents. The prospectus shall be sold and sale proceeds so realized shall be retained by the Second Party.

16) Examination fee will be fixed by the Registrar (Evaluation), KSOU, from time to time through a separate notification. It is the responsibility of the Second Party for arranging all necessary infrastructures at the study centres for conducting Examinations.

17) Printing and dispatch of study materials prepared by subject experts to the students and to the Study Centers will be the responsibility of OPJS UNIVERSITY.

18) Organizing of study lectures for theory and practical classes and payment to those lectures is the responsibility of OPJS UNIVERSITY.

19) OPJS UNIVERSITY shall arrange to carry out the evaluation of assignments (internal assessment) of the students and that it to be fair so that there is no room for complaints.

20) OPJS UNIVERSITY shall ensure that the study center is providing the following infrastructure facilities (List is only inclusive)

   1. Classrooms

   2. Library

   3. Computer systems with UPS and other peripherals like printers, scanners and multimedia equipments. etc. as per course requirements.

   4. Fax, e-mail and Internet facilities, drinking water and rest room facilities.

21) OPJS UNIVERSITY shall get the programs recognized from the regulatory bodies.

22) OPJS UNIVERSITY shall be responsible for completion of both theory and practical training sessions of courses within the prescribed period.
for which admissions have been made on behalf of KSOU.

23) Shall provide all possible assistance to KSOU for the conducting of examination.

24) Shall prepare publicity materials of the programs to be launched and display them in different media after ensuring that they are in conformity with the course. Such publicity must prominently display the name of KSOU and its logo, such advertisement materials must be approved by KSOU, prior to its publication. The Second party shall publish in the prospectus, advertisement, website etc. in such a way that it is in collaboration with the first party.

25) The Second Party shall pay non refundable deposit Rs. 33 LAKHS (Rupees THIRTY THREE LAKHS only) to KSOU at the time of signing of Memorandum of Understanding.

26) Admission notification and advertisement shall also be prepared and published after ensuring that they are in conformity with course and after approval by KSOU at the cost of from time to time.

27) OPJS UNIVERSITY shall ensure adherence to quality standards prescribed by KSOU from time to time,

28) OPJS UNIVERSITY shall issue identity cards under the signature of authorized person of the University.

29) OPJS UNIVERSITY shall agree to the terms of Common Calendar of Events, Common Fee Structure Common Board of Studies and Common Board of Examiners constituted by the University.

30) OPJS UNIVERSITY shall produce documents relating to admission, internal assessment, study material and such other issues to the Quality Monitoring Committee on their visit.

31) Shall arrange to get recognition for the Technical/Professional programs from the respective Regulatory bodies.

32) OPJS UNIVERSITY shall ensure internal quality assurance in its academic delivery.

33) All Academic and exam activities demand approval by the University.

34) The Collaborative Institutions should not issue advertisement without the permission of Karnataka State Open University, Mysore.
35) The Prospectus should be compulsorily approved by KSOU before its issue in every academic cycle.

36) The Self Learning Materials (SLM) in print and CD’s should also be kept ready before launching of the programmes.

37) The syllabus should be approved by the Board of Studies constituted by the University.

38) The Self Learning Materials (SLM) and e-learning materials should be approved by the Board of Studies and the University. No programme shall be launched without the study material (both in print and soft copy).

39) OPJUS UNIVERSITY shall provide best academic input to the students.

40) OPJUS UNIVERSITY shall attend to all the legal suits in case filed by the students and others.

41) After the Memorandum of Understanding, the collaborative institution should follow all the new regulations and amendments made by the University from time to time.

42) Study centers should have adequate infrastructure as per the condition laid down by regulatory bodies of KSOU from time to time.

43) OPJUS UNIVERSITY shall not offer in-house programs in Karnataka State territory.

44) OPJUS UNIVERSITY shall solely be responsible for any type of irregularities taking place in study centres.

45) OPJUS UNIVERSITY shall approve admissions for every cycle without which examinations will not be conducted.

46) Admission/Tuition fee will be fixed by the Registrar, KSOU from time to time through a separate notification. It is the responsibility of the Second Party to follow common fee structure.

47) KSOU Vigilance Committee will visit at any time at any Academic Collaborative Institution/Study Center. T.A/D.A and sitting fee of the Vigilance Committee members has to be borne by the respective Academic Collaborative Institution.
4. DURATION OF AGREEMENT

The Agreement shall be valid for a period of Five years from the date of signing of this Agreement and is renewable thereafter on mutually agreed revised terms (subject to the provisions under clause 11 below) and conditions.

5. ADMISSIONS CYCLE

There will be Two Admission Cycles – January and July of each year and admissions can be taken in under both RI & RII regulations.

6. RESPONSIBILITIES OF KSOU

a) Shall after receipt of the processed applications and fees from OPJS UNIVERSITY finalize the admissions as per rules and inform the registration numbers of the students.

b) Shall arrange to conduct the examinations (including cost of invigilation and evaluation) wherever applicable and get answer papers and practical / project report evaluation done and arrange to announce the results as per schedule.

c) Shall send necessary question papers and blank answer books to the Examination centers or to the Second Party well in advance so that they are made available at the centers on time. The answer scripts will remain as the property of KSOU.

d) Shall make payments towards examination expense including cost of invigilation and evaluation and practical examination at the rates decided by the First Party. The rules of the First Party shall mutatis mutandis apply regarding revaluation and re-totaling.

e) Shall arrange to issue Certificates to the successful students on application along with the fee prescribed by KSOU. KSOU shall also provide continuous guidance to OPJS UNIVERSITY.

f) Shall approve/reject the application for the Study Centers expeditiously.

g) Shall provide OPJS UNIVERSITY with detailed operational guidelines (written/ printed) arising out of this Agreement to be strictly followed by it.
h) Shall issue notifications on the MOU and study centers approvals.

i) Shall keep its website updated on information on the courses offered by AIET from time to time.

7. FEE STRUCTURE

1) The tuition fee, registration fee and examination fee for Distance/Online Mode per student per year / semester will be prescribed jointly by KSOU and OPJS UNIVERSITY from time to time.

2) The following is the present fee structure and sharing pattern between KSOU and OPJS UNIVERSITY. Registration fee and Examination fee, in full, to be given to KSOU. Program fee will be shared by KSOU and OPJS UNIVERSITY on a ratio 25% and 75% respectively.

3) Examination fee is subject to modification by KSOU. As decided by Karnataka State Open University at the time of entering into Memorandum of Understanding.

8. EVALUATION

OPJS UNIVERSITY examinations shall be as notified by the Registrar (Evaluation) from time to time through the University notification. Term-end examinations shall be in annual /semester system. The Examination would be as per the KSOU Norms.

9. INDEMNITY

OPJS UNIVERSITY hereby agrees to indemnity KSOU and its properties duly from and against all actions, demands, proceedings, prosecutions attachments and the like arising out of the breach of this Memorandum of Understanding.

10. LIABILITIES

a) KSOU shall not be liable for any payments of claims by employees of the Second Party and the recognized study centers appointed by OPJS UNIVERSITY.

b) KSOU shall not be liable for discharging any financial commitments made by the Second Party and the recognized study centers.

c) OPJS UNIVERSITY should ensure that the study materials and software at
the study centers are legal versions. KSOU shall not be responsible for any liability arising out of use of pirated software or related matters.

d) OPJS UNIVERSITY shall not enter into MOU with any other Universities on the courses specified in this MOU.

11. JURISDICTION

In the event of any disputes between the parties, only the courts in Mysore city shall have exclusive jurisdiction. But no court case shall be preferred by either party until Arbitration has been resorted to and proved unfruitful.

12. BREACH OF AGREEMENT

KSOU and AC&WST shall have the right to terminate the Agreement in the event of violation of any of the conditions by giving three months notice. In such an event, the students already admitted shall be enabled to complete their course of study and appear for the relevant examinations. The obligations of both the parties will continue to be in force during such period irrespective of termination of the Agreement further in the event of the Second Party committing breach of any of the covenant of this MOU, the Second Party shall pay Rs. 25,00,000 (Rupees Twenty Five Lakhs) as damages to the First Party.

13. AMENDMENT TO THE MOU

During the operation of the MOU, circumstances may arise which may call for alteration in the MOU, which shall be mutually discussed and agreed upon in writing and shall form the part and parcel of the original MOU.

14. ARBITRATION

Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual consultation and by written consent by the parties to the Agreement. In case settlement is not arrived at, the dispute will come under the purview and provisions of Indian Arbitration and Conciliation Act 1996 of Government of India and the area of jurisdiction will be at Mysore.

The term First Party and the Second Party aforementioned unless repugnant to the context shall mean and include their successors in office, authorized representatives and assigns etc.

[Signature]

Registrar
Karnataka Open University
Mysore, 570003
Having gone through each and every condition of this Agreement and having understood it clearly and perfectly both the parties affix their signatures below as attesting to this deed on 5th November 2014.

For KSOU
Signature: ........................................
Name: Prof. P.S. Naik
Designation: Registrar, KSOU
(Authorized Representative with seal)

For OPJS UNIVERSITY
Signature: ........................................
Name: Alok Kumar Singh
Designation: Director
(Authorized Representative with seal)

WITNESS
Signature: ........................................
Name: Prof. T.D. Devegowda
Designation: Pro-Vice-Chancellor (Academic), KSOU

WITNESS
Signature: ........................................
Name: Rajesh Kumar Modi
Designation:

Place: Mysore
Date: 05-11-2014