

अरुणाचल प्रदेश ARUNACHAL PRADESH

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## Memorandum of Understanding (MoU)

This Memorandum of Understanding (MoU) is made on the 24 day of August,

Rajiv Gandhi University (herein after referred to as RGU), formerly Arunachal University, located at Rono Hills, Doimukh, Arunachal Pradesh, 791112

and

Vivekananda Rock Memorial and Vivekananda Kendra, Kanyakumari, India (herein after referred to as VK) registered under Societies Registration Act 1860 (34 of 1963) having registered office at 5, Singarachari Street, Triplicane, Chennai 600 005(hereinafter "Kendra"). Each individually will refer as a "Party" and collectively the "Parties."

Rajiv Gandhi University is the oldest university in the Indian state of Arunachal Pradesh. It is located at Rono Hills in Doimukh town, about nine miles from the state capital, Itanagar. The foundation stone for the university was laid in 1984 by then-Prime Minister Indira Gandhi.

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The University has carved a niche for itself in the educational scenario of the country following its selection as a university with potential for excellence by a high-level expert committee of the University Grants Commission from among the Universities in India. The University was converted into a Central University with effect from 09th April 2007 as per notification of Ministry of Human Resource Development, now known as Ministry of Education, Government of India.

Vivekananda Kendra, a spiritually oriented service mission, which reflects Swami Vivekananda's vision of glorious India in action, started in the year 1972 as a small stream is now a big surge. It has 655 branch centres and 16 service projects in the field of Education, Rural Development, Health and Hygiene, Natural Resource Development and Women and Youth Empowerment.

VK aims to instil faith in each individual and impart nobler values of life and life-giving strength, to raise individuals to higher levels of strength and felicity with spiritual, moral, ethical and eternal values of personality development and human excellence. Plethora of programs are intended for the aspirants coming from different sections of society, like the youth, students, teachers, employees of Government departments, public sector undertakings, corporate bodies and professionals like engineers, doctors and others through the program of Vivekanand Kendra Centre for Human Excellence (VKCHE)

## Article I. Objective and Purpose

1. The primary objective of this MoU is to define specific terms and conditions for the execution of collaborative programs, specifically the Japanese language course with below details.

The Certificate Course in Basic Japanese is a six-month (24 weeks) program. The course aims at providing beginners with basics of Japanese Language. The objective of the program is to introduce learners to the basics of Japanese grammar and scripts (Hiragana, Katakana, Kanji) so that they can read, write, listen and speak basic Japanese in an accurate manner.



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Intake: 30 (Thirty)

Eligibility: Anyone above 8th Pass

Admission Procedure: Online admission

Duration: 06 Months

Fees Structure: ₹6950/- (Rupees six thousand nine hundred fifty) only

## Article II: Role and Responsibilities

2.1 To facilitate the objectives set forth in this MoU, RGU nominates Moyir Riba and VK nominates Rupesh Mathur to execute the collaborative programs covered herein.

Following are the roles and responsibilities as agreed upon by both parties.

No.	Role	Responsibility
	Prepare the course promotion material	RGU
	Provide the admission Link for students to join the course	RGU
	Financial management of admissions, teachers' salaries and examination fees	RGU
	Provide online storage for course lessons on university cloud	RGU
	Provide the teachers' recommended books and examination materials to students	RGU
	Promote the course in various University departments and related organisations	RGU
	Promotion of the course and publicity across Vivekananda Kendra and related institutions	VK
	Provide teachers for the project	VK
	Prepare syllabus	VK
)	Conduct course (teaching)	VK
1	Conduct intermediate exams	VK
2	Set paper for final exam	VK
3	Conduct oral examination	VK
1	Assess final exam papers	VK
5	Conduct Examination at University Exam centres, provide student ID cards	RGU
6	Evaluation	VK. RGU
7	Result announcement	RGU
8	Convocation, awarding certificates	RGU
9	Logo on Certificate	VK. RGU



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# Article III Assignment or Transfer to Third Parties

3:1 The responsibilities of the Parties under this MOU are not assignable or transferable without the prior written consent of both the parties. Any attempt to assign or transfer, including by operation of law, is void unless there is the prior written approval by both the Parties.

### Article IV: Joint Committee

4.1 A Joint Committee will be set up with representatives from both the Parties to meet at least two times in a year at a mutually convenient time and place, to follow up the execution of this MOU and suggest necessary measures for its effective implementation. Meetings may also be conducted by teleconference and video conference.

#### **Article V Amendments**

5.1 The terms and conditions of this MOU may only be changed by mutually agreed written amendment signed by both the Parties.

#### **Article VI Duration and Termination**

- 6.1 This MOU shall enter into force on the latest date of its signature by the authorised signatories of both the Parties and shall remain in effect for a period of three years (3 years), unless terminated by either Party with advance written notice to the other. It shall terminate sixty (60) days after receipt of such notice. The MOU is renewable for a further period of three years (3 year) upon written mutual consent of both the Parties, to be received one month prior to the expiry of the initial term. The renewal can be initiated by either party.
- Notwithstanding its termination, the provisions of this MOU shall survive to the extent necessary to permit an orderly settlement of accounts, if any, between the Parties and to bring ongoing activities to a proper close with the least disruption to the pending work.
- 6.3 However, termination of this MOU shall not affect any agreement the Parties entered into unless such specific agreement also is terminated in terms of the provisions therein.
- 6.4 The Parties confirm that they shall exercise good faith efforts to resolve any dispute between them arising from or in connection with this MOU through mutual negotiation, consultations and mediation.

#### Article VI Arbitration:

a. All Disputes shall be settled through arbitration proceedings in accordance with the Indian Arbitration and Conciliation Act, 1996 by an arbitration board comprising of three (3) arbitrators ("Arbitration Board"). Each Party shall appoint one (1) arbitrator to the Arbitration Board. The two (2) arbitrators appointed by the Parties shall then jointly appoint a third arbitrator who shall serve as Chairman of the Arbitration Board. The Parties agree to bear in equal proportion all the costs related to the sole arbitrator so appointed and all the expenses incurred for conducting arbitration hereunder. The Arbitration Board shall have powers to award only such remedy as is contemplated by this Agreement, including as appropriate, injunctive relief.

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b. Subject to the foregoing, all matters arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts at Itanagar and the Parties hereby irrevocably submit to the jurisdiction of these courts. The Parties irrevocably waive any objection to venue in these courts and any objection based on the doctrine of forum non convenient or similar grounds that these courts are inconvenient for determination of a Dispute.

Both Parties shall abide by applicable institutional, local, national and international laws including regulations governing institutions, voluntary and charitable activities.

Any modification and/or amendment to this MoU will require mutual agreement and written approval of the representing authority of each Party thereto.

IN THE WITNESS WHEREOF, the parties in terms and condition set forth above as demonstrated by their signature as follows;

Signatory RGU: rector

Prof. Ashan Riddi, Teller

Director, IDE and allered Rajiy Gandhi University राजीव गाधा

Signatory VK:

Bhanudas Dhakras General Secretary, Vivekananda Kendra, Kanyakumari

Signatory RGU Moyir Riba

Signatory VK: Rupesh Mathur

Witnesses:

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1. Prof. OTEM PADUNG - grandsps

2. Dr. DAVID PERTIN - 124181223

हत्स, दोईमुख/Rono Hills, Doinnell

Witnesses: 52415/13

1. Ms. PRIYANKA GUPTA