



తెలంగాణ తెలంగాణ TELANGANA
S.No. 1130 Date 25/8/22 Rs. 100/-
Sold to Dr. A. R. Narayana Reddy
S/o. Dr. V. A. Ranga Reddy
For Whom S.M. P.O. Hyd

D.K. AV 366671
D. KAMALA DEVI
LICENCED STAMP VENDOR
Licence No. 15-07-005/2018, Renewal No. 15-07-002/2021
H.No: 3-10-26/31, RTC Colony, Ramanthapur, Uppal (M),
Medchal Malkajgiri Dist, Ph: 9393013853.

MEMORUNDUM OF UNDERSTANDING FOR TRANSMISSION OF COURSE MATERIAL

This Memorandum of Understanding is made and executed on this 26th day of August, 2022 at Hyderabad.


BETWEEN

President of India acting through Senior Superintendent of RMS, Hyderabad Sorting Division, Hyderabad -500 001, Department of Posts, Under Ministry of Communication, Government of India, having its Head Quarters at GPO Building, Hyderabad 500 001. (Herein after referred to as "DoP") which expression unless excluded by order or repugnant to the subject shall mean and include its successor in office and assigns) as First Party.

AND

Dr B. R. Ambedkar Open University having its administrative office at Road No 46, Jubilee Hills, Hyderabad -500 033 acting through ITS Registrar, Dr.A.Venkata Ram Narasimha Reddy.

(Herein after referred to as "Dr.B.R.Ambedkar Open University" which expression unless excluded by order or repugnant to the subject shall mean and include its successor in office and assigns) as Second Party.


Senior Superintendent RMS
घर अधीकारी
Hyderabad Sorting Division
हैदराबाद छंटाई मंडल
हैदराबाद/Hyderabad - 500 001.
(Tel. 23463880 892. 888)


REGISTRAR
Dr. B. R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD-500 033.

Now, in consideration of the principles set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. COMMENCEMENT AND DURATION OF AGREEMENT

This agreement shall take effect from and shall remain in force for a period of One year from 26-08-2022 to 25-08-2023 or till the currency of the job order including any extension of such job order whichever is later and beyond that is subject to renewal for further period on mutual consent by both the parties.

2. SCOPE OF MOU

This MoU is intended to recognize the general basis for a cooperative and collaborative working relationship between the Parties across India. And the purpose of this MoU is to book the articles along with wrapping of the parcels before booking. It will provide the following:

- a) BRAOU intends to send around 1 Lakh Parcels (Study Material) to students every year and intimated that around 3000 parcels per day would be booked. braou requested for a dedicated facility to deal with their Parcels and packaging viz. wrapping of the parcels.
- b) DOP agreed to setup a BPC (Business Post Centre) in the premises of BRAOU to handle the parcel volume from Dr B. R. Ambedkar Open University and to provide wrapping of the parcels before booking

3. RIGHTS AND RESPONSIBILITIES OF Dr B. R. AMBEDKAR OPEN UNIVERSITY

- a) BRAOU agreed to provide the required space for setting up of BPC (Business Post Centre)
- b) BRAOU informed that they are going to present around 1,00,000 to 1,50,000 volume of articles from last week of August for a period of three months. Further, informed that at an average 3000 articles will be presented for booking on each day.
- c) BRAOU agreed to provide electrical connection for setting of Business Post Centre.


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4. RIGHTS AND RESPONSIBILITIES OF DOP

- a) DOP will set up a BPC (Business Post Centre) at the space provided by the Dr B. R. Ambedkar Open University in the premises of Dr B. R. Ambedkar Open University Campus to book the business parcels with direct bag closing to all L-I Parcel Hubs with necessary infrastructure.
- b) DOP will provide wrapping of the parcels before booking at free of cost.
- c) DOP will set up a Corporate Customer Cell to check the delivery status of all the articles booked and to contact the delivery offices / Divisions in case of undelivered articles.
- d) DOP will process all the mail of Dr B. R. Ambedkar Open University viz. Business Parcels, Speed Post Documents, Ordinary mail etc at BPC, Dr BRAOU.
- e) DOP will provide barcode series of 150000 Nos to Dr B. R. Ambedkar Open University for printing the same on the Business Parcel provided by Dr B. R. Ambedkar Open University.
- f) DOP agreed to provide A.P. Intergration with University Website.

5. TERM WORK AND SOLUTION

- a) Both the parties have agreed to abide by the instructions issued vide DOP Directorate OM No.10-23/2013-BD&MD dated 24.01.2017 on rationalization discount structure of Speed Post and Business Parcel and revision of operational guidelines.
- b) BRAOU hand over the Parcels along with addresses and Barcode label affixed on the parcels, at BPC, BRAOU along with soft copy in the format prescribed by DOP.
- c) DOP wraps the parcels before booking.
- d) DOP books the parcels and process the parcels and dispatch them to their respective destinations.
- e) DOP will raise the Business Parcel charges bill by 7th of every month in respect of consignments booked by the sender in the preceding month. Dr B. R. Ambedkar Open University shall pay the bill amount in full on or before last day of the month in which the bill is raised (Due Date).
- f) Any payment due to BRAOU from Department will not be adjusted against the bill.
- g) BRAOU shall abide by all rules and orders etc. brought out by the Department from time to time on the subject.
- h) Any claim of BRAOU shall not be adjusted against amount payable to Department.
- i) BRAOU understands that Business Parcel is not an insured service, unless expressly provided and liability of Business Parcel is limited to the provision of Post Office Act.
- j) In case of any legal implications, the same shall be dealt in the jurisdiction of booking office only.


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6. PENALTY

In case Dr B. R. Ambedkar Open University fails to make the payment by the due date, penalty at the rate of 12% per annum (to be calculated on a daily basis) on the amount of the bill shall be imposed from Bill Date.

7. COMMUNICATION BETWEEN THE PARTIES

All internal communications between the parties to this contract shall be done by way of physical mail and/or email on following addresses

| PARTY | PHYSICAL ADDRESS | e-Mail ADDRESS |
|---------------------------------------|---|--|
| For Department of Posts | Senior Superintendent of RMS Hyderabad Sorting Division Hyderabad-500 001 | stgdivision@gmail.com hsdbdbranch@gmail.com |
| For Dr B. R. Ambedkar Open University | Dr B. R. Ambedkar Open University Road No 46, Jubilee hills, Hyderabad -500 033 | registrar@braou.ac.in 040-23680370 |

8. NON EXCLUSIVE AGREEMENT


This agreement is on non exclusive basis and the DOP shall be free to enter in to similar contracts/ agreements with any other party/s.

9. SEVERANCE

If any provision of this agreement is rendered void, illegal, or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Should any provision of this agreement be or become ineffective for reasons beyond the control of the parties, the parties shall use reasonable endeavors to agree upon a new provision which shall as nearly as possible to have the same commercial effect as the ineffective provision.

10. EXIT CLAUSE

Both the parties can exit from the agreement with one month prior notice. However, the activities continuing/ running to be completed by both the parties before exit from the agreement.


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11. NO WAIVER

No waiver of any provisions of this agreement or consent to any departure from it by any party shall be effective unless it is in writing. A waiver or consent shall be effective only for the purpose for which it is given. No default or delay on the part of any party in exercising any rights, powers or privileges operates as a waiver of any right, nor does a single or partial exercise of a right preclude any exercise of other rights, powers or privileges.

12. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this agreement and superseded all prior agreements and undertakings, written or oral, with respect to the subject matter hereof except as otherwise expressly provided herein.

13. FORCE MAJURE:

On arising of force majeure circumstances, the party affected by such circumstances, is to inform the other party in writing within 30 days of such occurrence. The notification shall contain the data on the character of the circumstances as well as if possible, evaluation of their influence on the possibility of execution of obligations under this MoU and a term of fulfillment of the MoU.


On the expiration of the above mentioned circumstances, the party is to notify the other party to this effect, in writing without delay. The notification shall contain the term during which the obligation under the MoU are supposed to be fulfilled.

14. ALTERATIONS AND AMENDMENTS

No modifications, amendment, Waiver, discharge or termination of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this agreement and duly signed by each of the parties.

15. DISPUTE RESOLUTION

In the event of any disputes, differences or claims arising between the parties in connection with this agreement or the construction or interpretation of any of the clauses hereof or anything done or omitted to be pursuant hereto, the parties shall first endeavor to amicably settle such disputes, differences or claims failing which the same be referred to the arbitration of a sole arbitrator jointly appointed by both the parties and the arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or enactments thereof. The seat of the arbitration shall be in Hyderabad, Telangana. The cost of the arbitration shall be borne equally by both the parties, the language of the arbitration shall be in English and the award shall be final binding on both the parties.



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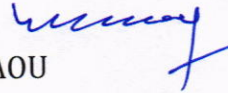
16. GOVERNING LAW AND JURISDICTION

This MoU shall be governed by the Indian Laws and the Courts at Hyderabad, Telangana shall have exclusive jurisdiction over any dispute arising out of this MoU.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

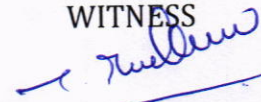

FOR DOP
Senior Superintendent RMS
पब्लिक अधिकारी
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हैदराबाद छंटार्ड मंडल
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(Tel. 23463990 992 999)

Name:
Designation :
Date:



FOR Dr. BRAOU
REGISTRAR
Dr. B. R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD-500 033.

Name :
Designation :
Date :

WITNESS


Name: (CA MADHAVI)
Designation : Asst (Hqm), Hyd 87 gm
Date: 26/8/2022

WITNESS


Name : Prof. Arivind Vaidyanam
Designation : Dir Material & Publications
Date : 26-08-2022