



S.No. 10774 Date 25/6/2002 Rs. 100/- 83842

PURCHASER P.V.D. Rami Kiran & P. Sheshagiri Rao

FOR WHOM NIIT, Hyderabad, Andhra Pradesh

TANVEER AHMED  
S.V.L. No. 87/96 R No. 8/2002  
Opp: Liberty Building,  
Liberty 'X' Road, Hyd-29.  
Phone: 3229306

This agreement made on this 25<sup>th</sup> Day of June, 2002, between **Dr B R Ambedkar Open University**, Hyderabad having its Headquarters at Jubilee Hills, Hyderabad (referred to as "**Dr.BRAOU**") which expression shall include its authorized representative, as the first part and **NIIT Limited** a company incorporated under the Companies Act, 1956, having its registered office at C-125, Okhla Industrial Area, Phase - I, New Delhi - 110020 and administrative Office at 8, Balaji Estate, Sudarshan Munjal Marg, Kalkaji, New Delhi - 110 019 (referred to as "**NIIT**") which expression shall include its successors, in interest and assigns of the second part.

WHEREAS Dr.BRAOU, established under APOU Act 1982 as amended in 1992, has the mandate of catering to the educational needs of the country with the objectives of democratizing higher education by taking it to the doorsteps of the learners, irrespective of their age, region or formal qualifications and delivering education at the pace and convenience of learners through an open learning system with a network of Study Centers of its own or of partnering institutions for the education delivery.

DR.BRAOU\_NIIT MOU (NON AP)

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*(Signature)*  
*(Signature)*



WHEREAS NIIT is engaged, amongst other activities, in the business of Computer Education, viz., offering education to the members of the public for becoming proficient either in the use of computers or to occupy professional positions related to the use of computers as per norms and methodologies developed by NIIT or has access to various copyright material, proprietary information and a substantial body of Technical Know-how relating to the location, design and operation of Education Centers as well as courseware materials designed by NIIT.

AND WHEREAS NIIT has established a high reputation as to the quality of the education services available at its large chain of Education Centers courses under its own assessment and certification programs.

AND WHEREAS NIIT is desirous of facilitating a degree access to its students through a single window service at NIIT education centers more so as the certification courses offered by NIIT viz., DNIIT and GNIIT require students to acquire graduation from a recognized university.

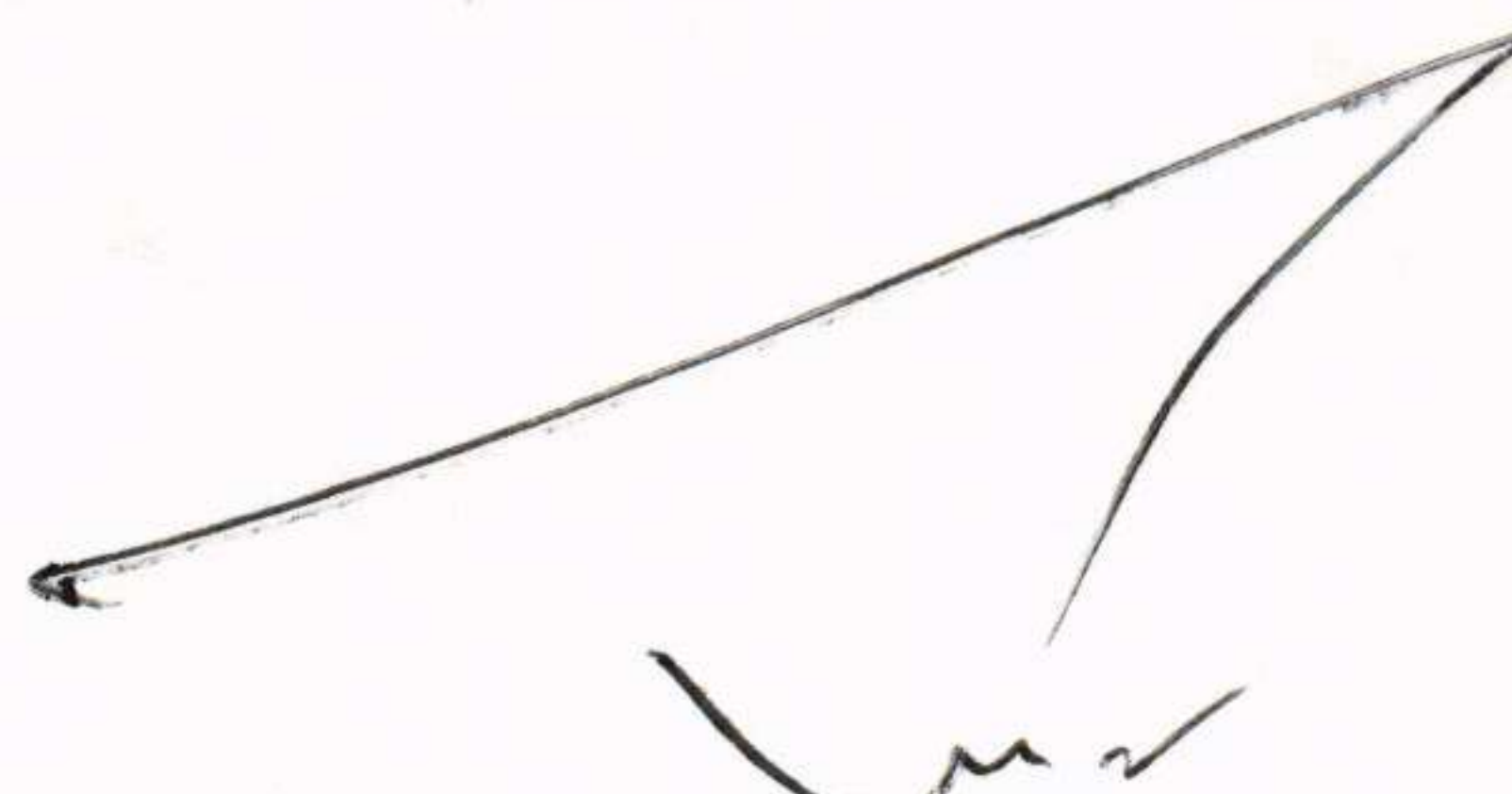
AND WHEREAS the parties hereto agree that by joining hands, they will be able to achieve their respective objectives.

AND WHEREAS Dr.BRAOU has accepted the proposal of NIIT wherein NIIT has proposed to make its (including Licensee Centers operated by its Licensees) Education Centers in India, except in the state of Andhra Pradesh for which there would be a separate agreement, available as study centers of Dr.BRAOU's for B.A.,B.Com programs for such students who are enrolled into NIIT programs and are desirous of pursuing concurrently a Bachelors Degree of Dr.BRAOU and to fulfill the requirements of Dr.BRAOU for provision of support services to the above students such as Admissions, Information, Induction, Counselling, Assignments handling, and other related administrative and academic matters. The parties with this agreement with the intention of being legally bound accept the following terms and conditions.

**1. RESPONSIBILITIES OF NIIT:**

NIIT shall

- (i) Will get the list of Centers where NIIT proposes to offer this course approved in advance by the University.
- (ii) provide infrastructure facilities as per the guidelines of Dr.BRAOU at the time of signing of this agreement.
- (iii) follow the course curriculum supplied by Dr.BRAOU





- (iv) undertake to maintain the secrecy and confidentiality of the programs, mode of instructions and its method, syllabi and program curricula. These program instructions and the syllabi shall always remain the exclusive property of Dr.BRAOU. Any violation of the secrecy clause set out herein above shall entitle Dr.BRAOU to forthwith terminate the agreement. However this will not be applicable if such information is or becomes ascertainable from public sources or public disclosure of such information is in good faith judgment required by law.
- (v) not have the power to sublet, underlet the products offered in this understanding viz., BA,BCom courses of Dr.BRAOU or part there of to any other party except NIIT Education Centers operated by NIIT and its licensees.
- (vi) be responsible for payment of all expenses of the Study Center owned by NIIT such as providing infrastructure, salaries, rent, rates, taxes, maintenance, payment of communication charges towards use of e-mail etc.
- (vii) accept registration/application forms and the fees in the form of demand Draft, payable to Registrar, Dr.BRAOU, Hyderabad only as mentioned in the prospectus. The prospectus given to the students will have an additional leaflet issued by Dr.BRAOU highlighting the special relationship between the two organizations. The sale of application forms and Prospectus will however be against DD/cash payment to NIIT Ltd or its franchisees.
- (viii) send application forms after scrutiny with the demand Draft to Dr. BRAOU on a fortnightly basis for further processing and approval of Dr.BRAOU.
- (ix) provide classrooms counselling of theory sessions as per the flexible norms of Dr.BRAOU under this special arrangement.
- (x) NIIT Education Center, as the authorized Study Center for BA, Bcom Programs of Dr.BRAOU, will provide the support services to those students who are enrolled to NIIT Programs of Studies only. Such facilities shall not be used by other students of Dr.BRAOU
- (xi) Set up a central coordination cell at Hyderabad to facilitate implementation interface with Dr.BRAOU .
- (xii) provide feedback / reports pertaining to Dr.BRAOU programs running at the Study Centers as and when required by the Dr.BRAOU.
- (xiii) sell the prospectus of Dr.BRAOU from all its centers and facilitate admission at those Study Centers which are approved Study Centers of Dr.BRAOU.
- (xiv) shall conduct examinations as per Dr.BRAOU schedule and guidelines. For this purpose the NIIT education centers will arrange the examination venue, invigilators and other infrastructure as required for the conduct of the examinations



**2. THE FINANCIAL ARRANGEMENTS ARE AS FOLLOWS**

- i) The tuition fee and the examination fee for the program per student per year will be as prescribed by Dr.BRAOU from time to time .
- ii) The tuition fee and examination fee will be paid by the student in the form of a Demand Draft as indicated on the application form under "Instructions to the Students" during each year. payable to the "Registrar, Dr.BRAOU-Hyderabad"
- iii) The tuition fee and the examination fee so collected shall be shared as indicated below
  - a) Dr.BRAOU 60%
  - b) NIIT 40%
- iv) Dr.BRAOU shall pay NIIT's share of the fee within 30 days of receipt of DDs from NIIT. This should be remitted by way of Bankers Cheque payable to NIIT Ltd. at Hyderabad.

**3. DURATION OF THE AGREEMENT**

The agreement shall be valid initially for a period of five years. The Agreement is renewable thereafter on mutually agreed terms subject to the provisions under item 8 below.

**4. ADMISSION CYCLE AND EXAMINATIONS**

The admissions cycle will be as prescribed by the university from time to time.

**5. RESPONSIBILITIES OF Dr.BRAOU**

- i) Dr.BRAOU shall within two weeks of receipt of the application and fee, finalize the admissions as per the rules and inform the Enrollment Number of the students and other relevant details to the NIIT coordination center .
- ii) Dr.BRAOU shall make announcements of exam schedules, get answer papers evaluated and arrange to announce the results as per the schedule. All the cost thereof will be met by Dr.BRAOU.
- iii) Dr.BRAOU shall send necessary questions papers, answer books and other materials to Exam Centers for the students enrolled.
- iv) Dr.BRAOU shall make necessary payments towards examination expenses to the Exam Centers as per the clause 2(iii)above.
- v) Dr.BRAOU shall issue Degree / Diploma / Certificates to the successful students.





- vi) Dr. BRAOU will mention the special arrangement with NIIT of study center for NIIT students in all relevant communications of Dr. BRAOU.
- vii) Dr. BRAOU will make available at least one set of course material and non-print course material per Study Center of NIIT and also one set of the above for the Coordination Cell at the Hyderabad office of NIIT, for use by the counsellors for reference.
- viii) Dr. BRAOU will obtain all necessary approvals from the relevant government/authorities /bodies as and when required.

## **6. INDEMNITY**

That NIIT hereby agree to indemnify Dr. BRAOU , its representative administrators and properties duly from and against all action, demands, proceedings, prosecutions, attachments and the like arising out of failures on its part to discharge its responsibilities with respect to this agreement.

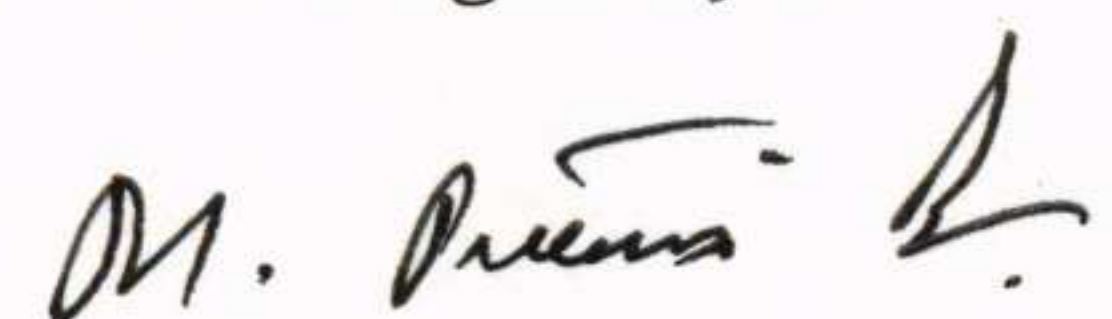
Dr. BRAOU on their part indemnify NIIT and its study centers (including NIIT licensees) against any demands from students /community /government due to non performance of DR. BRAOU with respect to their responsibilities as per the agreement any commitments they have made to students through their prospectus and other material including possible notices concerning exams, admissions and result declarations or any inadequacy of courseware content or delivery. Dr. BRAOU confirms that the courseware provided to the student is its property and NIIT shall not be liable for the authenticity of the content provided in the material either in physical form or through the Internet. Any demand(s) raised by anyone against NIIT or its licensees on this count will be indemnified by Dr. BRAOU to NIIT to the fullest extent including legal costs.

## **7. JURISDICTION**

In the event of any disputes between the three parties, the Courts in Hyderabad shall have exclusive jurisdiction.

## **8. TERMINATION OF AGREEMENT**

Both the parties will have the right to terminate the agreement, by giving three month's notice in writing to the other party. In such an event the students already admitted shall be enabled to complete their programs of study and appear in the relevant examinations. The obligations of the respective parties will continue to be in force during such period irrespective of termination of the agreement.





**9. AMENDMENT TO THE AGREEMENT**

The obligations of NIIT and Dr.BRAOU have been outlined in this agreement. However, during the operation of the agreement, circumstances may arise which may call for alterations or modifications of this Agreement. These modifications / alterations will be mutually discussed and agreed upon in writing.

**10. ARBITRATION**

Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual consultations and by written consent by the parties to the Agreement. In case, settlement is not arrived at, the dispute (s) will come under the purview of Arbitration and Conciliation Act, 1996 of Govt. of India and the area of jurisdiction shall be Hyderabad.

**For Dr.BRAOU**

*M. Praveen*

**REGISTRAR**  
Authorized representative with seal  
**Dr. B.R. Ambedkar Open University**  
Place: **46, Jubilee Hills HYDERABAD**  
**Hyderabad-500 033.**  
Date: **25.06.2002**

**WITNESS:**

Signature:

*K. Kuppu Swamy Rao*

Name :

**Prof K. Kuppu Swamy Rao**

Address:

**RECTOR**  
**Dr. B:R: Ambedkar Open University**  
**HYDERABAD-500 033 A.P.**

For NIIT Limited

*[Signature]*

Authorized representative with seal

Place : **New Delhi**

Date: **28/06/2002**



**WITNESS:**

Signature:

*DR Parimal Mandke*

Name :

**DR PARIMAL MANDKE**

Address:

**NIIT Ltd**