



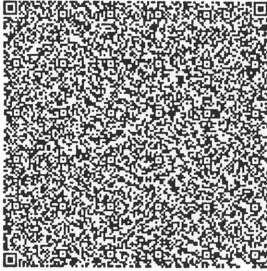
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Government of National Capital Territory of Delhi

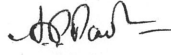
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Description of Document : Article 58 Memorandum of Settlement
Property Description : Not Applicable
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प्रो. जितेंद्र कुमार श्रीवास्तव
Prof. Jitendra Kumar Srivastava
कुलसचिव (प्रशासन) का.वा. / Registrar (Admn.) I/c
इंदिरा गांधी राष्ट्रीय मुक्त विश्वविद्यालय / IGNOU


Registrar
Dr. Babasaheb Ambedkar
Marathwada University,
Aurangabad,

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MEMORANDUM OF UNDERSTANDING

This agreement is signed on 6th the 1st day of 2018
By & between

**Indira Gandhi National Open University, Maidan Garhi, New Delhi
represented through its Registrar hereinafter referred to as IGNOU**

&

.....
Dr. Babasaheb Ambedkar Marathwada University, Aurangabad -431004 (Maharashtra) India.

Hereinafter referred to as **Partner Institution (PI)**

WHEREAS the Govt. of India, Ministry of Information and Broadcasting has given the license to IGNOU for running 37 FM stations for the sole purpose of educational broadcasting. The Ministry of Human Resource Development (MHRD) has nominated IGNOU as the nodal agency to implement the scheme, for which purpose the Ministry of Communications allotted frequencies. The Department of Higher Education, Ministry of Human Resource Development has agreed to offer all support in running the FM stations.


WHEREAS for this objective to be achieved, IGNOU has been given the right to identify and select the Partner Institutions (PI) and to negotiate and settle the terms with them for their cooperation.

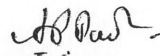
WHEREAS IGNOU, in order to optimize the use of available resources by using the existing audio/video infrastructure available in the country, as well as the expertise available locally, in each place to the extent possible, has decided that these radio stations be located in local centres to serve local people with the name of GYAN VANI. This will broadcast only Education and Development Programmes.

WHEREAS IGNOU would like to have the cooperation of more than one educational institution in the area for planning, production and transmission of educational broadcast so that no one institution is unduly loaded and also with the idea to realize greater variety of programmes, the relevance to local needs and efficiency.

WHEREAS IGNOU has selected the Partner Institution hereinabove stated for pursuing the object described herein and the Partner Institution is ready and willing and has agreed to collaborate in the venture, in furtherance of the objective of this MOU at GYAN VANI AURANGABAD.

NOW, it is agreed and this MOU witnessed as under:


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1. STEERING COMMITTEE

The entire operation of Gyan Vani Aurangabad will be coordinated by VC, IGNOU through Director, EMPC with the help of a Local Steering Committee consisting of eminent educationists/ personalities from various institutions/ fields preferably having experience in Education Broadcasting/ Production.

The Vice Chancellor, IGNOU will nominate a person of eminence as Chairperson and other members of the Committee, and the notification of formation of the Steering Committee will be issued by Director EMPC. Its term will be for two years from the date of notification. The total strength of the Committee will not be more than 11 Members including Chairperson, and 3 Ex-Officio members i.e. Station Manager, Regional Director IGNOU and Director, EMPC/Nominee. Ordinarily the Member-Secretary shall be the Regional Director of IGNOU / *Station Manager (in case of being no Regional Centre in the town)*. The Steering Committee will finalize the programme mix, the Fixed Point Chart, role of various stakeholders, transmission sharing etc. The Steering Committee normally shall meet once in a quarter and not more than four occasions in a year. Two-third of the notified strength will constitute the quorum. All the decisions will be by simple majority of members present. In case of any dispute / policy matter, the decision of the V.C. IGNOU will be final.

2. LOCAL ACQUISITION COMMITTEE

The Steering Committee will constitute a local Acquisition Committee for the local acquisition of audio programmes. The local Acquisition Committee will have the Station Manager as the Convener, and its members will include an academic nominated by the Chairperson of the Steering Committee, IGNOU Regional Director/or his/her nominee, a technical person retired from or serving in AIR/Doordarshan and three members of target audience. Except the Convener (Station Manager) and Regional Director, other members should be nominated on yearly basis. The representatives of the target audience will be identified by the Station Manager, depending upon the nature of the audio programmes to be acquired. The convener (AC) will submit the list of programmes to be acquired to Director, EMPC along with the CD's of programmes for obtaining approval of the competent authority.

3. OFFICE STAFF

Each Gyan Vani station will have five persons on purely contractual basis for its operation viz. Station Manager, Assistant Station Manager, Accountant-cum-Office Assistant, Technical Assistant* and Attendant. Except the Attendant all the Posts shall be filled/recruited from one of the following categories:

- A) Superannuated / Retired staff from AIR / DD / any other government organization / PSU.
- B) open category candidates as per the prescribed age, qualification *and experience*

* In case the Partner Institution is able to provide for the technical maintenance, trouble shooting for the Gyan Vani equipment and technical infrastructure, the Technical Assistant will not be

appointed by IGNOU. In case such support is not provided by the PI, Technical Assistant will be appointed by IGNOU and the transmission charges payable to PI will be reduced by the amount of salary paid to the Technical Assistant by IGNOU.

4. APPOINTMENT OF OFFICE STAFF

The Station Manager will normally be an experienced person from the broadcasting sector who has a flair for educational broadcasting. He will be appointed by IGNOU based on the recommendation of a Selection Committee comprising the following members:

- a. Chairperson: Nominee of the VC, IGNOU
- b. Head of the Partner Institution or Nominee
- c. Director (EMPC) / Nominee
- d. Media Expert from the regional AIR / DD Kendra to be nominated by VC, IGNOU
- e. Regional Director, IGNOU RC of the region

Gyan Vani Staff (other than the Station Manager) would be selected (as and when required) by a committee with the following composition:

Regional Director, IGNOU RC of the region

Station Manager

Partner Institution nominee (wherever applicable)

EMPC Nominee (optional)

Media Expert from the regional AIR / DD Kendra to be to be decided by the R.D (for ASM) OR expert from the area of administration/ accounts/ finance (for Office Assistant cum Accountant), OR Engineer from AIR / DD (for TA).

The respective duties of Gyan Vani Station Staff are detailed out in Annexure 1 and appointment to vacancies, salaries, qualifications etc. are given in Annexure 5.

5. RESPONSIBILITIES OF IGNOU

- (A) In case where the working studio is provided by the Partner Institution, IGNOU shall be responsible for paying the transmission charges as per approved rates IGNOU will help PI's to modernize and standardize the equipment.
- (B) IGNOU will appoint core Gyan Vani staff on contractual basis for a fixed tenure for each GV station and will be responsible for their remuneration.
- (C) *The vacancies will be publicized through various methods (local newspapers, Gyan Vani, AIR and IGNOU website). The entire office staff will be appointed on contract basis for a fixed tenure not exceeding initially two years for open category and limited up to 65 years for retired/superannuated people appointed as SM and ASM and 62 years in the case of retired/superannuated Accountant cum Office Assistant, Technical Assistant and Attendant. Their performance will be evaluated by EMPC and the contracts may be terminated anytime if their performance is not found satisfactory.*
- (D) IGNOU will be responsible for meeting the running expenditure for each Gyan Vani Station. The admissible running expenditure are as defined in Annexure 3.
- (E) IGNOU will be responsible for conveying the required instruction/ guidelines and directions emanating from overall Government policy, directly to the Station Manager.

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- (F) IGNOU will be responsible for one time expenditure on equipping the Gyan Vani office. Details of such expenditure is given Annexure 4.
- (G) Tax imposed by various government and other statutory bodies will be borne by IGNOU
- (H) The payment to the Partner Institution in respect of transmission charges will be made by EMPC if studio for transmission and recording of programmes is made available by PI, as per the rates approved by EMPC advisory committee. The present rates are at in Annexure 2.

6. RESPONSIBILITIES OF PARTNER INSTITUTION (PI)


A. It is agreed that the Partner Institution will provide.

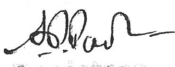
- i. The accommodation for studio required for production of programmes and transmission with UPS backup.
- ii. Office accommodation for the core staff of Gyan Vani, its Library and the anchors engaged by it. (around 100 sq. mt. approximately)
- iii. Free and easy access to staff and artists to office and studio complex.

B. *Incase where a working studio is provided by the Partner Institution, it is agreed that PI will:*

- I. *Provide a fully acoustically treated operational studio with console, microphones, Audio workstation/computer for broadcast, editing and production purposes and recording room in accordance with the norms specified by EMPC.*
- II. *Be responsible for maintenance and replacement of the equipment & the components provided, as per need.*
- III. *Utilize the transmission fee, paid to PI for providing a working studio, for A) Up-keep and house keeping of Gyan Vani studio and office. B) Extension of Attendant facilities in all shifts. C) Security and fire safety.*
- IV. *Not be paid rent in any form for the space occupied by the office staff of the Gyan Vani station. The Partner Institution will be paid only the transmission fee for the use of the working studio.*

C. *The Partner Institution will designate a Nodal Officer to oversee the functioning of Gyan Vani and its staff. The Nodal Officer will facilitate and coordinate with the Station Manager in smooth running of Gyan Vani station in the matters of Accounts and Administration as a Cosignatory of accounts. The Nodal Officer will ensure the timely availability of the audio programmes of the PI for broadcast through the time slot provided to the Partner Institutions, free of any charges. The Nodal Officer will also be responsible for recommending the extension of contractual period for the services of the Gyan Vani staff.*


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- D. All equipment including air-conditioner pertaining to studios and studio transmitter link are to be maintained in good working condition and proper record of the equipment should be kept in asset registers, which will be open to scrutiny of Audit/ IGNOU.
- E. Proper record of the equipment supplied by EMPC, IGNOU for use with in Gyan Vani studio to be maintained along with a logbook for usage.
- F. Partner Institution in consultation with Station Manager will open a Bank account in a Nationalized Bank in the name of Gyan Vani, (Name of Station) Aurangabad. There will be two signatories. One- IGNOU RD/ Nominee of Partner Institution and the other nominated by Director EMPC, IGNOU, normally Station Manager. The accounts for the same shall be maintained with the Head / nominee of PI and subject to audit.
- G. In the event of non-provision of these services by the PI, the Station Manager may organize the same and adjust them against the transmission charges with the prior approval of Director, EMPC, IGNOU.
- H. The Partner Institution will be allowed to utilize, if it so desires, up to 30 minutes of air time (in each transmission) to broadcast programmes produced by the PI, as per broadcast code.

7. MATTERS NOT PROVIDED IN THE MOU

If any doubt arises as to interpretation of the provisions of the MOU or as to matters not provided therein, the Parties to this MOU shall consult with each other for each instance and resolve such doubts in good faith.

8. VALIDITY

The MOU shall be effective from 6th April 2018 and shall remain in operation until 5th April 2021

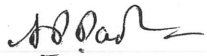
9. TERMINATION

This MOU can be terminated by either of the parties on a three months' notice from either side in the event, the other party fails to perform its obligations even after serving the notice it has been on notice of the breach by the other Party and the failure to cure the breach notified continues.

10. AMENDMENT TO THE AGREEMENT

The intended obligations of IGNOU and (Name of PI Dr. Babasaheb Ambedkar Marathwada University, Aurangabad) have been outlined in this MOU. However, during subsistence of term of the MOU, circumstances may arise which may call for alteration or modifications of this MOU, which modifications/alterations shall be mutually discussed and agreed upon by the Parties and in writing. No amendment, change or addition hereto shall be affective or binding on

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Marathwada University
Aurangabad.

either of the parties unless set forth in writing and executed by the respective, duly authorized representative of each of the parties.

11. NOTICE

Any notice, approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered, or transmitted by registered mail with postage full paid, or transmitted by facsimile (with postage prepaid) to the address specified below or to such address, as may, from time to time, be given by each party to the other party in writing and in the manner herein before provided:

- (i) The Registrar (Administration),
Indira Gandhi National Open University (IGNOU)
Main Campus, Maidan Garhi,
(New Delhi – 110068).

- (ii) ~~Dr.~~ Dr. (Ms.) Sadhana d/o Pandurang Prasad Parede

Registrar
Name & designation of the Authorized Signatory,
Name of Organization & address
Marathwada University,
Aurangabad.

Or to such other address, fax number or email address as either party may from time to time notify the other in relation to this section. Any notice or communication made by personal delivery or by courier will be conclusively deemed to have been given on the day of actual delivery or, if made or given by fax or email on the first business day following the transmittal of.

12. FORCE MAJEURE:

- (i) Neither party will be liable for the delay or failure in performing obligations if the failure results from circumstances beyond its reasonable control (such circumstances here-in-after referred to as "Force Majeure", including but not limited to acts of God, war/hostilities, riot or civil commotion, fire, flood or earthquake, tempest, lightening or other natural physical disaster; restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the MOU, then the party so affected shall promptly notify the other party in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of the MoU. From the date of the notification, regarding Force Majeure the MoU may be closed with the mutual consent of the Parties on "As is where is basis" or suspend the performance of the MoU for a period not exceeding 2 months;
- (ii) If at the expiry of the period of suspension, the reasons for suspension still remain/stand valid, both the parties shall treat the MoU as terminated;
- (iii) On resumption of good relation/normal conditions, the Parties to this MoU shall consult each other and evolve a new MoU for future relations between them.



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13. INDEMNITY CLAUSE:

Dr. Babasaheb Ambedkar Marathwada University, Aurangabad, has agreed to bear the responsibility for any third party claims, demand, proceedings, prosecutions, or actions against IGNOU, arising out of and of and as a result of any callous, negligent, deficient action or omission by any employee of Dr. Babasaheb Ambedkar Marathwada University, Aurangabad, and has undertaken to keep IGNOU indemnified against all losses and damages suffered including expense incurred by IGNOU while defending the claim (inclusive of Legal Expenses) in city, or any other court as a result of any such claim, demands, proceedings, prosecutions or actions. The Parties have agreed that this provision shall survive termination of the MoU and Dr. Babasaheb Ambedkar Marathwada University, Aurangabad, has agreed to clear the amounts claimed by IGNOU under this clause within 15 days from the date when the demand is made by IGNOU;

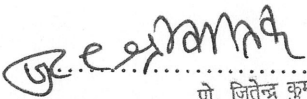
14. DISPUTE RESOLUTION:

- (i) If any dispute or difference of any kind whatsoever arising between the two signatories in connection with or arising out of this MoU or out of its breach, termination or invalidity of the MoU thereof, shall be resolved by the parties by referring the matter to the mediation of Steering Committee, whose decision shall be final and binding upon the parties and only courts at Delhi/New Delhi will have Jurisdiction to adjudicate upon the matter.
- (ii) It is hereby agreed between the parties that in the event the efforts to resolve the dispute as per sub-clause (i) above fail then recourse to mechanism/instructions as suggested by the Secretary, department of legal Affairs, Ministry of Law & Justice, Government of India, vide D.O.No. 29(9)/2014-Judl. Dated 07.08.2014 to desist from initiating Inter-ministerial/departmental Litigation in the Court of Law and to reduce the litigations between various Ministries/Departments/PSUs/Boards/Authorities, etc. would be adhered to by both the parties.
- (iii) However, even if the above mechanism fail to resolve the dispute, then in such an eventuality only the Court(s) at Delhi/New Delhi will have jurisdiction to adjudication upon the matter/dispute.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be made in English and executed by their respective duly authorized representatives on the day and year first above written.

SIGNED


For and on behalf of

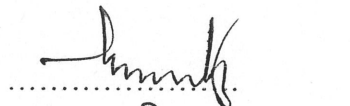


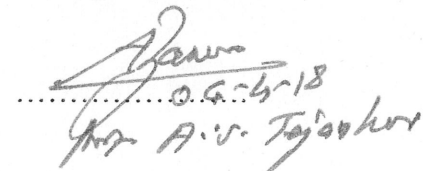
IGNOU
In the presence of
प्रो. जितेंद्र कुमार श्रीवास्तव
Prof. Jitendra Kumar Srivastava
कुलसचिव (प्रशासन) का.वा. / Registrar (Admn.) U/c
केन्द्रीय/राष्ट्रीय मुक्त विश्वविद्यालय / IGNOU

SIGNED

For and on behalf of


Registrar
Dr. Babasaheb Ambedkar.
Marathwada University,
Aurangabad.
Partner Institutions
in the presence of


Dr. Masood Parveez
वरिष्ठ क्षेत्रीय निदेशक
Senior Regional Director
इ.जां.स.मु.वि. क्षेत्रीय केंद्र
I.G.N.O.U. Regional Centre
पणे-४११०१६


A.V. Tejwani
A.V. Tejwani
A.V. Tejwani

Annexure '1'

Duties and responsibilities of Gyan Vani Staff**Duties of Station Manager**

He will be overall in-charge of Gyan Vani Station. His duties will *also* include.

- Selection of talkers/artists/ experts out of a panel so as to provide diversity
- Preparation of duty chart of announcers/anchors
- Liaison with local AIR Station, State and Central Government Offices and stake holders for programme etc.
- Ensuring quarterly submission of accounts to the Head Quarters.
- Ensuring smooth functioning of the Gyan Vani Stations.
- *Publicity and Public relations.*

Duties of Assistant Station Manager


- Classification and maintenance of all recorded tapes, blank tapes and other programmes material.
- Maintaining of database of programme acquired/ to be acquired from different sources..
- Assisting the Station Manager in production and transmission related work.
- Helping in computerization of all records and day to day office work.

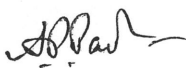
Duties of Accountant

- *Be responsible for all payments, receipts and budget control.*
- Up keep of office records and being accountable to internal as well as external audit. Under the overall supervision of Station Manager
- Submit periodical statement of receipts and expenditure to Station Manager and help in the preparation of the annual report of the station.
- Helping the Station Manager in the day to day correspondence and office management.

Duties of Technical Assistant

- To operate & maintain all studio equipment including A.C's, UPS, Petrol/Diesel Generator.
- To take preventive maintenance measures for up-to-date maintenance of equipments.
- To maintain record of equipment and make monthly report on working status.
- To operate equipment (work station etc.) for repeat Broadcast.
- To assist SM for studio operation when ever required.


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Further explanation for the duties of SM

The Station Manager will be overall in charge of the broadcast of programmes from the station and s/he is vested with the powers of implementing the Broadcast Code in true letter and spirit. In a broadcasting scenario, SM's decision shall be binding and in case of any controversy, they may be taken to Steering Committee for further discussion. If no decision could be taken in the Steering Committee, it shall be referred to IGNOU for further action.

The Station Manager will be in charge of the Gyan Vani station, and will work with the guidance of the Steering Committee. The broad outline of broadcast once approved by the Steering Committee has to be translated into broadcast by the Station Manager. However, for the changes in the layout and daily programme sheet, the clearance of steering committee or partner institution may not be required. He should, however, circulate the changes in the schedule to the Chairman and Partner Institution. Advance publicity of the programmes should be ensured. Moreover, identity announcement of the station should be done often.

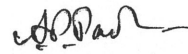
Once the schedules are finalized, it will be left to the Station Manager to implement the same and he will be given true functional autonomy. The Station Manager will be given powers to incur expenditure within the approved IGNOU norms and within overall budget allotment intimated to him. All the expenditure will also be subject to audit.

Necessary payments towards electricity charges, diesel, telephone bills and leased lines are to be made from the quarterly grant provided by EMPC, IGNOU periodically. S/he will also submit yearly statements duly certified by there Chartered Accountant and Chief Accounts Officer/Finance Officer of the partner institution. The accounts of the station will be subject to audit.

He will prepare monthly layouts of programmes and circulate it to all the members of the Steering Committee. A copy of the Programmes Schedule will also be submitted to EMPC, IGNOU.



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Annexure '2'**Existing Transmission Rates.**

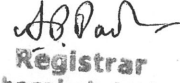
Present rates as approved by EMPC Advisory Committee are
Rs. 58,000/- per month for twenty four hours transmission per day, payable on pro-rata basis on
hours of transmission.

The transmission charges are expected to also cover.

- A Up- keep and house keeping of Gyan Vani studio and office.
- B.Extension of Attendant facilities in all shifts.
- c. Security and fire safety.



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Annexure '3'

Admissible Running Expenditure of Gyan Vani Station

Running Expenditure admissible as per clause 5(d) of the MOU to be paid out of quarterly grants, as per the approve norms.

- (A) Remuneration to core staff.
- (B) Payment to announcers, talkers, artists & experts invited for programmes.
- (C) In-house production
- (D) Transport
- (E) Telephone bills.
- (F) Internet connection.
- (G) Purchase of stationery/consumables.
- (H) Electricity Charges.
- (I) Diesel/ Petrol Charges for running of Diesel/ Petrol Generator for in house & AIR usage.
- (J) Studio Transmitter link charges.
- (K) Charges for repair of equipment.

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Registrar
Dr. Babasaheb Ambedkar
Marathwada University,
Aurangabad.

Annexure '4'

Admissible one time Expenditure for a Gyan Vani Office.

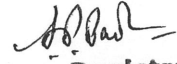
Details as per clause 5(e).

One time expenditure on

1. Table Executive (size= 5' x 2.5')	-	01
2. Table Ordinary (size= 4' x 2.5')	-	03
3. Chair Ordinary	-	04
4. Storewell	-	03
5. Visitor Chair	-	04 (2 big) (2 Small)
6. Telephone	-	03 (one for receive only)
7. Computer with Printer and UPS	-	01



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Annexure '5'

Filling up of Vacancies / Qualifications / Salaries

The vacancies will be publicized through various methods (local newspapers, Gyan Vani, AIR and IGNOU website). The entire office staff will be appointed on contract basis for a fixed tenure not exceeding initially two years for open category and limited up to 65 years for retired/superannuated people appointed as SM and ASM and 62 years in the case of retired/superannuated Accountant cum Office Assistant, Technical Assistant and Attendant. Their performance will be evaluated by EMPC and the contracts may be terminated anytime if their performance is not found satisfactory. In case of exigencies, the contracts may be extended beyond two years, after giving a break of one month, by VC, IGNOU on the recommendation of EMPC subject to the existing norms of IGNOU. All personnel will be on a consolidated fee and that would include all emoluments. The staff recruited will work exclusively for Gyan Vani Station and would be under the direct control of Station Manager who in turn will report to EMPC. They will have no claim for a regular job in Gyan Vani/IGNOU or placement/absorption in the Staff Strength of IGNOU. This expenditure on salary of the staff component will be absorbed in the total budget allocation of the respective Gyan Vani stations.

1. Station Manager (on a consolidated fee of Rs. 20,000 / 25,000 p.m.) ***

a)* Superannuated / Retired Staff from AIR / DD / other central or state Govt. organizations / private channels of repute having experience in management of production / broadcasting, not below the rank of Assistant Station Director / Assistant Station Engineer. The contract can be given up to the age of 65 years. The pay fixation for the superannuated/retired personnel will be as per government norms.

OR

b) (Through Open Selection)

Essential Qualification and Experience: Post Graduate from a recognized university in any subject + degree / diploma in Mass Communication and Journalism or related areas.

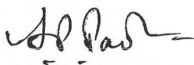
Minimum five years experience in programme production / Media Management preferably in a supervisory capacity. The contract can be given up to a maximum period of two and half years.

2. Assistant Station Manager (on a consolidated fee of Rs. 15,000 / 20,000 p.m.) ***

a)* Superannuated / Retired, Transmission / Programme Executive / Assistant Engineer or above from AIR / DD / other central or state Govt. organizations and private channels of repute. The contract can be given up to 65 years. The pay fixation for the superannuated/retired personnel will be as per government norms.

OR

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b) (Through Open Selection)

Essential Qualification & Experience: Graduate from a recognized university with a diploma (like PGDAPP, PGDRP, PGJMC) or equivalent from a recognized university

Experience in Audio programme production / Management / Journalism for at least one year.

3. **Technical Assistant (on a consolidated maximum fee of Rs. 8,000 / 10,000 p.m.) *****

a) Superannuated / Retired E.A. or above from AIR / DD / other central or state Govt. organizations / private channels of repute. The pay fixation for the superannuated/retired personnel will be as per government norms.

OR

b) (Through Open Selection)

Essential Qualification and Experience: Diploma in Electronics / Communication or equivalent qualifications from a recognized Institute / University

Minimum one year experience in operation and maintenance of studio equipment. Knowledge of Audio editing software will be preferred.

4. **Accountant cum Office Assistant (on a consolidated maximum fee of Rs. 8,000 / 10,000 p.m.)**

a) Superannuated / Retired AO / Accountant level officer of Central / State Government / PSU / University / private channels of repute.

OR

b) **Essential Qualifications:** Graduate in commerce from a recognized university.

Essential Experience: Suitable experience in accountancy with competency in computer applications.

5. **Attendant:**

8th standard pass, with a consolidated fee as per the Central Govt. rules.

Note:

- In several places, especially in the Northeast, suitable candidates are not always available. In such places, the qualification and experience may be relaxed on merit on each case by taking approval from VC, IGNOU.

*** Likely to be revised

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