



दिल्ली DELHI

35AA 545885

**AGREEMENT between
Universal Institute, Kuwait and
Jamia Millia Islamia, New Delhi**

THIS AGREEMENT herein after referred to as "The Agreement" is signed and consented to on the 6th June (Tuesday) day of 2010.

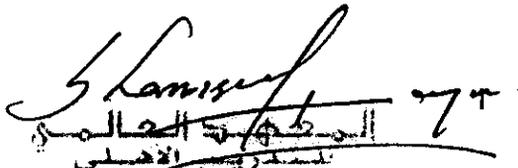
BETWEEN

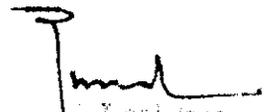
UNIVERSAL INSTITUTE, FOR PRIVATE TRAINING, KUWAIT, Registered under license No. 277 / 30th Oct 2007 form The Public Authority of Applied Education and Training, Ministry of Education State of Kuwait established in Kuwait, having its office at Moghera bin Shoba Stree, Salmiya Kuwait 220480, hereinafter referred to as " Universal Institute ", of the first part which expression shall include its assigns and permitted successors and through its authorized signatory.

And

JAMIA MILLIA ISLAMIA, created by an enactment of an act of the Parliament of India (the JMI Act, 88) and is a body corporate with a perpetual succession and a common seal acting through its Authorized Signatory, Registrar Sh. S.M. Sajid, JAMIA MILLIA ISLAMIA, hereinafter referred to as "JAMIA MILLIA ISLAMIA" of the Second Part; in short referred to as JMI.

Cont. P/2


المعهد العالمي
للتنوير والتعليم
UNIVERSAL INSTITUTE
For Private Training


Registrar
Jamia Millia Islamia
Central University
New Delhi-110025



दिल्ली DELHI

35AA 545886

Collectively referred to as "parties", WHEREAS given the mission of the Institute and JAMIA MILLIA ISLAMIA in the spheres of education and their interests in

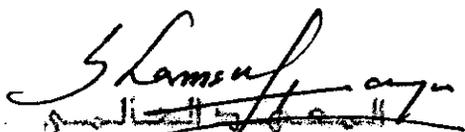
teaching and research in the field of distance and open learning, the object of the University shall be to disseminate and advance knowledge by providing instructional, research and extension facilities in such branches of learning as it may deem fit and the University shall endeavour to provide to students of and teachers the necessary atmosphere and facilities for the promotion of

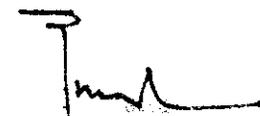
- (i) Innovations in education leading to restructuring of courses, new methods of teaching and learning, and integral development of personality;
- (ii) Studies in various disciplines;
- (iii) Inter-disciplinary studies;
- (iv) National integration, secularism and international understanding.

The parties herein above agree and undertake towards each other to offer, under the joint Distance Education Project with the UNIVERSAL INSTITUTE in Salmiya, KUWAIT such courses identified by the UNIVERSAL INSTITUTE, KUWAIT and the details of which are contained in sections 1.6 & 1.7 of this agreement, and to execute the Project in Salmiya, Kuwait as a Partner Institution of JAMIA MILLIA ISLAMIA on terms and conditions outlined below and to develop the use of information and communication technologies for education in Salmiya, Kuwait through an appropriate staff development and research assistance programme on terms and conditions to be mutually settled at a later date between the parties.

Now both the parties agree to commencement of the collaboration and understanding on terms and conditions appearing hereinafter.

Cont. P/3


2
UNIVERSAL INSTITUTE
For Private Training


Jamia Millia Islamia
New Delhi



दिल्ली DELHI

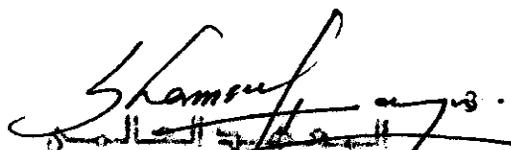
35AA 545887

SECTION A

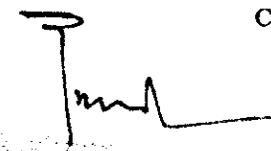
1 Obligations of UNIVERSAL INSTITUTE,

- 1.1 Will communicate with the notified officer (s) of JAMIA MILLIA ISLAMIA in all matters relating to this Agreement.
- 1.2 Will identify and indicate the appropriate programmes being conducted by JAMIA MILLIA ISLAMIA and needed by the students in KUWAIT.
- 1.3 Will advertise the said programmes at its cost, and admit students with criteria as prescribed by JAMIA MILLIA ISLAMIA.
- 1.4 Will send to JAMIA MILLIA ISLAMIA a copy of all the original application forms of the students registered for the different programmes to enable JAMIA MILLIA ISLAMIA to ratify and confirm the admission made. Ratification by JAMIA MILLIA ISLAMIA shall be mandatory.
- 1.5 Will appoint within 30 days following the coming into force of this agreement, a co-ordinator who shall be responsible for the implementation of the Agreement, for the co-ordination of operations and for rendering all logical; support and shall work in close co-operation of the notified official(s) of JAMIA MILLIA ISLAMIA
- 1.6 Will provide all pre-admission and post-admission services to the students on the basis of specific requirements of B.Ed. programme as settled through exchange of notes between the UNIVERSAL INSTITUTE and JAMIA MILLIA ISLAMIA, and subject to the laws of JAMIA MILLIA ISLAMIA.
- 1.7 Will provide all pre-admission and post-admission services to the students on the basis of specific requirements of B.Ed. programme training facilities as settled through exchange of notes between UNIVERSAL INSTITUTE

Cont. P/4


المستدر كيب الإجمالي
شامسول هامي

UNIVERSAL INSTITUTE
For Private Training


مستدر كيب الإجمالي
جامعة جاميا مليا اسلاميا
القاهرة



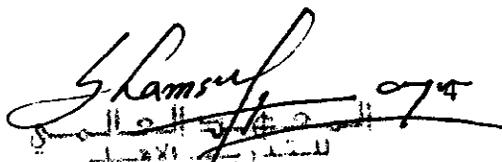
दिल्ली DELHI

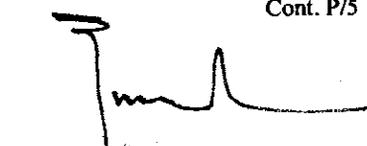
35AA 545888

and JAMIA MILLIA ISLAMIA and will bear all the expenses incurred for conduct of labs/ training of students, will identify the laboratory/ training nodes at an appropriate place/ educational institutions and will get an advance approval from JAMIA MILLIA ISLAMIA for proper conduct of training of students before offering the admissions.

- 1.8 Will take necessary measures to ensure that students enrolled, comply with the rules and regulations regulating studies at JAMIA MILLIA ISLAMIA as described in their prospects or otherwise and benefit from the same advantages as home students of such programmes.
- 1.9 Will select and engage in consultation with JAMIA MILLIA ISLAMIA local resource persons to assume the functions and duties of the counselors as per the norms evolved by JAMIA MILLIA ISLAMIA. The approval of the selected counselors will be obtained by submitting the bio-data to the JAMIA MILLIA ISLAMIA within one month from the date of signing of this agreement.
- 1.10 Will oversee and ensure the organization and holding of invigilated examinations liaise with JAMIA LILLIA ISLAMIA.
- 1.11 Will remit payments due to JAMIA LILLIA ISLAMIA by way of demand draft Transfer after collection from students within 4 weeks of being informed of the suitability of the candidates for admission to the programmes.
- 1.12 Will provide all the infrastructural facilities tha may include premises, administrative facilities for the implementation and support of the courses including computers and audiovisual equipment, fax and electronic mail.
- 1.13 Will bear airfares and provide full local hospitality (accommodation, local transport ad per diem allowance as per the rate of the Ministry of External

Cont. P/5


UNIVERSAL INSTITUTE
For Private Institutions


J. K. Singh
Central University
New Delhi-110002

आख्यक गैर न्यायिक

दस
रुपये

रु. 10

TEN
RUPEES

Rs. 10

INDIA NON JUDICIAL

दिल्ली DELHI

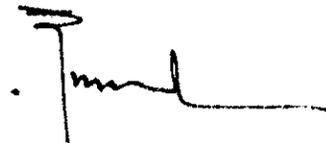
35AA 545889

Affairs, Govt. of India) to Officers and Academics of JAMIA MILLIA ISLAMIA during their visits to UNIVERSAL INSTITUTE, KUWAIT for organizing orientation programmes, counseling workshops and labs/trainings. Such visits shall be determined in terms of the programme (s) and shall be fixed each year for a given number, of officers and academics as agreed upon by JAMIA MILLIA ISLAMIA and Universal Institute subsequently.

- 1.14 Will, in addition, bear airfares, per diem with local hospitality for visits of JAMIA MILLIA ISLAMIA officers/ academic staff if invited by the UNIVERSAL INSTITUTE for any services and activities linked to infrastructure development and staff training/ orientation.
- 1.15 Will develop all publicity material, at own cost, to be displayed in different media and get them duly agreed by JAMIA MILLIA ISLAMIA before they are published.
- 1.16 Will pay the locally recruited academic counselors the stipulated honorarium agreed upon for the counseling work undertaken by them and all other payments to be made in connection with the conduct of examinations and any other work.
- 1.17 Will receive supplies of teaching materials sent by JAMIA MILLIA ISLAMIA and acknowledge receipt within 15 days following delivery.
- 1.18 Will deliver the teaching materials, supplied by JAMIA MILLIA ISLAMIA, to enrolled students and inform them of the schedule of academic counseling at least 15 days prior to the official commencement date of the programmes.


5
UNIVERSAL INSTITUTE
For Private Training

Cont. P/6



UNIVERSAL INSTITUTE
For Private Training
New Delhi

भारतीय गैर न्यायिक

दस
रुपये

TEN
RUPEES

₹.10

Rs.10

INDIA NON JUDICIAL

दिल्ली DELHI

35AA 545890

- 1.19 Shall not print, reproduce or multiply any course material, printed or electronic, which is supplied by JAMIA MILLIA ISLAMIA for use under its own name or use the said material for any financial gains without the written permission of JAMIA MILLIA ISLAMIA as the copy right in all such material vests in JAMIA MILLIA ISLAMIA.

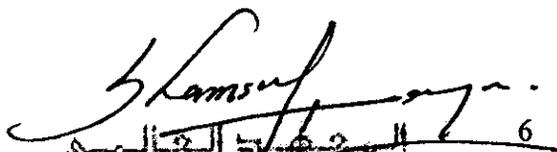
SECTION B

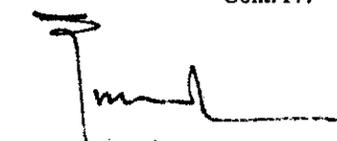
2. Obligations of JAMIA MILLIA ISLAMIA

Jamia Millia Islamia

- 2.1 Will ratify and confirm the admissions made by UNIVERSAL INSTITUTE (subject to the fulfilling of the eligibility conditions, laws and rules as prescribed by JAMIA MILLIA ISLAMIA and enroll the students for the programmes mutually agreed upon.
- 2.2 Will keep record of student's performance from initial enrolment through graduation and communicate the same to the Universal Institute as and when the results are declared.
- 2.3 Will assist in developing the resources for delivering of distance education programmes in KUWAIT and augment the use of information and communication technologies for education.
- 2.4 Will provide the application forms, information guides, bulletins, advertising materials, etc. for programmes given at Sections 1.6 and 1.7 above.

Cont. P/7


6
UNIVERSAL INSTITUTE
For Private Training


Jamia Millia Islamia
CA. Director of Education
New Delhi, India

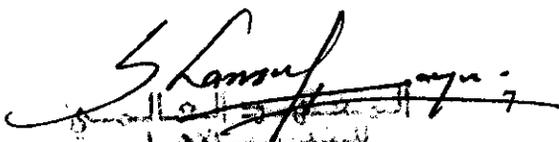


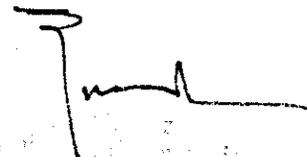
दिल्ली DELHI

35AA 545891

- 2.5 Will provide all learning materials including print and audio –video materials, training and orientation of resource persons, as per sections 1.13 and 1.14 (academics and administrative support staff) and review, revise or modify the programmes as and when necessary.
- 2.6 Will dispatch all the course materials according to the time schedule and the requirements of UNIVERSAL INSTITUTE.
- 2.7 Will provide academic, professional and technical services on specific request and on due consideration from the institute.
- 2.8 Will undertake to make arrangements for the conduct of tests and examinations at the UNIVERSAL INSTITUTE , evaluate the answer scripts, announce the results and award certificates/ diplomas/ degrees to students who have successfully completed the programmes.
- 2.9 Will provide norms and guidelines for various physical facilities required and the qualifications and experience required of personnel to be engaged as academic counselors and tutors for the implementation of the project.
- 2.10 Will undertake to conduct orientation programmes for local academic counselors in (a) the curriculum of JAMIA MILLIA ISLAMIA (b) distance education methodology (c) practical and work experience.
- 2.11 Will moderate assignments whenever marked by local tutors and sent to JAMIA MILLIA ISLAMIA by Universal Institute and return them to Universal Institute.
- 2.12 Will provide consultation and advice to students as and when required subject to UNIVERSAL INSTITUTE meeting the expenses in accordance with its obligations in clause 1.13 and 1.14

Cont. P/8


UNIVERSAL INSTITUTE
For Private Training



भारतीय गैर न्यायिक

दस
रुपये

TEN
RUPEES

₹.10

Rs.10

INDIA NON JUDICIAL

दिल्ली DELHI

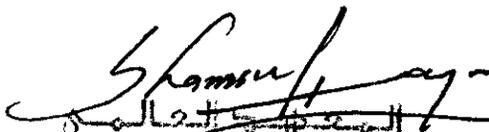
35AA 545892

- 2.13 Will conduct on-site sessions for students for a given programme whenever this is required as a part of the course delivery subject to UNIVERSAL INSTITUTE meeting the expenses in accordance with its obligations in clause 1.13 and 1.14.
- 2.14 Will advise the UNIVERSAL INSTITUTE of any case that warrants special consideration because of personal adjustment or academic problems.
- 2.15 Will undertake collaborative projects towards furthering research on open/distance learning on mutually acceptable terms and conditions.
- 2.16 Will contribute to staff development and training programmes undertaken by UNIVERSAL INSTITUTE in open and distance learning on mutually acceptable terms and conditions.

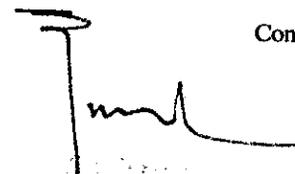
3. GENERAL

3.1 Examination Process

- (i) All the examination related document including question paper, answer sheet will be directly sent to the first officer of Indian Embassy Kuwait who is the superintendent of the Exam.
- (ii) Indian Embassy Kuwait will decide the venue for commencing the exam and will provide or depute the invigilator for the entire examination.
- (iii) At the end of each exam the answer sheet will be packed and dispatched to the JAMIA MILLIA ISLAMIA under the supervision of the superintendent on the same day.


8
UNIVERSAL INSTITUTE
For Private Trainings

Cont. P/9


Superintendent
Indian Embassy Kuwait
P.O. Box 10000
Riyadh 11451
Saudi Arabia



दिल्ली DELHI

35AA 545893

3.2 Effective Date, Duration, and Termination

The agreement shall enter into force from the date of the signature thereof for and on behalf of the two institutes, and will be valid for a period of one year. This Memorandum of Understanding shall remain in force for a period of ONE year from the date of its signature and seal, and may initially be terminated by either side by giving a six months Notice to that effect in writing. However, notwithstanding the Notice of the intent to terminate the Memorandum, all rights, obligations and corresponding duties flowing and subsisting therein shall be respected and mandated till the finalization and accomplishment thereof.

3.3 "Force Majeure"

- (i) Neither JAMIA MILLIA ISLAMIA nor UNIVERSAL INSTITUTE shall be liable to each other or to their students for failing or delay in the performance of any of its obligations under this AGREEMENT or the time over to the extent such failure or delay is caused by riots, civil commotion, war, hostilities between nations, government laws, orders or regulations, embargoes, actions by the government or any agency thereof, acts of God, storms, fires accidents, strikes, sabotages, explosions, or other similar or different contingencies beyond the reasonable control of the respective parties.
- (ii) In the event that either party is, wholly or in part, prevented from or hindered in carrying out or observing any of the terms and conditions of this agreement for any cause set forth in 3.2 (i) above, such party shall give written notice to the other party by the most expeditious means as soon as possible after and occurrence of

Shamir
UNIVERSAL INSTITUTE
For Private Training

[Signature]

Cont. P/10



दिल्ली DELHI

35AA 545894

the cause relied on, giving full particulars of the reason for such prevention, or hindrance, and the parties shall in good faith consult each other and take necessary measures for the resolution of the affairs so prevented or hindered.

(iii) On resumption of good relations/ normal conditions between two countries, the parties to this agreement shall consult each other and evolve a new AGREEMENT for future relations between them.

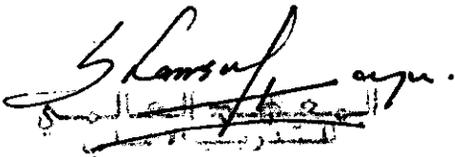
3.4 Amendment to the Agreement

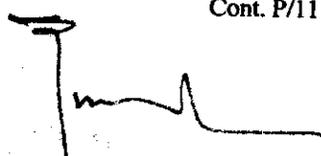
The obligations of UNIVERSAL INSTITUTE and JAMIA MILLIA ISLAMIA have been outlined in this agreement. However during the operation of the agreement, circumstances may arise which call for alterations or modifications of this agreement. These modifications/ alterations will be mutually discussed and endorsed in the form of an appendix to the Agreement. These modifications/ alterations shall be effective only if executed by the respective duly authorized representatives of each of the parties hereto.

The parties to this Memorandum may, by mutual consent, add modify, amend, delete review or revise any term(s) and condition(s) of this Agreement.

3.5 Indemnities

Both parties have agreed to bear the responsibility for any third party claims, demands, proceedings or actions against JAMIA MILLIA ISLAMIA, arising out of and as a result of any callous, negligent, deficient


UNIVERSAL INSTITUTE
For Private Training


JAMIA MILLIA ISLAMIA
A General University
New Delhi-110025

Cont. P/11



दिल्ली DELHI

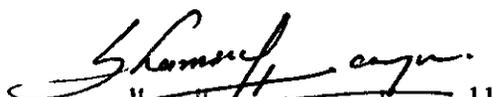
35AA 545895

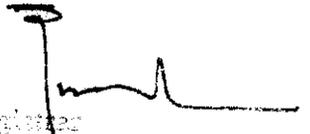
action or omission by any employee of UNIVERSAL INSTITUTE and has undertaken to keep JAMIA MILLIA ISLAMIA indemnified against all losses and damages suffered including expenses incurred by JAMIA MILLIA ISLAMIA while defending the claim (inclusive or legal expenses in KUWAIT or any other court as a result of any such claim, demands, proceedings, prosecutions or actions. The parties have agreed that this provision shall survive termination of the agreement and the UNIVERSAL INSTITUTE has agreed to clear the amounts claimed by JAMIA MILLIA ISLAMIA under this clause within 15 days from the date when the demand is made by JAMIA MILLIA ISLAMIA.

3.6 Arbitration

If any dispute or difference of any kind whatsoever may arise between the parties in connection with or arising out of this agreement or out of the breach, termination or invalidity of the agreement hereof, the parties shall resolve them by resort to the following in order to mention.

- (i) The UNIVERSAL INSTITUTE and JAMIA MILLIA ISLAMIA shall attempt for a period of 30 days after receipt of notice by the other party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the parties.
- (ii) If the dispute ca not be settled by mutual discussions within 30 days as provided there in, the dispute shall be referred to the sole arbitration of any arbitrator appointed by the Vice- Chancellor of JAMIA MILLIA ISLAMIA or the Vice -President of UNIVERSAL INSTITUTE. The party having a grievance shall serve a written notice by registered acknowledgment due


11
UNIVERSAL INSTITUTE
For Private Training

Cont. P/12

Registrar
Jamia Millia Islamia
Al-Quadrat University
New Delhi-110025



दिल्ली DELHI

35AA 545896

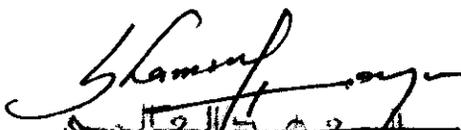
post on the other party intimating its intention of invoking the arbitration clause and shall simultaneously serve a notice in the similar mode on the Vice- Chancellor, JAMIA MILLIA ISLAMIA requesting him to appoint an arbitrator.

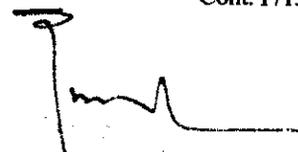
- (iii) The arbitration proceedings shall be held in accordance with the provisions of Arbitration and Conciliation Act, 1996 of India or any statutory modification or reenactment thereof. Meanwhile, for the EP suitable arbitration and reconciliation acts of UNIVERSAL INSTITUTE shall be employed, so the arbitration proceedings shall also be held in accordance with the provisions of Arbitrations and regulations of UNIVERSAL INSTITUTE or any statutory modification or reenactment thereof.
- (iv) The arbitration proceedings shall be conducted in the English Language. The venue of arbitration shall be New Delhi.
- (v) The payment to be made to the arbitrator shall be shared equally between the two parties. All other expenses incurred by each party relating to the arbitration proceedings shall be borne by the respective parties.
- (vi) Judgment upon any award rendered by the arbitrator may be entered in any court in India, having competent jurisdiction in relation there to or the application may be made to such court for a judicial acceptance or recognition of the award and announcements orders enforcement (including specific performance), as the case may be.

3.7 Interpretation

This agreement has been executed in the English and the English language that be the controlling language for interpretation thereof. No other translation, if any, of this AGREEMENT into other languages shall be of

Cont. P/13


12
UNIVERSAL INSTITUTE
For Private Training





दिल्ली DELHI

35AA 545897

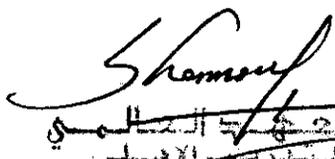
any force or effect in the interpretation of this AGREEMENT or in determination of the intent of either of the parties hereto.

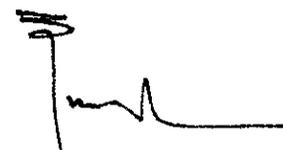
3.8 Representatives and Warranties

The UNIVERSAL INSTITUTE and JAMIA MILLIA ISLAMIA here by represent and warrant to each other ;

- a) It has the power and authority to sign this AGREEMENT, perform and comply with its duties and obligations under this AGREEMENT.
- b) This AGREEMENT constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof.
- c) The execution, delivery and performance of this AGREEMENT have been duly authorized by all requisite actions and will constitute a violation of (i) any statute, judgment, order decree or regulation of any court, governmental instrumentality or arbitral tribunal applicable or
- d) relating to itself its assets or its functions or (ii) any other documents or to the best of its knowledge any indenture, contract or agreement to which its is a party of by which it may be bound.
- e) There are no, suits or proceedings pending, to the best of knowledge threatened against it before any court, government instrumentality or arbitration tribunal that restrain it from performing its duties and obligations under this AGREEMENT , and
- f) That no representation or warranty made herein contains any untrue statement.

Cont. P/14


13
UNIVERSAL INSTITUTE
For Private Training


Jamia Millia Islamia
(Central University)
New Delhi-110025



दिल्ली DELHI

35AA 545898

3.9 Severability

Any law restraining the validity and enforceability of any provision of this agreement shall not affect the validity or enforceability of the remaining provisions hereof any this agreement shall be deemed as not containing the invalid provisions. The remaining provisions of this agreement shall remain in full force and effect, unless the invalid or unenforceable provision comprises an integral part of or otherwise is in separable from the remaining agreement. In such case, the parties to this agreement shall attempt to agree on a provision which is valid and enforceable and similar to the original provision.

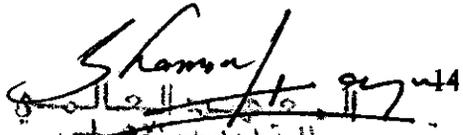
3.10 Notices

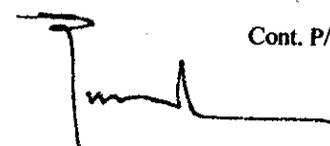
Any notice, approval, consent and other notification required or permitted to be , give hereunder shall be in writing in English and shall be personally delivered, or transmitted by registered mail with postage full paid, or transmitted by facsimile (with postage prepaid) to the address specified below 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:

JAMIA MILLIA ISLAMIA
Maulana Mohammad Ali Jauhar Marg
New Delhi - 110025

UNIVERSAL INSTITUTE
P.O.Box. 6938, Salmiya 220480
Kuwait


UNIVERSAL INSTITUTE
For Private Training

Cont. P/15

Registrar
Jamia Millia Islamia
(A Central University)
New Delhi-110025



दिल्ली DELHI

35AA 545899

3.11 Residual Clause

If any doubt arises as to the interpretation of the provisions of this AGREEMENT or as to the matters not provide therein, the parties to this agreement shall consult with each other for each instance and resolve such doubt in good faith failing which the decision of the Vice- Chancellor, JAMIA MILLIA ISLAMIA shall be final and binding.

This agreement is signed on the dated appended herein before at New Delhi.

In witness whereof, both the parties here to have duly executed the Agreement on the day and in year first mentioned above in here.

Signature : Shamul

Signature : [Signature]

Name :

Name : Registrar
Jamia Millia Islamia
(A Central University)
New Delhi-110025

Manager المعهد العالمي للتدريب الاحصائي

Registrar

FOR AND ON BEHALF OF THE
UNIVERSAL INSTITUTE
KUWAIT

FOR AND ON BEHALF OF THE
JAMIA MILLIA ISLAMIA,
NEW DELHI

WITNESSES :

1. [Signature]
(Prof. Mohammad Shakeel)

2. [Signature]
(Prof. N. U. Khan)

Prof. Mohd. Shakeel 15
Hony. Director
Arjun Singh Centre for
Distance & Open Learning
Jamia Millia Islamia
New Delhi-110025

Prof. N.U Khan
Hony. Director
University Polytechnic
Jamia Millia Islamia
New Delhi-110025



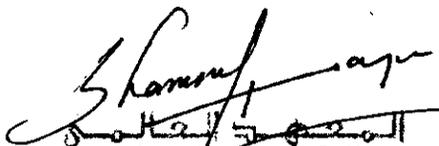
दिल्ली DELHI

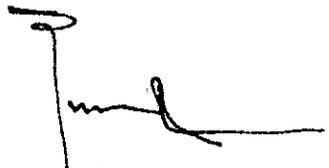
35AA 545900

FEE STRUCTURE :

Table 1.6.1 : Programme without Laboratory / Training Component

S.No.	Academic Programme	Programme Code	Duration of Programme	Fee Structure / Student per year in KD & Fils	JMI Share in KD & Fils	U I Share in KD & Fils
1	Bachelor of Education	B.Ed.	2 Years	450.000	225.00	225.00


 للتدريب الخاص
UNIVERSAL INSTITUTE
 For Private Training


 Registrar
 Jamia Millia Islamia
 (A Central University)
 New Delhi-110025