

**BIPARTITE AGREEMENT BETWEEN ..... ✨.....**

**AND NATIONAL INSTITUTE OF OPEN SCHOOLING, NEW DELHI**

This Bipartite Agreement hereinafter referred to as “Agreement” is signed on ..... the day of ..... by parties to the Agreement, .....(here-in after referred to as “ .....” of the first part which expression shall include its successors and permitted assigns).

**AND**

National Institute of Open Schooling, A-24/25, Institutional Area, Sector-62, Noida, U. P. (hereinafter referred to as “NIOS”, of the second part which expression shall include its legal successors and permitted assigns).

Whereas NIOS has agreed to launch its programmes in ..... ✨. .... Under the Distance Education and Open Learning mode.

Whereas ..... ✨..... has agreed to execute the project in ..... ✨..... as a partner institution of NIOS. Now both the parties agreed to the commencement of the Distance Education and Open Learning Project on terms and conditions appearing hereinafter.

The agreement entered herein shall be for the terms indicated in Appendix A attached to and forming part of the agreement.

**SECTION A**

**1. Obligations of ..... ✨.....**

1.1. Will identify and indicate appropriate NIOS programmes needed by the students of ..... ✨.....

Note :

✨ Name of the Institute

✨ Territory (area)

- 1.2 Will take steps to enable the students to enroll online for NIOS programmes and finalise admissions of the students thus enrolled based on the eligibility criteria prescribed by NIOS.
- 1.3 Will render all logistic support to all the registered students and coordinate all programme related work in .....\*..... and for this purpose a Coordinator will be appointed by .....\*.....
- 1.4 Will provide all pre-admissions and post-admissions services to the students on the basis of specific requirements of each programme as settled through exchange of roles between the .....\*..... and the NIOS.
- 1.5 Will provide all the necessary infrastructure for the visiting NIOS officials and academic faculty. It will also make all arrangements for the conduct of orientation programmes for the counselors of NIOS by resource persons appointed by NIOS.
- 1.6 Will select and engage local Counselors/Tutors in consultation with NIOS and will also identify gaps in the availability of local counseling support and take necessary steps to remedy such gaps.
- 1.7 Will pay the academic counselors the stipulated honorarium for the counseling work undertaken by them and all other payments to be made in connection with the conduct of examination and any other work.
- 1.8 Will provide all administrative support necessary for implementing the project and offering the identified NIOS programmes including assistance in holding examinations.
- 1.9 Will bear all examination related expenses in respect of their students.
- 1.10 Will function as examination centre of NIOS, if required by NIOS.
- 1.11 Will remit the agreed amount of fees and other payments due to NIOS by RTGS.
- 1.12 Will provide all infrastructural facility that may include class room, tables, chairs, over-head projectors, TV, Computers etc.
- 1.13 Will create the E-mail facility in the institution to facilitate rapid communication with NIOS.

- 1.14 Will bear all expenses including air travel for visits of NIOS Officers/Academics if invited by ..... For supplementary the local counseling support for the programmes.
- 1.15 Will seek approval of NIOS for all the publicity material developed by ..... to be displayed in different media.

**SECTION B**

**2. Obligations of NIOS**

- 2.1 Will ratify the admissions made by ..... (subject to the fulfilling of the eligibility conditions) and enroll the students for the programmes mutually agreed upon.
- 2.2 Will assist in developing the nucleus of a resource base for delivering distance education programmes to the students of ..... \*
- 2.3 Will provide the application forms, information guides, bulletins, etc. for the above programmes.
- 2.4 Will provide all learning materials audio-video support training and orientation of resource persons (academics and administrative support staff) and review, revise or modify the courses whenever necessary.
- 2.5 Will dispatch all the materials as per the arrangements finalized with ..... VED of NIOS will also provide the day wise training schedule to the institute.
- 2.6 Will provide academic, professional and technical consultancy services for the execution of the project on specific request from ..... and on terms and conditions agreed between NIOS and .....
- 2.7 Will assist in the arrangements for the conduct of tests and examinations, evaluate the answer scripts, announce the results and award certificate/degrees to students who have successfully completed the programmes.
- 2.8 Will provide guidelines for various physical facilities required and the qualifications and experience required of personal to be engaged for the implementation of the project.

2.9 Where academic counselors are locally available, NIOS will undertake to conduct orientation programmes for them in:

- a) the curriculum of NIOS
- b) distance education methodology
- c) Practical's and work experience.

### **3. General**

#### **3.1 Force Majeure**

If due to "Force Majeure" like riots, political disturbance or any other similar reason, it becomes advisable or necessary in the agreed opinion of ..... and NIOS to terminate the project under this agreement, the agreement may be terminated at any time by mutual consent in writing and in cases the parties do not agree, the Agreement may under the said circumstances be terminated by any of the parties by giving 30 days notice in writing to the other parties. Such termination will be effective in the manner specified in the said notice and will be without prejudice to the claims which any of the parties may have against the other the termination of this Agreement in the manner aforesaid.

#### **3.2 Duration and Termination of Agreement**

This agreement will be valid for a period of three years and would be effective from ..... During the period, the Agreement is under operation, it would be terminable on a month's notice with the written consent of both the parties. However, students admitted to any programme during the period of validity of this agreement will be enabled to complete their programmes of study and appear in the relevant examinations, and the obligations of the respective parties will continue to be in force during such period irrespective of termination of the agreement.

#### **3.3 Amendment to the Agreement**

The obligations of ..... and NIOS have been outlined in this Agreement. However, during the operation of the Agreement, circumstances may arise which call for alternation or modification of this Agreement. These modifications/alternations will be mutually discussed and agreed upon in writing.

**3.4** The agreement will be subject to jurisdiction of courts at Delhi/New Delhi (India).

This agreement is signed on the date appended herein before at .....

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

Signature

Signature

Name

Name

Secretary (NIOS)

Designation (Principal/Head/Manager)

Official Stamp

Official Stamp

Place:

Place:

Date:

Date:

Witnesses

Witnesses

1. Signature \_\_\_\_\_  
with name \_\_\_\_\_  
& address \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_  
with name \_\_\_\_\_  
& address \_\_\_\_\_  
\_\_\_\_\_

2. Signature \_\_\_\_\_  
with name \_\_\_\_\_  
& address \_\_\_\_\_

Signature \_\_\_\_\_  
with name \_\_\_\_\_  
& address \_\_\_\_\_

Note :

⊙ Name of the Institute

\* Territory (area)

**Appendix A**

This is Appendix "A" to the Agreement Between the .....  
and NIOS, Noida dated.....for the launching of NIOS  
programmes at ..... The  
areas allotted to .....programmes to  
be offered, fee structure for different programmes can be seen at the NIOS  
website. NIOS and AVI share of fees is 40 % NIOS share and 60% AVI share.  
Courses allotted to .....