

MEMORANDUM OF UNDERSTANDING (MoU)

Between

Open and Distance Learning Council (ODLC)

And

[Name of the Applicant Institution]

This Memorandum of Understanding ("MoU") is executed on this ____ day of _____, 2025

BY AND BETWEEN

Open and Distance Learning Council (ODLC),

a registered educational society under the Societies Registration Act, XXI of 1860, Government of NCT of Delhi, having its registered office at 15th Floor, Eros Corporate Tower, Nehru Place, New Delhi – 110019, India, (hereinafter referred to as "ODLC", which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and assigns),

Party of the First Part;

AND

[Name of the Institution / Organization],

a [Trust/Society/Company] registered under [relevant Act], having its registered office at [Full Address], represented through its authorized signatory Mr./Ms. _____, in the capacity of _____ (hereinafter referred to as the "Affiliated Institution", which expression shall include its successors, representatives, and permitted assigns),

Party of the Second Part.

WHEREAS:

1. ODLIC is engaged in delivering academic and skill-based education programs through open, distance, and online learning modes, in accordance with recognized national education frameworks and quality assurance norms.
 2. The Affiliated Institution has expressed interest in operating as a recognized study/support/training centre of ODLIC for delivering approved programs and services in accordance with ODLIC's academic, operational, and regulatory standards.
 3. Both parties, having mutual objectives to promote accessible and quality education, desire to enter into this legally binding agreement to define their respective roles, responsibilities, rights, and obligations.
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NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Duration and Validity

1.1 This MoU shall remain valid for a period of **three (03) years** from the date of execution, unless terminated earlier in accordance with Clause 8 herein.

1.2 The MoU may be renewed upon mutual consent, subject to compliance, satisfactory performance, and payment of renewal fees as prescribed by ODLC.

2. Obligations of ODLC

ODLC agrees to:

- Grant an official **Centre Code and Certificate of Affiliation** to the Institution.
 - Provide approved curricula, academic regulations, evaluation guidelines, and, where applicable, digital learning resources.
 - Conduct centralized or decentralized examination and certification processes.
 - Monitor academic quality, compliance, and operational conduct of the affiliated centre through inspections, reporting, and audits.
 - Issue official branding material and communication protocols post-affiliation.
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3. Obligations of the Affiliated Institution

The Affiliated Institution undertakes to:

- Operate only within the academic scope and territorial jurisdiction permitted by ODLC.
 - Maintain qualified faculty, adequate infrastructure, and learner support systems as per ODLC norms.
 - Avoid all forms of misrepresentation including, but not limited to, unauthorized claims of government recognition, board equivalency, or franchise status.
 - Submit reports, student data, and compliance declarations in a timely manner.
 - Remit all applicable affiliation, enrolment, exam, and service fees through ODLC's designated payment mechanisms.
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4. Use of ODLC Name, Logo & Intellectual Property

4.1 The Affiliated Institution shall have a **limited, non-exclusive, revocable license** to use the ODLC name and logo solely for activities explicitly approved under this MoU.

4.2 Unauthorized reproduction, modification, sublicensing, or commercial exploitation of ODLC branding, certificates, or academic resources shall constitute a **material breach** of this MoU and attract immediate termination and legal action.

5. Financial Terms

5.1 All fees shall be paid as per ODLC's notified fee structure and are **non-refundable, non-transferable, and non-adjustable** under any circumstances unless otherwise specified in writing.

5.2 The Affiliated Institution shall bear all costs related to premises, staffing, utilities, student services, and marketing at its own expense.

6. Confidentiality

Both parties agree to maintain the confidentiality of proprietary or sensitive information obtained during the course of this affiliation. No confidential information shall be disclosed to third parties without prior written consent, unless mandated by law or regulatory requirement.

7. Indemnity

The Affiliated Institution shall indemnify and hold harmless ODLC and its officers from any claims, liabilities, damages, penalties, or legal proceedings arising out of its operations, negligence, or breach of terms under this MoU.

8. Termination

8.1 Either party may terminate this MoU by giving **30 days' prior written notice**, without assigning any _____ reason.

8.2 ODLC may terminate the affiliation **with immediate effect**, without notice, in the event of:

- Misrepresentation or misuse of ODLC's name/logo
 - Academic fraud, student complaints, or quality violations
 - Non-compliance with directions issued by ODLC
 - Breach of any material clause of this MoU
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9. Governing Law and Jurisdiction

This MoU shall be governed by the laws of India. Any dispute arising out of or in connection with this MoU shall be subject to the exclusive jurisdiction of the **courts in Delhi, India**.

10. General Provisions

- This MoU constitutes the entire agreement between the parties and supersedes all prior communications.
- Any modification or waiver must be made in writing and duly signed by both parties.
- This MoU may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this MoU on the date and year first written above.

Signed for and on behalf of ODLC

Authorized Signatory

(Signature with Seal)

Name: _____

Designation: _____

Date: _____

Signed for and on behalf of the Affiliated Institution

Authorized Signatory

(Signature with Seal)

Name: _____

Designation: _____

Institution Name: _____

Date: _____