

भारतीय गैर न्यायिक

पचास  
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FIFTY  
RUPEES

Rs.50

INDIA NON JUDICIAL

दिल्ली DELHI

AA 007370

**AGREEMENT between Centria consulting, Riyadh, KSA  
and JAMIA MILLIA ISLAMIA, New Delhi**

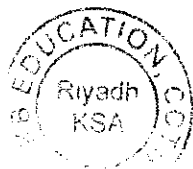
This AGREEMENT herein after referred to as the "The agreement" is signed and consented to on the 10th day of February, 2012 at New Delhi, India..

**Between**

Centria Consulting, For Educational Consulting, KSA. Registered under license no 1010278756, Oct 2009, from the Ministry of Education, Riyadh established in Riyadh , KSA having its office at Hyper Panda, Takhasussi street, Olayya, Riyadh, KSA, herein after referred to as "Centria Consulting" , 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, 1988) and is a body corporate with perpetual succession and common seal acting through its authorized signatory, Registrar Sh S.M Sajid , JAMIA MILLIA ISLAMIA, herein after referred to as "JAMIA MILLIA ISLAMIA" of the Second part : in short referred to as JMI.



Registrar  
Jamia Millia Islamia  
New Delhi

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 endeavor to provide to students of and teachers the necessary atmosphere and facilities for the promotion of

- (1) Innovations in education leading to restructuring of courses, new methods of teaching and learning , and integral development of personality
- (2) Studies in various disciplines
- (3) Inter-disciplinary studies
- (4) International understanding

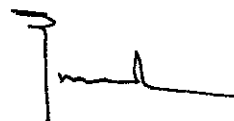
The parties herein above agree and undertake towards each other to offer, under the joint distance education project with the CENTRIA CONSULTING in Riyadh, KSA such courses identified by the CENTRIA CONSULTING and the details of which are contained in sections 1.6 and 1.7 of this agreement and to execute the project in Riyadh, KSA as a partner institution of JAMIA MILLIA ISLAMIA on terms and conditions outlined below to develop the use of information and communication technologies for education in Riyadh, KSA through an appropriate staff development and research assistance program 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.

## Section A

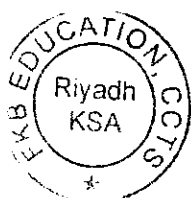
### 1 Obligations of CENTRIA CONSULTING

- 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 KSA
- 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-coordinator who shall be responsible for the implementation of the agreement, for the coordinator of operations and for rendering all logical support and shall work in close cooperation of the notified official(s) of JAMIA MILLIA ISLAMIA



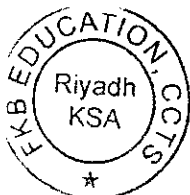
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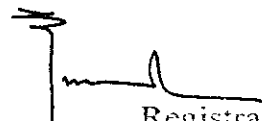
- 1.6. Will provide all pre-admission and post-admission services to the students on the basis of specific requirements of the programmes as discussed in 1.20 as settled through exchange of notes between the CENTRIA CONSULTING and JAMIA MILLIA ISLAMIA and subject to the laws of JAMIA MILLIA ISLAMIA
- 1.7. Will provide all pre-admission and post-admission services to the students on the basis of specific requirements of various programme training facilities as settled through exchange of notes between CENTRIA CONSULTING 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 MILLIA ISLAMIA
- 1.11. Will remit payments due to JAMIA MILLIA ISLAMIA by way of demand draft transfer after collection from students within 8 weeks of being informed of the suitability of the candidates for admission to the programmes.
- 1.12. Will provide all the infrastructural facilities that may include premises , administrative facilities for the implementation and support of the courses including computers and audio-visual equipment, fax and electronic mail
- 1.13. Will bear airfares and provide full local hospitality (accommodation, local , transport and per diem allowance as per the rate of the Ministry of External Affairs, Govt of India) to officers/academics/functionaries of JAMIA MILLIA ISLAMIA during their visits to Centria Consulting, KSA for organizing orientation programmes, counseling workshops and labs/trainings. Such visits shall be determined in terms of the programme (S) and shall be fixed every year for a given number, of officers and academics as agreed upon by JAMIA MILLIA ISLAMIA and Centria Consulting subsequently
- 1.14. Will, in addition, bear airfares, per diem with local hospitality for visits of Jamia Millia Islamia officers/ academics/functionaries staff if invited by the Centria Consulting 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



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- 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.
- 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 names or use the said material for any financial gains without the written express permission of JAMIA MILLIA ISLAMIA as the copy righting in all such materials vests in JAMIA MILLIA ISLAMIA
120. The various programmes that Centria Consulting will run at its centre in Riyadh & Dammam are ,
1. Bachelor of Arts (General)
  2. Bachelor of international Business & finance (BIBF)
  3. Bachelor of Commerce (B.Com)
  4. Certificate in Computer & Information Techonology (CCIT)
- 1.21 The Fees structure for the For professional & High End Technical courses, the fee structure is 4000 Saudi Riyals (1050 \$) per year. As for non- Technical courses we propose a fee structure of 3500 Saudi Riyals (950 \$) per year. As for certificate courses, the proposed fee is 2000 Saudi Riyal (550 \$) per year.
- 1.22 The Exam fees will be additional to the yearly fees which we propose to be 30 Riyals (8 \$) per Exam. So for 6 exams per year, the exam fees will be 180 Riyals (48 \$). This fees again will be shared on a 50:50 sharing model with JMI.
- 1.23 Will share all fees received with Jamia Millia Islamia on a 50:50 basis so for eg, for a fees of 1050 \$ that Centria Consulting recieves , 525 \$ will be transferred to Jamia Millia Islamia.
- 1.24 Will organise the Term End Examinations will be held either (a) the premises of the international Indian school located in Rawdah, Riyadh or (b) premises of the Indian Embassy, Riyadh, KSA




  
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## Section B

### 2. Obligations of JAMIA MILLIA ISLAMIA

#### JAMIA MILLIA ISLAMIA

- 2.1 Will ratify and confirm the admissions made by Centria Consulting (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 enrollment through graduation and communicate the same to the Centria Consulting as and when the results are declared.
- 2.3 Will assist in developing the resources for delivering of distance education programmes in KSA and augments 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 section 1.6 and 1.7 above.
- 2.5 will provide all learning materials including printing 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 material according to the time schedule and the requirements of the Centria Consulting
- 2.7 Will provide academic, professional and technical services on specific request and on due consideration for the institute
- 2.8 Will undertake to make arrangements of the conduct of tests and examinations at the Centria Consulting, 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 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 Centria Consulting and return them to Centria Consulting
- 2.12 Will provide consultation and advice to students as and when required subject to Centria Consulting meeting the expenses in accordance with its obligations in clauses 1.13 and 1.14



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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 Centria Consulting meeting the expenses in accordance with its obligation in clause 1.13 and 1.1.4

2.14 Will advise the Centria Consulting of any cause 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 Centria Consulting in Open and Distance learning on mutually acceptable terms and conditions

### 3. General

#### 3.1 Examination process

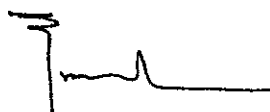
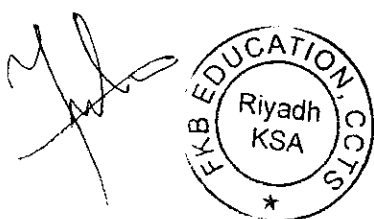
- (1) All the examination related documents including Question papers, Answer sheet will be directly sent to the First Officer of the Indian Embassy, Riyadh, KSA who is the superintendent of the exam
- (2) Indian embassy, Riyadh will decided the venue for commencing the exam and will provide or depute the invigilator for the entire examination
- (3) At the end of each examination the Answer Sheet will be packed and dispatched to the JAMIA MILLIA ISLAMIA under the supervision of the superintendent on the same day

#### 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 **Four years** from the date of its signature and seal and may initially be terminated by either side by giving a six month 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 Centria Consulting 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 of 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, act of God, storms, fires, accidents, strikes, sabotages, explosions or other similar or different contingencies beyond the reasonable control of the respective parties.



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- (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 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 the countries, the parties to this agreement may consult each other and evolve a new AGREEMENT for future relations between them

### 3.4 Amendment to the Agreement

The obligations of Centria Consulting 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 duty authorized representatives of each of the parties hereto.

The parties to this memorandum may, by mutual consent, add modify, amend, delete review 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 results of any callous , negligent , deficient, Action or omission by any employee of Centria Consulting 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 Riyadh , KSA or any other court as a result of any such claims, demands, proceedings, prosecution or actions. The parties have agreed that this provision shall survive termination or the agreement and the Centria Consulting 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

- (1) The Ccentria Consulting and JAMIA MILLIA ISLAMIA shall attempt for a period of 30 days after receipt of notice by the other party the existence of a dispute to settle such a dispute in the first instance by mutual discussion between the parties.
- (2) If the dispute cannot be settled by mutual discussions within 30 days as provided therein , the dispute shall be referred to the the sole arbitration of any arbitrator appointed by the Vice chancellor of JAMIA

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MILLIA ISLAMIA or the Vice president of Centria consulting, the party having a grievance shall serve a written notice by registered acknowledgment due 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, JAMIAMILLIA ISLAMIA requesting him to appoint an arbitrator

- (3) 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.
- (4) The arbitration proceedings shall be conducted in the English language. The venue of arbitration shall be New Delhi
- (5) The payment to be made to the arbitrator shall be shared equally between the two parties but shall be included as costs in litigation payable by the desenting party. All other expenses incurred by each party relating to the arbitration proceedings shall be borne by the respective parties
- (6) The award rendered by the arbitrator shall be final and binding on parties. It may however be appealed on substantial questions of law, but not on facts, in any court in India, having competent jurisdiction

### 3.7 Interpretation

This agreement has been executed in the English and the English language that is the controlling language for interpretation thereof. No other translation of any of this agreement in to other languages shall be of 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 Centria Consulting 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) Relation 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 it 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, governmental 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

### 3.9 Severability

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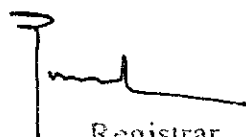
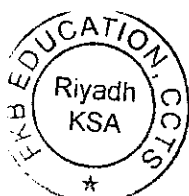
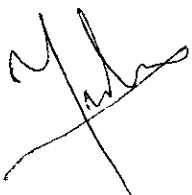
Any law restraining the validity and enforceability of any provision of this agreement shall not affect the validity or enforceability of the remaining provisions hereof any this agreement shall be deemed as not containing the invalid provisions. The remaining provisions of this Agreement shall remain in full force and affect, 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 registered mail with postage full paid or transmitted by facsimile (with postage paid) 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

Centria Consulting  
PO Box 65245  
Riyadh, 11556  
Saudi Arabia



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

**3.11 Residual Clause**

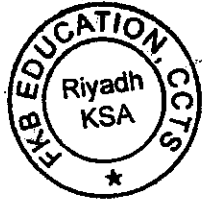
If any doubt arises as to the interpretation of the provisions of this AGREEMENT or as to the matters not provided therein, the parties to this agreement shall consult with each other for each instance and resolve such doubt in good faith failing which the decision of the VICE CHANCELLOR, JAMIA MILLIA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

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

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

Signature:.....  
Name: **FAZLOLKARIM**

Signature:.....  
Name:.....  
Registrar  
Jamia Millia Islamia  
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Manager

Registrar

For and on behalf of the Centria Consulting  
Riyadh ,KSA

For and on behalf of the JAMIA MILLIA ISLAMIA,  
New Delhi

Witnesses: *Mohd. Shakeel*

*M*

1. PROF MOHAMMAD SHAKEEL  
HONY DIRECTOR  
Prof. Mohd. Shakeel  
Hony. Director  
Arjun Singh  
Distance & ...  
Jamia Millia Islamia  
New Delhi-110025

2. Prof. KHALID MOIN  
Department of Civil Engg.  
Jamia Millia Islamia  
DEAN  
Faculty of Engg. & Tech.  
Jamia Millia Islamia  
New Delhi