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EMPLOYMENT DETAILS

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Terms & Condition:

Venkateshwara Open University (VOU), reserves the right to change the body of knowledge, prescribed books, the curriculum, examination pattern, evaluation system, rules and regulations. The students are governed by the latest regulations applicable to them during the relevant academic year. This document is designed to provide the prospective students with information only. VOU assumes no liability of any kind to any person for providing this information, whether or not such persons rely on it and even if they inform VOU of their reliance on it.

This document may contain forward-looking statements like, but not limited to, general market, macro-economic, governmental and regulatory trends, technological developments, legislative developments, court decisions, scope for further studies, career opportunities for graduates from VOU. Such forward-looking statements contained herein are subject to certain risks and uncertainties that could cause actual results to differ materially from those reflected in the forward-looking statements. VOU undertakes no duty to update any forward-looking statements, to reflect future events or circumstances.

Enrollment Agreement: The "Application Form for Enrollment" is the Enrollment Agreement (hereinafter referred to as the Agreement) between the applicants who wish to enroll for VOU Programs.

Entire Agreement: This Agreement constitutes and expresses the entire agreement and understanding between VOU and the students of VOU in reference to all matters herein referred to, all previous discussions, promises, representations and understandings relative thereto, if any, had between the parties hereto, being herein merged.

Conclusion of the Agreement: The Agreement is irrevocably concluded after the applicant signs the application form and submits it along with the required amount, physically, electronically or otherwise.

No Third Party Beneficiaries: Enrollment of any student into the Program, shall not entitle any person (including, without limitation, members) to any rights as third party beneficiary.

Balance of Dues: The liability of the student to pay the balance of dues continues until the last installment is cleared even if the student, for any reason, withdraws from/discontinues the pursuit of the programme. Wherever students have arrears of payment, they will not be permitted to register for the examinations or their examination result will not be released and their mark-sheets, pass certificates will not be issued. Further, such students will be considered as inactive on the rolls and their names are liable to be removed from the records.

No Obligation to Services: VOU has no obligation to render any services to the student members beyond the period of validity of enrollment. To clarify further, no obligation of VOU shall survive beyond the period of validity of enrollment.

Limitation of Liability: The liability of VOU towards the students is limited only to the extent of the fee paid by them. To clarify further, VOU shall not be liable to the students for punitive, exemplary, special, indirect, or consequential damages, including without limitation, lost profits.

Force Majeure: VOU shall not be liable for delay or failure in performance of any of its obligations under the Agreement when such delay or failure arises from events or circumstances beyond the reasonable control of VOU (including without limitation, acts of God, fire, flood, war, explosion, sabotage, terrorism, embargo, civil commotion, acts or omissions of any government entity, supplier delays, decisions of the University, decisions of the courts and governments, communications or power failure, equipment or software malfunction, or labor disputes).

Indemnity: A student agrees to indemnify, defend and hold VOU harmless from and against any and all loss, damage, liability and expense (including reasonable attorney's fees and costs) arising out of any third party claim, action or proceeding based directly or indirectly on the acts of omission or commission by the member or his/her agents, the breach or alleged breach or failure to comply with any applicable laws or regulations, concerning the practice of profession of management.

Arbitration: All disputes relating to or arising out of this Agreement shall be settled by reference to arbitration only and not by recourse to the courts of law including consumer courts/for a, as per the applicable Indian Law including the Arbitration and Conciliation Act of 1996. Arbitration shall be conducted by an arbitration tribunal consisting of a single member only. VOU's nominee shall be the 'persona designata' as an arbitrator. The venue of arbitration shall be Itanagar, Arunachal Pradesh, India. The students should first exhaust the remedy from the Institute Arbitration Tribunal before approaching any court of law and/or seeking redressal under the provision of Consumer Protection Act 1986. The arbitration clause shall however not apply if VOU and/or the authorized agent decide to prosecute any student for any criminal offences, including but not limited to dishonor of postdated cheques.

Applicable Law: The Agreement shall be deemed to have been made in Itanagar in the State of Arunachal Pradesh, India and shall be construed and enforced in accordance with and the validity and performance hereof shall be governed by the laws of the State of Arunachal Pradesh, India without reference to principles of conflict of laws thereof. Judicial proceedings regarding any matter arising under the terms of the Agreement shall be brought in the relevant courts of Itanagar, Arunachal Pradesh.

Jurisdiction for all disputes (if any) relating to VOU is only/exclusively in Itanagar, Arunachal Pradesh, India.

Certificate of Undertaking:

1. I have understood the payment terms, University Guidelines, other terms and conditions and agree to abide by the University policy and guidelines from time to time

2. All documents submitted are true copies, if found illegitimate, admission can be forfeited without any refund

3. I agree not to countermand and to honor all the postdated cheques enclosed by me/submitted by me towards the Installment Facility

4. I understand that in case I withdraw from the programme I will not be entitled to claim any refund of amount paid

5. I agree that I will settle the amount with VOU whether or not I continue in the programme, I understand the Jurisdiction for all disputes (if any) relating to the Institute is

only/exclusively Itanagar, Arunachal Pradesh.

- 6. I hereby declare that the information provided by me in the Application is true and correct to the best of my knowledge
- 7. My signature below certifies that I have read understood and agree to the rules and regulations, including "Legal Aspects" and my financial responsibilities
- 8. Submission of Fees and Admission form does not mean that admission is confirmed. The admission will be treated as enrolled only after Registration Number has been generated by University.
- 9. I am aware that I have applied for the online programs offered by the university and my course delivery would happen through the learning management system.

Place:

Date:

(Signature of Applicant)

FOR OFFICE USE ONLY

Application No.						
	Approved	Processed	Processed			
Signature:						
Date:						

Challan No.

Reg No.

Admission Status: Confirmed Provisional