



MKCL

Creating a Knowledge Lit World
www.mkcl.org

Date: June 18, 2018

CIN: U80302 PN2001 PLC135348

ISO 9001:2015 Company

MAHARASHTRA KNOWLEDGE CORPORATION LIMITED

Ref.:MKCL:ETP-MFS:OSOU:1:2018-19

The Registrar

**Odisha State Open University
G.M. University Campus, Budharaja,
Sambalpur 768004, Odisha, India.**

Subject: Agreement dated June 10, 2018 between Odisha State Open University ("OSOU") and Maharashtra Knowledge Corporation Limited ("MKCL").

Dear Sir,

Please find enclosed Agreement between OSOU and MKCL regarding Work-based degree program implementation in Odisha. The said Agreement has been duly executed by MKCL. One signed copy of the same is being sent to you for your record.

Further, we nominate **Dr. Revati Namjoshi, General Manager, Knowledge Lit Career Development Program (University Interface)** and **Mr. Yogesh Thorwe, Senior Program Manager** who will interface for implementation of all activities under this Agreement. These nominations shall be valid till further communication.

Contact details of **Dr. Revati Namjoshi and Mr. Yogesh Thorwe**, are as follows:

- Ms. Revati Namjoshi**
General Manager, Knowledge Lit Career Development Program (University Interface)
Contact No.: 9860252415 Email: revatid@mkcl.org
Address: Maharashtra Knowledge Corporation Limited (MKCL)
ICC Trade Tower, 'B' Wing, 5th Floor, Senapati Bapat Road, Pune-411016.
- Mr. Yogesh Thorwe**
Senior Program Manager, Educational Transformation Program
Contact No.: +91 9850693796 Email: yogesht@mkcl.org
Address: Maharashtra Knowledge Corporation Limited (MKCL)
ICC Trade Tower, 'A' Wing, 5th Floor, Senapati Bapat Road, Pune-411016.

Further, please note that any notices, requests and any other communications required or permitted under the aforesaid Agreement which are sent by emails be necessarily also marked to cs@mkcl.org.

We also request you to kindly intimate us name and contact details of the officer of OSOU who will act as a single point contact with MKCL for all activities regarding this Agreement.

With regards

Sincerely yours,


Vivék Sawant
Managing Director



Encl.: As above

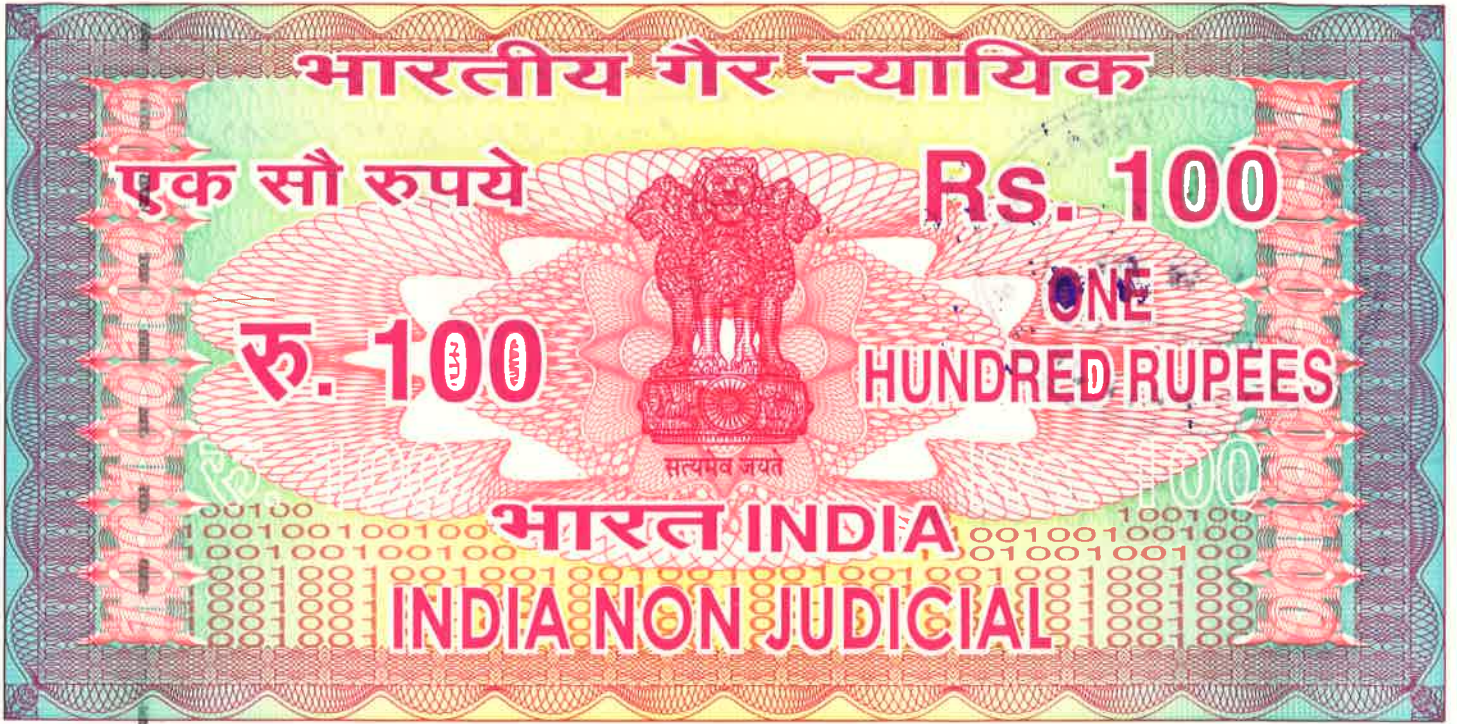
Registered Office: ICC Trade Tower, 'A' Wing, 5th Floor, Senapati Bapat Road, Shivajinagar, Pune 411 016, Maharashtra, India.

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Branch Office: ICC Trade Tower, 6th Floor, Senapati Bapat Road, Shivajinagar, Pune 411 016, Maharashtra, India. Tel.: 020- 4011 4600

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Branch Office: Seawood, Plot No. 30, Sector 42-A, Nerul, Navi Mumbai 400 706, Maharashtra, India. Tel.: +91 22 2771 5021/22, Fax No: +91 22 2771 5025



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AGREEMENT

This Agreement is executed at Sambalpur, Odisha, India on the 10th day of June, 2018.

For Odisha State Open University

For Maharashtra Knowledge Corporation Ltd.


Registrar


Vivek Sawant
Managing Director



Dr. Jayanta Kar Sharma, OES(I)
Agreement between OSOU & MKCL for Work-based Learning Program (2018)
Odisha State Open University (OSOU)
Sambalpur-758004

BETWEEN

Odisha State Open University

AND

Maharashtra Knowledge Corporation Limited

Odisha State Open University, established by the Government of Odisha in 2015 and located at G.M. University Campus, Budharaja, Sambalpur- 768004, Odisha through its Registrar, hereinafter referred to as "**OSOU**" (which term shall so far as the context admits be deemed to mean and include its successors and assignees), as the party of the First part;

AND

Maharashtra Knowledge Corporation Limited, a Company incorporated under the Companies Act, 1956, having CIN. U80302PN2001PLC135348 and having its registered office at ICC Trade Tower, 'A' Wing, 5th Floor, Senapati Bapat Road, Pune 411 016, INDIA, through its authorized representative and signatory, Shri Vivek Sawant, Managing Director, hereinafter referred as "**MKCL**" (which term shall so far as the context admits be deemed to mean and include its successors, administrators, executors and assignees), as the party of the Second part.

PREAMBLE

WHEREAS the OSOU was established by an Act and incorporated as a University in the State of Odisha for the introduction and promotion of open university and distance education system in the educational pattern of the State.

AND WHEREAS a University by the name of "OSOU" has the power to establish, maintain or recognize regional centers and study centers at such places in the State as it may deem fit.

AND WHEREAS the objects of the University are to advance and disseminate learning and knowledge by a diversity of means, including the use of communication technology, to provide opportunities for higher education to a larger segment of the population and to promote the educational well-being of the community.

WHEREAS MKCL was promoted by the Government of Maharashtra, India for propagation of the new education paradigm based on universalization and integration of Information Technology in education and taking the fruits of IT to the masses at large.

AND WHEREAS MKCL now aims to develop through collaboration, cooperation and with the help of a reputed university namely the OSOU, a high quality skilled manpower in niche areas/sectors through diploma, advanced diploma and degree programs to meet the requirements of the industries in various sectors and to instill self-employment skills in people and make them employable.

AND WHEREAS MKCL under its initiative of *Work-based learning initiative* is now imparting series of programmes under its educational program *MKCL Finishing Schools* (hereinafter referred as "**MFS**"), leading to distance education degree and post-graduate degree programs to address the manpower demands of the industry not just at the differential skill-based entry level but at an integral role-based and directly deployable levels, by forging partnerships with various organizations having domain expertise,

AND WHEREAS MKCL aims to implement the above mentioned academic programs so as to give an intensive exposure, expertise and experience in an eLearning supported internship mode in an innovative learning through working paradigm within the mentor mediated real-life work

For Odisha State Open University


Registrar

Dr. Jayanta Kar Sharma OES(i)

Registrar
Agreement between OSOU & MKCL for Work-based Learning Program (2018)

Odisha State Open University (OSOU)
Sambalpur-768004

For Maharashtra Knowledge Corporation Ltd.


Vivek Sawant
Managing Director



environments of the industries and attempt to seek a blend of the work environment and learning environment

AND WHEREAS the OSOU and MKCL recognized that it is now imperative that due importance be given to work-based education, as a result of which there is a proper match between the skilled manpower required and skilled workforce available,

AND WHEREAS the MKCL recognized that imparting such education among the people at large involves access to actionable knowledge resources

- to very large populations with various diversities - **Bigger**,
- with a high quality of relevance and applicability in life and work -**Better**,
- at an affordable cost - **Cheaper**,
- within a shortest possible time - **Faster**,
- with a wide accessibility from metros to villages - **Wider**,
- in a mass-personalized manner – **Deeper**.

AND WHEREAS the OSOU was established by an Act to establish and incorporate an Open University in Odisha for introduction and promotion of Open University and Distance Education Systems in the educational pattern of the State and for Coordination and Determination of Standards in such systems.

AND WHEREAS the OSOU has a mandate to provide an innovative system of university level education, flexible and open, in regard to methods and pace of learning, combination of courses, eligibility for enrolment, age of entry, conduct of examination and operation of the programmes with a view to promote learning and encourage excellence in new fields of knowledge.

To establish, maintain or recognize institutes, schools, regional centres and study centres and such other institute at such places in the State as it may deem feet;

To play a positive role in the development of the State and promote status of employment of people of Odisha through education, research and training;

To introduce add-on courses related to the need of employment;

To use communication technology for advancement and dissemination of learning and knowledge; To ensure access, equity, excellence and inclusive education

AND WHEREAS in view of the fact that the academic programmes in area of Information Technology designed by the MKCL would be highly beneficial to all sections of the society and would produce the skilled professionals required for Information technology as well as for other sectors and therefore the OSOU has agreed to enter into an agreement with the MKCL to provide opportunities for higher education to a larger segment of the population.

AND WHEREAS MKCL principally accepts the brand image of OSOU and MKCL will make every effort for maintaining the quality of the courses offered, MKCL will take care of promotion and proper advertisement of the said academic programmes through different media of marketing, in addition to the marketing efforts put in by the OSOU.

NOW THEREFORE the parties hereto agree to enter into an Agreement specifying their rights, duties and responsibilities for the promotion and implementation of Work-based academic programmes as detailed below:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

For Odisha State Open University


Registrar

Agreement between OSOU & MKCL for Workbased Learning Program (2018)

Dr. Jayanta K. Sharma OES(I)
Registrar
Odisha State Open University (OSOU)
Sambalpur-768004

For Maharashtra Knowledge Corporation Ltd.


Vivek Sawant
Managing Director



1. DEFINITIONS

Without limiting any other terms defined elsewhere herein as used in this Agreement, the following terms shall, unless the context otherwise require, have the following respective meanings:

- 1.1. Work-based Learning (WBL) is a joint educational initiative of OSOU and MKCL, comprising of a series of WBL academic programmes, designed and launched from time to time.
- 1.2. MFS means MKCL Finishing Schools under which academic programs under the joint initiative of OSOU and MKCL – Work-based Learning, shall be implemented
- 1.3. Study Centres means centers established, maintained or recognized by OSOU for advising, counselling, providing interface between the teachers and the learners, and rendering any academic and any other related service and assistance required by the learners including practical or work experience.
- 1.4. Learner means the individual registered through MKCL with OSOU for the programmes/s under MKCL Finishing Schools program for undertaking role based and work and performance centric education in selected programmes/s through online software framework (MKCL's Digital University) for Learner admissions after full payment of the programme fee and examination fee and receipt by OSOU of these fees within the specified period and after issuance of valid login id and password to him/her by MKCL to access MKCL's eLearning framework - ERA installed at the Study Centers.

2. RESPONSIBILITIES OF OSOU

The OSOU shall undertake the following broad responsibilities for delivery of academic programs under the initiative of Work-based Learning:

- 2.1. Take a policy decision to launch a *State*-wide Work-based Learning Mission with the overall support of MKCL.
- 2.2. Send appropriate communications to various Industries, all the Government-aided, partially aided, unaided public and private educational institutions across the *State* including schools, colleges, etc. and give wider and regular publicity through press and electronic media among the people at large regarding the necessity, benefits and availability of work and performance centric academic programs in form diploma, advanced diploma and degree.
- 2.3. Function as the Approving Body for approving programme design, which includes syllabus, programme structure, eligibility, medium, academic delivery model, fee structure, policies regarding implementation, evaluation, and certification for each programme thereunder as specified in Annexure-A from time to time and agreed upon by both the parties, leading to a certificate. The said Annexure-A will form a part and parcel of this Agreement;
- 2.4. Take responsibility to conduct eligibility verification, establish Study Centres, approve Question Bank for examination, Study Material, design of admission form, curriculum, programme design. OSOU shall take the responsibility of Quality Monitoring, monitoring examinations, ICT infrastructure at the Study Centres, taking back diploma and degree if it is obtained through malpractice, de-recognition of study centre and issuing of marksheets and certificates to the students.
- 2.5. OSOU shall function as Controlling and moderating Body for Examinations. As a controlling body its scope shall include deciding the time schedule, method and manner of examinations as mutually agreed with MKCL.

For Odisha State Open University



Registrar

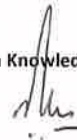
Dr. Jayanta Kar Sharma, OES(i)

Registrar

Odisha State Open University (OSOU)

Saribalpur-768004

For Maharashtra Knowledge Corporation Ltd.



Vivek Sawant
Managing Director

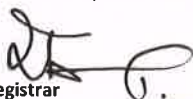


- 2.6. Issue in a timely manner the Diploma, Advanced Diploma and Degrees of the successful learners after completing the Internship and examinations. The Degrees given to the successful Learners will have signatures of the appropriate official of the OSOU.
- 2.7. Shall terminate the registration of a student who ceases to be an employee or intern of the Study Centre (Study center at Workplace) as per communication from MKCL and upon satisfying itself regarding the fact thereof. Such a student shall be eligible for re-registration at another Study Centre (Study center at Workplace) if the student satisfies all the conditions of eligibility and employment/ internship.
- 2.8. Identify and appoint/nominate/designate with adequate authority and accountability a Project Leader who will act as a single point contact with MKCL for successful implementation of the mission in a time-bound manner.

3. RESPONSIBILITIES OF MKCL

- 3.1. Shall appoint with adequate authority and accountability a Project Leader with requisite support staff for the implementation of *Work-based Learning* Mission who will act as a single point contact with OSOU for successful implementation of the mission in a time-bound manner.
- 3.2. Shall not enter into educational collaboration with any other university or similar educational body for certification of *Work-based Learning programs* without written permission of OSOU in the state of Odisha.
- 3.3. Shall undertake in an open and transparent manner the process of registration of private and public industry partners for work-based learning in the entire *State* and periodic renewal of their registration based on annual performance review.
- 3.4. In partnership with private and public training centers, shall organize and maintain *State-wide* network of industry partners with requisite infrastructure, furniture and fixtures, electrical power supply, Internet bandwidth and telecommunication and computing facilities including hardware licensed software and networking and other necessary equipments, etc.
- 3.5. Shall undertake periodic training of the various categories of the staff such as mentors, coordinators, learning facilitators, counselors, System Administrators, etc. so as to keep them updated about MKCL's norms and revisions thereof and thereby keep them equipped with state-of-the-art technology and management practices. MKCL shall undertake the entire process of Online Certification Test for mentors, learning facilitators, System Administrators and various other service providers.
- 3.6. Shall host and maintain the web-based management software framework under for smooth conduct of all work-based academic programmes.
- 3.7. Shall regularly supervise the performance of study centres, seek feedback of the learners, and implement improvements in services, wherever necessary. OSOU and MKCL shall organize regular coordination meetings, training and orientation programs for all those associated with the delivery of *Work-based learning programs*
- 3.8. Shall extend full support to OSOU for launching the work-based academic programmes at all study centres on a *State-wide* scale on a mutually agreed date and shall undertake the overall management of the conduct of the *Work-based academic programs*.

For Odisha State Open University


Registrar

Dr. Jayanta Kar Sharma, OES(I)
Registrar
Odisha State Open University (OSOU)
Sambalpur-768004

For Maharashtra Knowledge Corporation Ltd.


Vivek Sawant
Managing Director




Agreement between OSOU & MKCL for Work-based Learning Program (2018)

- 3.9. Shall undertake the marketing, advertisement and promotional programs through various media so as to give wider publicity to work-based academic programs among the potential learner clientele. It shall assist and facilitate the study centers to carry out advertisement and promotion among the potential clientele for study centers at local level.
- 3.10. Shall create, host and maintain the website for academic programs offered under this agreement under OSOU.digitaluniversity.ac
- 3.11. Shall offer the necessary technological, academic and managerial support and guidance, from time to time, to the study centres for smooth conduct of academic programs.
- 3.12. Shall manage the web-servers and database servers as well as their hosting and maintenance for the conduct of academic programs.
- 3.13. OSOU and MKCL jointly shall specify the academic and management methodology for academic programs including the processes for marketing and promotion, learner intake capacities per computer per day, application, selection, admission, fee collection and distribution of its shares to the parties.
- 3.14. MKCL in consultation with OSOU shall specify academic delivery model to seek a blend of the work environment and learning environment including mentor's role at the workplace and use of MKCL's ERA on SC@WP LAN including Learning and Content Management System (LCMS), Assignment Management System (AMS), Online Evaluation System (OES) in consultation with TNOU and the MFS eContent provided therein by MKCL.
- 3.15. MKCL shall ensure carrying out the installation, commissioning, up-gradation, from time to time, if necessary, and uninterrupted operations of server and client computer hardware, operating system software, application software, ERA Framework on SC@WP LAN including Learning and Content Management System (LCMS), Assignment Management System (AMS), Online Evaluation System (OES) software and the MFS eContent provided therein by MKCL, and in adherence to the specifications as specified by MKCL from time to time.
- 3.16. MKCL shall create the login id of each Learner on LCMS of ERA on SC@WP LAN and ensure weekly upload of Learners' progress profile to MKCL server by using the Internet facility at the SC@WP. MKCL shall analyze this data and take corrective action for ensuring satisfactory completion of the course by the Learners.
- 3.17. OSOU and MKCL in consultation with industry partners shall undertake to conceive the course content of work-based academic programs. OSOU shall approve the syllabus. MKCL shall propose revision in the syllabus every year to match the emerging trends in technology and market and emerging aspiration of the learners.
- 3.18. Shall design and develop the study material, jointly with OSOU in print and electronic media. The course material shall be revised every year.
- 3.19. MKCL in collaboration with study centers (i.e. industry partners) shall complete the application and selection process of the students.

Examination and Joint Certification

- 3.20. OSOU in consultation with MKCL shall finalize a continuous comprehensive evaluation methodology to be followed for Work-based academic programmes.
- 3.21. OSOU shall function as the Examining and Certifying Body. MKCL shall provide the software for continuous comprehensive evaluation for programmes offered under this agreement.

For Odisha State Open University

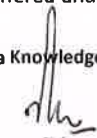

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Dr. Jayanta Kar Sharma, OES(I)

Agreement between OSOU & MKCL for Work-based Learning Program (2018)

Odisha State Open University (OSOU)
Sambalpur-768004

For Maharashtra Knowledge Corporation Ltd.


Vivek Sawant
Managing Director



3.22.MKCL shall support for smooth, impartial and trustworthy conduct of the examination at Examination Centres.

3.23.OSOU shall carry out certification of the successful learners. The certificates awarded in convocation to the successful Learners will have signature of the appropriate authority of OSOU.

3.24. OSOU shall arrange to deliver the Degrees to the successful Learners.

4. FINANCIAL TERMS

4.1. OSOU shall in mutual agreement with MKCL stipulate per learner per annum examination and certification fee, as mentioned in the annexure for respective academic program.

4.2. OSOU in mutual agreement with MKCL will stipulate and periodically revise the per learner per annum total fee including course fee to be retained by MKCL.

4.3. MKCL shall ensure that OSOU in its login gets the data of selected and admitted candidates to the program along with the details of the fees paid by the learners through MKCL's framework.

4.4. OSOU shall transfer MKCL's share of program fees to MKCL through net banking by August 15th for academic session commencing from July and by January 30th for academic session commencing from January or within 15 days from the date of payment of fees by the learner to OSOU whichever is earlier.

4.5. MKCL upon receipt of MKCL's fee share shall issue eLearning login for learner of the diploma/degree program.

4.6. The total programme fees (excluding applicable taxes if any) will be shared between OSOU and MKCL in the ratio of 30:70 i.e. OSOU's share shall be 30% and MKCL's share shall be 70%.

4.7. Services shall be additionally billed with the taxes as per the applicable tax laws.

4.8. All necessary expenses for the performance of individual responsibilities of parties hereto shall be incurred by them on their own, unless specifically being understood to be otherwise.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Intellectual Property in the context of this agreement shall refer to all such patents, trademarks, copyrights in respect of any hardware, software, product documentation, design document, or any other document, whether in printed or in electronic, digital or any other format which is an integral part of the hardware/software or is supplied along with such products which forms the subject matter of this agreement.

5.2 Intellectual Property also includes study material, course material, educational and promotional content whether in printed or in electronic, digital or any other format and all business data generated during the period of validity of this Agreement.

5.3 The software frameworks for the delivery of MFS are developed by Maharashtra Knowledge Corporation Ltd. As such, the software code, whether compiled or un-compiled, in printed or electronic format, with software design logic, graphical user interfaces (GUI) and their design, look and feel, are explicit Intellectual Property of Maharashtra Knowledge Corporation Ltd.

For Odisha State Open University


Registrar

Dr. Jayanta Kar Sharma, CES(I)
Odisha State Open University (OSOU)
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Managing Director



Agreement between OSOU & MKCL for Work-based Learning Program (2018)

only. Any third-party components licensed by it, if any, shall remain the property of those respective third-parties.

- 5.4 All the intellectual property rights, to and in the course name, content, methodology, assignments, question banks, etc. are the exclusive intellectual property of party that developed it and any third-party components licensed by it shall remain the property of that third-party.
- 5.5 The data regarding the learners applied for admission to different programs shall be the property of OSOU and MKCL shall have right of access thereto only to the extent of and for performing its responsibilities hereunder. If any application/s for information is received by MKCL under The Right To Information Act, 2005 regarding any of the said matters then, only OSOU shall be responsible for replying since the property rights are held by it.
- 5.6 Each party hereby undertakes to inform the other party of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of the land. Further, each of the party herein, agrees to co-operate with the other to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.

6. CONFIDENTIALITY

- 6.1 Both the parties undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which has been obtained or received during the course of performance hereunder, save that which is :
- (a) Inconsequential or obvious;
 - (b) Already in its possession other than as a result of a breach of this clause; or
 - (c) In the hands of the public other than as a result of a breach of this clause.
- 6.2 In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.

7. INDEMNITY

- 7.1 Each party hereby indemnifies and agrees to keep indemnified the other, from and against all direct claims, losses, liabilities, obligations, damages, expenses and costs brought against or suffered by the other or any of its respective officers, directors, employees or agents, resulting from, arising out of or relating to: -
- (a) a breach or non-performance of any of the representations, warranties, covenants and/or assurances contained herein;
 - (b) failure to perform any obligations contained herein;
 - (c) a breach of any law, rule, regulation, notification or other statutory or legal provisions or requirements;
 - (d) any willful misconduct or negligent acts by it or any of its officers, directors, employees or agents.

For Odisha State Open University

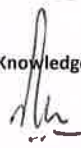

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Odisha State Open University (OSOU)
Sambalpur-768004

For Maharashtra Knowledge Corporation Ltd.


Vivek Sawant
Managing Director



8. CONTRACT INTERPRETATIONS

8.1 In this agreement unless otherwise specified:

- All words/terms denoting the singular shall include the plural and vice-versa;
- All words/terms denoting any gender shall include all genders.

9. HEADINGS

9.1 The Headings used under this agreement for a group of terms and conditions are meant to serve only as a convenience. The Headings are not to be considered for the interpretation of terms or conditions in the Agreement.

10. WAIVER

10.1 The party that is entitled to the benefit hereof may waive any term or condition of this Agreement at any time. Such waiver must be in writing and must be executed by an authorized officer of such party. A waiver on one occasion will not be deemed to be a waiver of the same or any other breach or non-fulfillment on a future occasion.

11. VALIDITY

11.1 This Agreement embodies the entire, sole and exclusive Agreement and understanding between the parties hereto with respect to the subject matter hereof.

11.2 Any amendment or modification or waiver in connection with this Agreement will not be effective unless made in writing and signed by both the parties.

11.3 If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

11.4 This Agreement shall be **effective from June 10, 2018** and shall remain valid unless terminated by both parties in writing.

12. TERMINATION

12.1 This Agreement may be terminated by either party by giving the other party a notice in writing of three months of its intention to do so, but without dishonoring any commitment entered into prior to the date of termination notice and no party shall leave its commitment unfinished which may result in tangible losses to the Learners, Study Centres and/or the other party.

12.2 The Agreement shall also stand terminated for any reasons such as legal processes, acts of the Nation or similar such exigencies beyond the normal control of the party concerned and which disable any of the parties hereto from functioning further.

12.3 The Agreement may be terminated by both parties by mutual consent.

12.4 Both the parties shall honour commitments made prior to the date of notice, complete the ongoing commitments to avoid major inconveniences.

For Odisha State Open University



Registrar

Dr. Jayanta Kar Sharma, OES(i)

Agreement between OSOU & MKCL for Work-based Learning Program (2018)

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Sambalpur-758004

For Maharashtra Knowledge Corporation Ltd.



Vivek Sawant
Managing Director



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12.5 Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and intellectual property rights.

12.6 The clauses of this Agreement, which by nature are intended to survive termination of this Agreement shall remain in effect after such termination.

13. FORCE MAJEURE

13.1 Neither party to this Agreement shall be liable for any failure or delay on its part in performing any of its obligations under this Agreement if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfill and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.

13.2 Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this agreement, be considered as a Force Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority. PROVIDED however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this Agreement then such party shall give immediate notice by registered mail or courier to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

14. JURISDICTION

14.1 All disputes and differences, whatsoever arising out of these presents or any part thereof and whether as to the construction thereof or otherwise shall be referred to the courts at Sambalpur, Odisha which shall be the courts having jurisdiction to entertain and try the same.


15. OVERRIDING EFFECT

15.1 Notwithstanding whatever is stated in this MOU, the programmes hereunder shall be implemented in compliance of applicable UGC Regulations and other applicable statutes by both the parties.

16. NOTICES

16.1 Any notices, requests and other communications required or permitted hereunder shall be in writing and shall be given by courier/registered mail or by facsimile/e-mail followed by a confirmation letter by courier, registered mail, at or to each of the parties at the addresses set forth below in this Agreement or to address as intimated from time to time:

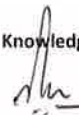
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Dr. Jayanta Kar Sharma, OES(i)

Registrar
Odisha State Open University, (OSOU)
Sambalpur-753008

For Maharashtra Knowledge Corporation Ltd.



Vivek Sawant
Managing Director



Agreement between OSOU & MKCL for Work-based Learning Program (2018)

First Party: Name: Dr. Jayanta Kar Sharma Designation: Registrar Address: Odisha State Open University (OSOU) G. M. University Campus Budharaja Sambalpur- 768004. Phone: 0663-2522700 Email: registrar@osou.ac.in	Second Party: Name: Mr. Vivek Sawant Designation: Managing Director Address: Maharashtra Knowledge Corporation Ltd. (MKCL) ICC Trade Tower, A Wing, 5 th Floor, Senapati Bapat Road, Shivaji Nagar, Pune 411016. INDIA. Tel: 020 40114500/01 Fax: 020 25630302 Email : md@mkcl.org; cs@mkcl.org
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IN WITNESS WHEREOF the parties hereto have set their respective hands to these presents and a duplicate hereof the day and year herein above written.

Party of the First Part
Stamp of the Party

For Odisha State Open University

Signature of Authorized Signatory
Name of Authorized Signatory
Designation



Dr. Jayanta Kar Sharma
Registrar
Dr. Jayanta Kar Sharma, OES(I)
Registrar
Odisha State Open University (OSOU)
Sambalpur-768004

Witness
Signature of Witness
Name of Witness
Designation

Party of the Second Part
Stamp of the Party

For Maharashtra Knowledge Corporation Limited

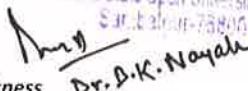


Signature of Authorized Signatory
Name of Authorized Signatory
Designation



Dr. Jayanta Kar Sharma, OES(I)
Registrar
Odisha State Open University (OSOU)
Sambalpur-768004

Witness
Signature of Witness
Name of Witness
Designation



Dr. D.K. Nayak



Vivek Sawant
Managing Director



Veena Kamath
Chief Executive Officer

For Odisha State Open University



Registrar

Dr. Jayanta Kar Sharma, OES(I)
Registrar
Odisha State Open University (OSOU)
Sambalpur-768004

For Maharashtra Knowledge Corporation Ltd.



Vivek Sawant
Managing Director



ANNEXURE A(1.1)

The list of academic programmes to be offered under this agreement. Through amendment of the agreement, this list may be updated from time to time with mutual consent of both the parties.

- **Diploma/Advance Diploma/Bachelor's Degree in Business Administration**
- **Diploma/Advance Diploma and B.Sc. in Livelihood and Sustainable Development**

Program Structure

1.	Eligibility for the Course	: 12 th Std. passed or 3 years diploma at the entry level
2.	Medium(s) of Instruction	: English
3.	Duration of the course in Years	: Diploma- 1 year, 2 semester per year Advance Diploma- 2 years 4 semesters Bachelor's Degree- 3 years 6 semesters
4.	Nature of the Course	: Distance Education Program
5.	Admission Cycle	: Every semester
6.	Examination Cycle	: Every semester
7.	Academic Delivery Mode(s)	: Work-based learning approach shall be followed for the program, wherein students shall gain and practice practical skills at Work Lab provided by industry partner in form of real-life workplaces. S/he then will go through scenario based eLearning material and interact with mentors around actions and reflections to derive theory. Comprehensive eLearning framework that offers personalized access to perform type and situation based eLearning modules, work forum shall be deployed at each study center. This framework shall ensure the learning process for individual student in a personalized manner.
8.	Modular Approach	Programme will be offered through a modular format Diploma- 12 th Pass or 3 years Diploma Advance Diploma- After completion of one year of registration in programme offered through this Agreement Bachelor's Degree- After completion of two years of registration in programme offered through this Agreement.
9.	Total Program Fees	: INR 15,000/- per student per year : Single installment

For Odisha State Open University


Registrar

Dr. Jayanta Kar Sharma, OES(I)
Odisha State Open University (OSOU)
Sambalpur-768004

For Maharashtra Knowledge Corporation Ltd.


Vivek Sawant
Managing Director



Agreement between OSOU & MKCL for Work-based Learning Program (2018)