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G 485242

Memorandum of Understanding (MoU)

This Memorandum of Understanding (MoU) is made on this, the 10th day of June, 2018

BETWEEN

Odisha State Open University, established by the Government of Odisha in 2015 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

the State Institute of Rural Development and Panchayati Raj, established in 1964 under the aegis of Panchayati Raj & Drinking Water Department, Government of Odisha, having its head office at Unit-8, Gopabandhu Nagar, Bhubaneswar - 751012 through its Director, hereinafter referred to as “SIRD & PR” (which term shall so far as the context admits be deemed to mean and include its successors and assignees), as the party of the Second part;

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


DIRECTOR
SIRD & PR, Odisha,
Panchayati Raj Deptt,
Bhubaneswar

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.

AND WHEREAS, SIRD & PR is a nodal institute of the State Government for training, research, evaluation and consultancy in the field of rural development

AND WHEREAS, SIRD & PR, has established Extension Training Centres at Bhawanipatna and Keonjhar with full-fledged infrastructure and training facilities besides having District Panchayat Resource Centres at eight different places for the purpose of training

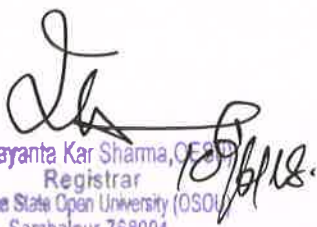
AND THEREFORE, the parties hereto, having developed an understanding desire to join hands to explore opportunities for joint collaboration in the field of distance learning for professionals in the Rural Development sector.

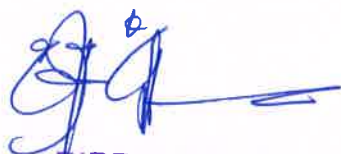
1.0 Objective

The ultimate objective of the joint collaboration is to impart education, training and provide appropriate skills for the capacity building of civil servants, elected representatives of Panchayati Raj Institutions, NGO functionaries and the youth of the State in areas of Self and Wage Employment, Livelihood Security, Communication and Extension Activities, Use of ICT for Rural Development, Decentralised Planning, Rural Entrepreneurship, e-Governance and other applied areas of Rural Development.

2.0 Scope of the MoU

Identifying specific academic programmes / projects in Annexure -1 under the MoU to serve the objective as defined above. Each activity


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would be carried out with clear goals, approach, deliverables and time-line, details of which shall be worked out jointly between the parties hereto.

Organising specialized training programmes for Course Writers / Counsellors and conducting skill development programmes and so on for furthering the objective of the joint endeavour.

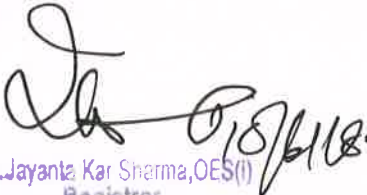
3.0 Effective Date and Duration

- (i) The MoU shall take effect from the date of execution hereof and shall remain valid for 36 (thirty Six) months.
- (ii) This MoU unless extended by mutual written agreement of the parties, shall expire 36 (thirty Six) months after the date specified above. This MoU may be amended / modified or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MoU upon 90 (ninety) days prior written notice to the other party.

4.0 Obligations of the Parties

Odisha State Open University:

- (i) Design and develop courses for promotion of Open and Distance Learning in self learning format.
- (ii) Opening of Study Centres at SIRD & PR campus at Bhubaneswar, ETCs at Bhawanipatna and Keonjhar and DPRCs at all eight districts
namely; Angul, Koraput, Malkangiri, Mayurbhanj, Puri, Rayagada, Sundargarh and Sambalpur under SIRD & PR.
- (iii) Shall provide material for translation from English to Odia.
- (iv) Produce Audio, Video and other Multimedia packages as supplementary learning resources.
- (v) Arrange Training and Orientation programme for both academic and non-academic functionaries of the University for Programme design and delivery of courses.


Dr. Jayanta Kar Sharma, OES(I)
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- (vi) Make payments to study centre functionaries, counsellors, course writers, examiners and other persons associated with the design, development and delivery of the programmes offered under the joint collaboration as per the norms fixed by the University from time to time.
- (vii) Fulfil obligations as identified under the joint programmes.

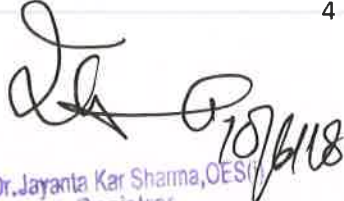
State Institute of Rural Development and Panchayati Raj (SIRD & PR):

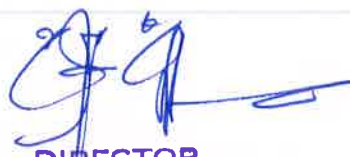
- (i) Provide man-power for the joint projects and other activities as identified jointly.
- (ii) Share knowledge available with SIRD & PR, without prejudice to the associated intellectual property as would be required in the various joint programmes.
- (iii) Provide rent-free accommodation for establishment of study centres at SIRD &PR, ETCs and DPRCs.
- (iv) Inclusion of PRI members, development functionaries and Government officials engaged in rural development / management as learners from the next academic session beginning immediately after signing of this Agreement.
- (v) Arrange Village Immersion Programmes, translate SLM to Odia language and prepare video lectures in modules for learners enrolled in rural development .
- (vi) Involve rural development learners of OSOU in the training programmes conducted by SIRD & PR and with the support of NIRD, Hyderabad and BIRD, Lucknow
- (vii) Fulfil obligations as identified under the joint programmes.

5.0 Confidentiality & Ownership

- (i) The parties shall ensure that no information / document received from each other is made public without the formal approval of the partner.

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- (ii) All intellectual property created through the common programmes shall belong to OSOU.

6.0 Liability

The OSOU shall not be held liable for any loss, damage, expense or any other liability caused on the part of SIRD & PR in connection with the services rendered under this MoU.

7.0 Force Majeure


Neither of the parties hereto shall be liable for non-performance or delay in performance for causes due to force majeure. For the purpose of this MoU, force majeure is defined as cause beyond the control of the party affected including natural calamities, acts of terrorism, war and civil commotion, etc.

8.0 Miscellaneous

As this venture is collaborative in nature, both the OSOU and SIRD & PR shall take all initiatives to discharge their respective obligations in order to achieve the objective of each of the identified programme in accordance with the spirit of the MoU.

9.0 Coordination and Review


A **Coordination and Review Committee** as specified in Annexure -2, will be responsible for day-to-day execution of the terms of the MoU and collaborative activities under this MoU at least twice a year.


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




DIRECTOR
SIRD & PR, Odisha,
Panchayati Raj Deptt
Bhubaneswar

IN WITNESS WHEREOF, the parties have executed this agreement on the day, month and year hereinabove written.

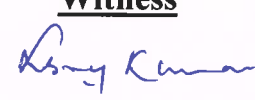
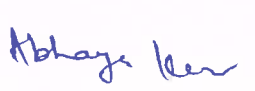

Seal and signature of the Authorised Representative of Odisha State Open University (OSOU)


Seal and signature of the Authorised Representative of State Institute of Rural Development and Panchayati Raj (SIRD & PR)

Witness

1.  (S.T. Rehman)
2.  (Dr. D.K. Nayak)

Witness

1.  (Jishu)
AD, SIRD & PR
2.  (Abhaya)
SIRD & PR

ANNEXURE- 1

Academic Programmes to be offered under the MOU

1. Certificate in Rural Development
2. Diploma in Rural Development
3. Advanced Diploma in Rural Development
4. Post Graduate Diploma in Rural Development
5. PG Programme in Rural Development (subject to approval by UGC)
6. Certificate in Rural Management
7. Diploma in Rural Management
8. Advanced Diploma in Rural Management
9. Post Graduate Diploma in Rural Management
10. Other Training Extension Programmes decided by CRC

ANNEXURE – 2

Coordination and Review Committee

- | | |
|--|--------------------|
| 1. Vice-Chancellor, OSOU | Chairman |
| 2. Director, SIRD & PR | Co-Chairman |
| 3. Two representatives from OSOU | Members |
| 4. Two representatives from SIRD & PR | Members |