

ଓଡ଼ିଶା ओडिशा ODISHA

H 311793

AGREEMENT

This Agreement is made on the 19<sup>th</sup> day of May 2017 at Bhubaneswar, Odisha, INDIA.

BETWEEN

**Odisha State Open University (OSOU)**, established by an Act of Odisha Legislature, located at Sambalpur-768004, Odisha, INDIA, hereinafter referred to as "**Certifying Authority**" acting through its authorized signatory the "**Registrar**" (which term shall so far as the context admits be deemed to mean and include its successors and assignees) as the party of the one part,

AND

**Odisha Knowledge Corporation Limited**, a Company incorporated under the Companies Act, 1956, having its registered office at Plot No.: 108/3607, Jayadev Vihar, Behind PAL Heights Bhubaneswar 751013, Odisha, India, acting through its authorized signatory, at present the Chief Executive Officer (CEO) of the company, hereinafter referred to as "**OKCL**" (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.

**Preamble:**

**WHEREAS** Government of Odisha has communicated vide letter No. HE-COOD-POL-0035/2015. 22327 /HE dated **August 6, 2016** that as per the Government Order, OKCL will conduct the training programmes of "**Odisha State - Certificate In Information Technology**" Course (OS-CIT), but a responsible authority like Odisha State Open University will test the proficiency of the learners and award certificates.

**Therefore**, this agreement is signed between both the parties as per the direction of Department of Higher Education, Govt. of Odisha.

**1. RESPONSIBILITIES OF CERTIFYING AUTHORITY**

CERTIFYING AUTHORITY shall undertake the following broad responsibilities:

- CERTIFYING AUTHORITY shall identify and appoint/nominate/designate with adequate authority and accountability a Nodal Officer, who shall be one point contact with regard to the responsibility of CERTIFYING AUTHORITY for issuing certificate to successful learners of "OS-CIT".

for Odisha State Open university

*[Signature]*  
Registrar  
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for Odisha Knowledge Corporation Ltd.

*[Signature]*  
Chief Executive Officer 19/05/2017

- b) CERTIFYING AUTHORITY, shall identify list of Examination Centres having adequate infrastructure. OSOU Study Centres located in different parts of Odisha shall act as examination centres for conduct of OS-CIT final examination. In some cases the ALCs may be declared as examination centers taking various reasons into consideration by the CERTIFYING AUTHORITY.
- c) However minimum number of examinees shall not be less than 20 in an examination centre, in case of an ALC is being approved as examination centre.
- d) The expenditure to conduct the examination is defined in the financial terms clause.
- e) CERTIFYING AUTHORITY shall prepare and print the question papers and deliver to the examination centres either by post or through any other means.
- f) CERTIFYING AUTHORITY shall conduct the final Examination of the eligible learners via OMR based examination till such point of time when the CERTIFYING AUTHORITY receives permission for conduct of online examination from UGC.
- g) CERTIFYING AUTHORITY shall publish the result for the final Examination. Certificates in digital form shall be uploaded on CERTIFYING AUTHORITY website for successful learners who have passed out the final examinations.
- h) CERTIFYING AUTHORITY and OKCL shall finalize the design of OS-CIT certificate and formats to ensure security features to prevent duplicity.
- i) CERTIFYING AUTHORITY shall conduct certification of OS-CIT re-examination learners (up to maximum of another two attempts) also, whose names are included in the list provided by OKCL. However, for additional re-examination fees only of Rs. 30/- to be paid per examinee.
- j) The Certificates given to the successful Learners will bear the logo of the CERTIFYING AUTHORITY and name of OKCL shall be mentioned in the certificate.
- k) Certificate shall have printed signatures of the appropriate official of the CERTIFYING AUTHORITY.

## **2. RESPONSIBILITIES OF OKCL**

OKCL shall undertake the following broad responsibilities for delivery of e-learning course of OS-CIT:

- a) OKCL shall appoint with adequate authority and accountability a Project Leader with requisite support staff for the implementation of OS-CIT who will act as a single point contact with CERTIFYING AUTHORITY for successful implementation of the mission in a time-bound manner.
- b) **Conduct of OS-CIT** - OKCL shall conduct the Course at all ALCs on a State-wide scale and shall undertake the overall management of the conduct of the Course across State.
- c) OKCL shall manage the web-servers and database servers as well as their hosting and maintenance for the conduct of OS-CIT.
- d) OKCL shall specify the academic, continuous comprehensive assessment and management methodology for OS-CIT.
- e) OKCL shall evaluate the learners for internal marks which is 50% and rest 50% shall be evaluated by CERTIFYING AUTHORITY through OMR/online based examination, as the case may be. The certificate shall be issued to a successful learner securing at least 20 marks out of 50 marks in internal online continuous evaluation and another 20 marks out of 50 marks in final examination.
- f) OKCL shall provide the OMR answer sheets for final examination of OS-CIT.
- g) OKCL shall provide the list of learners eligible to appear for the final examination to Certifying Authority for every Batch.

## **3. FINANCIAL TERMS**

- a) OKCL shall pay Rs. 100 per admitted students in OS-CIT, list of which shall be provided by OKCL to Odisha State Open University for proficiency test and Certification.
- b) OKCL along with CERTIFYING AUTHORITY shall prepare and provide the data of successful learners who have passed the final examination to the CERTIFYING AUTHORITY by 10<sup>th</sup> day of every month and the CERTIFYING AUTHORITY shall authenticate the data and issue the certificates by 15<sup>th</sup> day of the same month in online.
- c) OKCL will provide CERTIFYING AUTHORITY Rs. 30/- (Rupees thirty) per examinee in each batch of examination towards centre fee, preparation and printing of question papers, delivery at the examination centres and conduct of examination at OSOU Study Centres (This is in addition to the amount of Rs. 100/- payable by OKCL to OSOU for certification).
- d) OKCL shall make payment to their Approved Learning Centres in case ALC is identified as one of the examination centres and conduct of examination is the responsibility of CERTIFYING Authority.

## **4. INTELLECTUAL PROPERTY RIGHTS**

- a) All the intellectual property rights, to and in the software frameworks for the delivery of OS-CIT, content, methodologies, processes, assignments, question banks, etc. concerning OS-CIT

for Odisha State Open university

*[Signature]*  
Registrar  
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for Odisha Knowledge Corporation Ltd.

*[Signature]*  
Chief Executive Officer 19.05.2017



are the exclusive intellectual property of Maharashtra Knowledge Corporation Ltd. ("MKCL"), parent company and promoter of OKCL and any third-party components licensed by it shall remain the property of that third-party.

- b) All the intellectual property rights, to and in the course name "OS-CIT" (Odisha State - Certificate in Information Technology) and logo of OS-CIT are the exclusive intellectual property of OKCL.
- c) The data (including learner profile, online continuous evaluation results, learner assignments) regarding the learners registered with OKCL for OS-CIT, shall be the property of OKCL and the CERTIFYING AUTHORITY shall have right of access thereto only to the extent of and for performing its responsibilities hereunder.
- d) The result data pertaining to conduct of final examination for OS-CIT course shall be the property of CERTIFYING AUTHORITY and OKCL shall have right of access thereto only to the extent of and for performing its responsibilities there under.
- e) 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.
- f) OKCL cannot use the name and logo of The CERTIFYING AUTHORITY for any other purpose excepting the activities specifically mentioned as per the provisions enumerated in the MoU.

#### 5. VALIDITY

This Agreement shall be **effective from the date when** this Memorandum of Understanding is signed by the authorized signatories of both parties and the same shall remain valid till further communication from Higher Education Department, or Government of Odisha in this regard.

#### 6. ARBITRATION

In case of any dispute between the two parties under this Agreement, the Parties shall promptly and in good faith negotiate with a view to attaining its amicable resolution and settlement, and in case a settlement is not reached within a period of thirty (30) days from the date on which the above-mentioned dispute arose, such dispute shall be referred to arbitration. The Arbitration shall be conducted as per provisions of the Arbitration and Conciliation Act, 1996 and any amendments made thereto from time to time. The seat of arbitration shall be Bhubaneswar and the arbitration shall be conducted in English language. This Agreement shall remain subsisting and operative during the arbitral proceedings and no payment due/Services and payable to either Party shall be withheld except the payment/services in dispute, if any

#### 7. FORCE MAJEURE

Neither party to this Agreement shall be liable for any failure/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. 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 natural calamities, acts or omissions of any Government. 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 written notice to the other party of the existence of such conditions whose existence are claimed to delay/disable the performance of obligations as aforesaid.

#### 8. TERMINATION

This agreement can be terminated by both the parties mutually by giving three months' notice after consulting Department of Higher Education, Government of Odisha.

#### 9. JURISDICTION

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 High Court of Odisha at Cuttack which shall be the courts having jurisdiction to entertain and try the same.

IN WITNESS WHEREOF the parties hereto have set their respective hands to these presents in duplicate (wherein each copy shall be considered original) hereof the day and year herein above written.

For Odisha State Open University

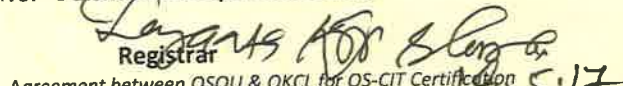
  
(Authorised Signatory)  
Registrar 19.5.17

Sebananda Panda (Sebananda Panda)

J. Babu (Rajgovind Babu)

Witness :

for Odisha State Open university

  
Registrar  
Agreement between OSOU & OKCL for OS-CIT Certification 19.5.17

For Odisha Knowledge Corp. Ltd.

  
(Authorised Signatory)  
Chief Executive Officer

Sarbaswar Tripathy

Witness : Pramod Kumar Rout

for Odisha Knowledge Corporation Ltd.

  
Chief Executive Officer 19.05.2017