May 22, 2019

Ref: C19-376

Dr Srikant Mohapatra Vice-Chancellor Odisha State Open University Budharaja, Sambalpur Odisha-768004 INDIA

E-mail: s.mohapatra@osou.ac.in;

jk.sharma@osou.ac.in

Dear Dr Mohapatra:

Re: Implementing Commonwealth Digital Education Leadership Training in Action (C-DELTA) and Promoting Quality Open Educational Resources in India

The Commonwealth of Learning (COL) seeks to confirm through this Contribution Agreement ('the agreement') the support to be provided to Odisha State Open University (OSOU) to implement the Commonwealth Digital Education Leadership Training in Action (C-DELTA) at OSOU and promote Open Educational Resources (OER) at open universities in India.

1.0 Statement of Activities for OSOU

1.1. OSOU shall:

- 1.1.1. take steps to offer the Commonwealth Digital Education Leadership Training in Action (C-DELTA) as a non-credit course for the students of OSOU;
 - 1.1.1.1. organise a 3-days workshop to develop capacities of the teachers/ academic counsellor in the jurisdiction of the OSOU to use the C-DELTA platform and server as trainers on digital education leadership;
 - 1.1.1.2. identify the participating teachers in the workshop and make arrangements for their travel and accommodation (including breakfast and dinner);
 - 1.1.1.3. arrange for the workshop venue with access to Internet and computers, including high-speed broadband connectivity, LCD projector, screen and a microphone for the workshop;
 - 1.1.1.4. make all catering arrangements (am/pm coffee/teas and snacks and buffet lunch) for the three days of the workshop;
 - 1.1.1.5. get the C-DELTA curriculum approved by the competent authority at OSOU and inform the launch date to COL (concept note attached at Annex-2);



- 1.1.1.6. include C-DELTA information as part of the OSOU website and programme handbook to include the information as non-credit course;
- 1.1.1.7. provide link to COL's C-DELTA (https://cdelta.col.org) for OSOU students to register online and complete the course;
- 1.1.1.8. assign Dr. Jayashree Parida (j.parida@osou.ac.in) and Mr Samanta Biswabhusan Dhir (sb.dhir@osou.ac.in) as the people responsible for coordinating the C-DELTA at OSOU;
- 1.1.2. organise and host a 3-days workshop on Quality Open Educational Resources (OER) for the participants of the open universities in India;
 - 1.1.2.1. invite nominations from the Vice Chancellors of the open universities in India to participate in the workshop;
 - 1.1.2.2. make appropriate travel and accommodation (including breakfast and dinner) arrangements for the nominated participants;
 - 1.1.2.3. identify and invite participants from OSOU to participate in the workshop;
 - 1.1.2.4. arrange for the workshop venue with access to Internet and computers, including high-speed broadband connectivity, LCD projector, screen and a microphone for the workshop;
 - 1.1.2.5. make all catering arrangements (am/pm coffee/teas and snacks and buffet lunch) for the three days of the workshop;
- 1.1.3. acknowledge COL's contribution by providing visibility of COL name and logo in all news, banners, etc. related to the activities under this agreement;
- 1.1.4. provide periodic updates to COL on a regular basis over the term of the agreement on the status of activities undertaken;
- 1.1.5. assign Ms. Prashansa Das (p.das@osou.ac.in) and Mr Shrimoy Paricha (s.parichha@osou.ac.in) as the people responsible for this contribution agreement; and
- 1.1.6. provide a report each for both the workshops with list of participants, disaggregated by gender, name, institution and full contact details including email addresses and telephone numbers, submitted to COL as Excel Spreadsheet.

2.0 COL Responsibilities and COL Contact

2.1. COL shall:

- 2.1.1. contribute resources up to a maximum of INR 1,449,000 (approximately CAD 27,918) towards the statement of activities;
- 2.1.2. provide the services of two (2) Consultants to facilitate both workshops; and



- 2.1.3. provide access to the C-DELTA site for OSOU students to use.
- 2.2. The COL staff member with whom OSOU should liaise on all matters related to this agreement shall be Dr Sanjaya Mishra, Education Specialist: eLearning at smishra@col.org.

3.0 Deliverables and Timeframe

- 3.1. The above agreement shall commence when both parties have signed, and a copy has been returned to COL and will continue in effect until June 24, 2019 with the following deliverables and timelines:
 - 3.1.1. conduct the OER quality workshop from June 17 19, 2019;
 - 3.1.2. conduct the 3-days C-DELTA workshop from June 26 28, 2019;
 - 3.1.3. inform COL about C-DELTA approval and launch as a non-credit course by June 30, 2019; and
 - 3.1.4. submit reports of both workshops by June 30, 2019.

4.0 Gender Equality

4.1 Gender equality is integral to all of COL's work and requires that both women's and men's views, interests and needs shape its work in learning for development. OSOU agrees that gender considerations shall inform the activities to be undertaken under this agreement.

5.0 Contribution and Invoices

- 5.1. A maximum sum of up to INR 1,449,000 (approximately CAD 27,978) based on the attached budget at Annex 1 shall be paid as a contribution by COL in two (2) instalments to OSOU as outlined below:
 - 5.1.1. first instalment of INR 1,200,000 (equivalent to approximately CAD 23,180) shall be paid as an accountable advance upon mutual signature of this agreement; and
 - 5.1.2. final instalment of up to INR 249,000 (equivalent to approximately CAD 4,798) shall be paid following completion of receipt of a statement of accounts, substantiated by receipts, which will be forwarded to COL within one month of the completion of the statement of activities. The statement of accounts will reconcile expenditure with the budget at Annex 1 and clear any accountable advances. Any amounts not spent in accordance with this agreement will be refundable to COL upon request.
- 5.2. COL's terms of payment for each instalment shall be within thirty days of receipt and acceptance of:
 - 5.2.1. the deliverables as outlined in the timeframe specified, and



5.2.2. an invoice.

- 5.3. The invoice(s) shall contain the agreement number, the name and address of the payee, and the amount of instalment due under the agreement. To facilitate the direct wire transfer of funds, the bank name, address, identity number and swift code, account number and name of account shall be required. Within Canada, COL shall normally make payment by cheque.
- 5.4. If OSOU fails to deliver any or all goods, services or materials as specified in the Statement of Activities within the time period(s) specified in the agreement, COL reserves the right to amend the contribution due under this agreement.

6.0 Copyright and Intellectual Property

- 6.1. OSOU shall assign to COL any copyright arising from the works produced in relation to the activities provided while executing this agreement.
- 6.2. COL as copyright holder shall hold the unrestricted rights to republish the work in any format at any time including editing the work and associating the work with other work.

7.0 Liability and Insurance

- 7.1. COL shall not assume any liability for any injuries or damage to OSOU or its staff and associates incurred during the course of this agreement.
- 7.2. OSOU shall undertake full responsibility for the purchase of any health and medical, accident or other insurance which may be necessary in respect of any loss, injury damage or illness occurring during the execution of this agreement.

8.0 Termination

- 8.1. This agreement may be terminated by either party before the expiry date of the agreement by giving written notice to the other party. The period of notice shall be five days in the case of agreements for a total period of less than two months and ten days in the case of agreements for a longer period.
- 8.2. As a result of termination, OSOU shall have no claim against COL other than payment on a pro rata basis for no more than the actual amount of work performed to the satisfaction of COL. Amounts received in advance but not spent in accordance with the agreement will be refundable to COL.

9.0 Confidentiality

9.1. Any information of a character confidential to the affairs of COL, to which OSOU becomes privy as a result of the work performed during this project, shall be treated as confidential, unless required to do so by law.





10.0 Assignment

10.1 This agreement may not be assigned to another party without the prior written consent of COL.

11.0 **Amendments**

This agreement may be amended by a letter of amendment specifying all modifications with the written consent of both parties.

To indicate OSOU's acceptance of this task and the associated terms and conditions, please have this letter signed by an authorised signatory where indicated and return a signed copy to COL within one week of the date of the agreement.

Sincerely,

Doris McEachern

Director: Finance, Administration & Human Resources

Dr Jayanta Kas Sharma Sharma, OES (I)

Registrar Odisha State Open University (OSOU)

Sambalpur Attachment/2

COL Internal Reference Only:

(19-LH3-315/SM/NAS) - INR 643,500 (approximately CAD 12,398)

(19-LH3-332/SM/NAS) - INR 805,500 (approximately CAD 15,520)

Total contribution value: INR 1,449,000 (approximately CAD 27,978)