

ଓଡ଼ିଶା ଆଓଡ଼ିଶା ODISHA

G 485011

Memorandum of Understanding (MoU)

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

BETWEEN

The **Sambalpur University**, Jyoti Vihar, Burla, Sambalpur, Odisha, which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **ONE PART**;

AND

The **Odisha State Open University**, established by an Act of Govt. of Odisha with its headquarters at Sambalpur and jurisdiction over entire state of Odisha (hereinafter referred to, as OSOU which expression, unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **OTHER PART**;

S. Nayak

Dr. Jayanta Kar Sharma
Dr. Jayanta Kar Sharma, Ph.D. (I)
Registrar
Odisha State Open University (OSOU)
Sambalpur
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WHEREAS, the Sambalpur University, one of the oldest and reputed University in Odisha, accredited with Grade A by NAAC, set up by Govt. of Odisha with arrangements for teaching and research in several disciplines, intends to provide skill based job oriented add-on courses to their student at postgraduate level;

AND WHEREAS, OSOU, has been engaged in providing skill based and job oriented programmes by developing appropriate modules at PG Diploma, Diploma and Certificate levels targeting the postgraduate and undergraduate students intends to share its resources as add-on courses;

AND WHEREAS, both the parties hereto, having developed an understanding desire to join hands and pursue together, activities that eventually are expected to help students in both Universities to get various job opportunities;

THEREFORE, both the parties to this agreement decide to offer the following skill based modules for the benefit of the students;

- IT Skill (Basic Computer) & Soft Skill
- Communicative English
- Leadership / Personality Development
- Entrepreneurship Development

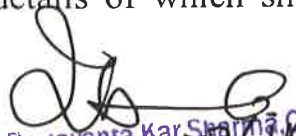
1.0 Objective

The ultimate objective of the joint endeavour is to help the youth in acquiring adequate knowledge and skills required for wide range of employment opportunities.

The immediate objective would be to set up a joint committee having representatives of both universities to finalise the road map for achieving the above objective and to monitor the progress periodically.

2.0 Scope of the MoU

Identifying specific non-credit add-on courses under the MoU to serve the objective as defined above. Each activity would be carried out with clear goals, approaches, deliverables and time-line, details of which shall be worked out jointly between the parties hereto.


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Organising specialized training programmes for Counsellors and conducting skill development programmes for students 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.

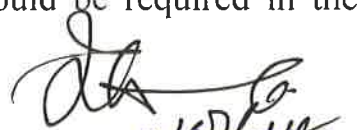
4.0 Obligations of the Parties

4.1 Sambalpur University

- (i) Nominate two members from the teaching community to represent the university in joint coordination committee meetings.
- (ii) Shall motivate the students to join the above mentioned skill-based modules to enhance their job opportunities.
- (iii) Provide available facilities/infrastructure as would be required for the joint endeavour.
- (iv) Share resource persons of Sambalpur University as would be required in various joint programmes.
- (v) Shall reflect the grade/marks secured by the students in the statement of marks issued to students as non-credit add-on courses.
- (vi) Fulfil obligations as identified under the join programmes.

4.2 Odisha State Open University

- (i) Nominate two members from the teaching community to represent the university in joint coordination committee.
- (ii) Share resource persons and course modules available with Odisha State Open University as would be required in the various joint programmes.


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- (iii) Collect Rs.500 from students towards registration in each module under the MoU.
- (iv) Establish study centre in the Sambalpur University campus.
- (v) Provide soft copy of the Self Instructional Material (SLM) to each student.
- (vi) Make payment to study centre staff and counsellors.
- (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.
- (ii) All intellectual property created through the common programmes shall belong to joint group that would decide the future of such property.

6.0 Liability

The Sambalpur University shall not be held liable for any loss, damage, expense or any other liability caused on the part of OSOU 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 Governing Law, Dispute Resolution and Jurisdiction

Any dispute between the Parties arising out of or in relation to the validity, interpretation, implementation or alleged breach of any of the provisions of this MOU during its subsistence shall be resolved amicably by the Parties. In case of failure to resolve the disputes amicably within 30 days from the date on which the existence of dispute was communicated by one party to the other, the dispute shall be referred to a sole arbitrator to be appointed by Honourable

Vice-Chancellors, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and its amendments from time to time. The place of arbitration shall be at Sambalpur. The language used in the arbitral proceedings shall be English. The decision of the sole arbitrator shall be final and binding upon the parties. The fees/expenses to be incurred for the arbitrator/arbitration proceedings shall be equally shared by the parties. All disputes arising between the parties shall be subject to the Jurisdiction of the High Court of Odisha.

9.0 Miscellaneous

As this venture is collaborative in nature, both the Sambalpur University and Odisha State Open University 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.

10.0 Coordination and Review


A Joint Coordination Committee as prescribed in Annexure -1 will be responsible for day-to-day execution of the terms of the MoU.

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


Dr. Jayanta Kar Sharma (CES-II)
Registrar
Odisha State Open University (OSOU)
Sambalpur

Sambalpur
10/6/18


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Registrar
Odisha State Open University (OSOU)
Sambalpur
Odisha State Open University


S. Nayak
10/6/18
Registrar
Sambalpur University

Witness -1 Aseem Kumar Patil
dt. 10.06.18

Witness -1 

Witness - 2 Sribharanu Panda
10-06-2018

Witness -2 Subrat Kan 

ANNEXURE-1

a) Joint Coordination Committee

JCC shall consists of the following:

1. Vice-Chancellor Sambalpur University – Chairperson
2. Vice-Chancellor Odisha State Open University – Co-Chairperson
3. Two academics from Sambalpur University – Members
4. Two academics from Odisha State Open University – Members
5. Registrar Sambalpur University – Convener
6. Registrar Odisha State Open University – Co-Convener

b) Terms of Reference:

As stated in the Memorandum of Understanding (MoU).

c) Provision for meeting:

JCC Meeting shall be held at least once in every four months alternatively at Sambalpur University and Odisha State Open University.

