

ଓଡ଼ିଶା ओड़िशा ODISHA

K 468817

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made on this, the 14th day of August, 2020

BETWEEN

Odisha State Open University (OSOU), established by the Government of Odisha in 2015 located at G.M. University Campus, Budharaja, Sambalpur- 768004 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 for Development of Arts and Crafts (SIDAC), under Handlooms, Textiles and Handicrafts Department, Govt. of Odisha registered in 2004 under Societies Registration Act (No. XXI of 1860) having its office at Gandamunda, Handicrafts Complex, Bhubaneswar through its Member Secretary hereinafter referred to as "SIDAC" (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 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.

[Signature]

Member Secretary
SIDAC

[Signature]
Registrar
Odisha State Open University
Sambalpur

AND WHEREAS a University by the name of "OSOU" has the power to establish, maintain or recognize regional centers and study centres 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, SIDAC is a Society registered under the Registration of Societies Act (No. XXI of 1860) under the Department of Handloom, Textile and Handicraft established as with a view to preserve, promote, project and disseminate the rich tradition and culture of Odisha.

AND WHEREAS recognizing the common goals of promotion, preservation and dissemination of traditional knowledge and skill of Art and Craft, design and implementation of skill development programmes in the field of Art and Crafts to empower people and raise the quality of life in Odisha. The basic, higher and master courses visualize imparting traditional knowledge and expertise on various traditional art and crafts in order to preserve and propagate the conventional art and crafts. At present, six types of art and crafts identified to be covered under this scheme. The crafts are Pattachitra, Palm Leaf engraving, Applique, Terracotta, Wood carving and stone carving.

AND THEREFORE, the parties hereto, having developed an understanding desire to join hands to explore opportunities for joint collaboration in the field of learning traditional Arts and Crafts.

1.0 Objective

The ultimate objective of the joint collaboration is to recognize the common goals of promotion, preservation and dissemination of Traditional knowledge and skill of Art and Craft, design and implementation of skill development programmes in the field of Art and Crafts to empower people and raise the quality of life in Odisha.

2.0 Scope of the MoU

To conduct the courses in Wood carving, Stone carving, Pattachitra, Palm leaf engraving, Applique, Terracotta & other crafts as may be identified and agreed to mutually from time to time and act as precursor towards the goal of convergence between conventional and open education system in the State. Organising specialized training programmes for faculties 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 60 (sixty) months.
- ii. The MoU unless extended by mutual written agreement of the parties shall expire 60 (sixty) 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 Odisha State Open University (OSOU)

- i. Provide admission forms, prospectus, programme guide and study material for the theory part.
- ii. Design and develop courses, evaluation scheme and proforma.
- iii. Produce audio, video and other multimedia packages as supplementary learning process.
- iv. Charge a nominal course fee from trainees payable to OSOU.
- v. Approve and appoint External examiners on recommendations of SIDAC.
- vi. Have the right to revise the fee, course structure and monitor the learner centre the consultation with SIDAC.

4.2 State Institute for Development of Arts and Crafts

- i. Look after Administration and provide Administrative staff.
- ii. Appoint faculties and enroll trainees.
- iii. Carry out Orientation-cum-Workshop at the beginning of each session.
- iv. Complete the selection of trainees and provide the name of trainees to OSOU for their Enrollment for OSOU certification.
- v. Monitor the class rooms and obtain the reports from faculties on the progress of their students.
- vi. Appoint external evaluators / Examiner.
- vii. Fix and pay remuneration to external evaluators/ examiners.
- viii. Conduct assignment and examination.
- ix. Forward the final list of successful learners to OSOU for certification.
- x. A signboard of the SIDAC /OSOU learning center be installed prominently at a proper place.
- xi. Make arrangement for conducting classes for theory and practical sessions.
- xii. Conduct internal assessment for practical at the end of each lesson.
- xiii. Make arrangements for the theory and practical examinations.

5.0 Confidentiality & ownership

The parties shall ensure that no information/ document received from each other are made public without the formal approval of the partner.

6.0 Liability

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


Member Secretary
SIDAC

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Sambalpur

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 SIDAC 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 **Joint Coordination Committee** as specified in Annexure – I 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 written.

Agreed upon and signed by


Registrar
Odisha State Open University
Sambalpur
Odisha State Open University

Witness-1 *Dr. Ansuman Jena*
Witness-2 *Prashanta Dash*


Member Secretary
SIDAC **Member Secretary**
SIDAC

Witness-1 *Sisir Kumar Rali*
Deputy Manager
Witness-2 *Satyajish Rout*

ANNEXURE -I

a) Joint Coordination Committee (JCC)

Joint Coordination Committee (JCC) shall consist of the following members


From OSOU	From SIDAC
1. Registrar	1. Member Secretary, SIDAC
2. One Academician	2. Manager (A&A), SIDAC
3. OIC, Bhubaneswar Office	3. Training Head, SIDAC

b) Terms of Reference:

As stated in the Memorandum of Understanding (MOU)

c) Provision of Meeting

JCC Meeting shall be held at least once in every four months alternatively at SIDAC and OSOU.


Member Secretary
SIDAC


Registrar
Odisha State Open University
Sambalpur