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Memorandum of Understanding (MoU)

This Memorandum of Understanding (MoU) is made on this, the 17th day of July,2018

BETWEEN

The **Khallikote University**, Berhampur, Odisha, (hereinafter referred to, as KUB 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;

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WHEREAS, the Khallikote University, Berhampur, Odisha, 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 students 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 level targeting the postgraduate and undergraduate students intends to share its resources as add-on courses;

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 endeavor 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 finalize 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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Organizing specialized training programs for counselor and conducting skill development programs for students and so on for furthering the objective of the joint endeavor.

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.
- This MoU unless extended by mutual written agreement of parties, shall expire 36 (thirty six) months after the date specified by mutual written agreement of parties at any time. Either party shall have the right to unilaterally terminate this MoU upon 90 days prior written noticed to the other party.

4.0 Obligation of the parties

4.1 Khallikote University

- i) Nominated two members from the teaching community to represent the university in joint coordination committee meetings.
- ii) Shall motivate the student to join the above mentioned skill based modules to enhance their job opportunities.
- iii) Provide available facilities/infrastructures as would be required for the joint endeavor.
- iv) Share resource persons of Khallikote University as would be required in various joint programs.
- 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) Fulfill obligation as identified under the joint programs.

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4.2 Odisha State Open University

- i) Nominate two members from the teaching community to represent the University in joint coordination committees.
- ii) Share resource persons and course modules available with Odisha State Open University as would be required in the various joint programs.
- iii) Collect Rs. 500 from students towards registration in each module under the MoU.
- iv) Establish study centre in Khallikote University campus.
- v) Provide soft copy of the Self Instructional Material (SIM) to each student.
- vi) Make payment to study centre staff and counselors.
- vii) Fulfill obligations as identified under the joint programs.

5.0 Confidentiality & Ownership

- i) The parties shall ensure that no information / documents received from each other is made public without the formal approval of the partners.
- ii) All intellectual property created throughout the common programs shall belong to joint group that would decide the future of such property.

6.0 Liability

The Khallikote University shall not be hold liable for any loss, damage, expense or any other liabilities caused on the party OSOU in connection with services rendered under this MoU.

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7.0 Force Majeure

Neither of the parties hereto shall be liable for no-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 climates, acts of terrorism, war and civil commotion etc.

8.0 <u>Miscellaneous</u>

As this venture is collaborative in nature, both the Khallikote University and Odisha State Open University shall take all initiative to discharge their respective obligations in order to achieve the object of each of the identified program in accordance with spirit of the MoU.

9.0 Coordination and Review

A joint coordination committee(JCC)as prescribed in Annexure-I will be responsible for day-b-day execution of the terms of the MoU.

IN WITNESS WHEREOF, the parties have executed this agreement on the 17th July 2018 hereinabove mentioned.

Registrar

Odisha State Open University

Khallikote University

Witness

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ANNEXXURE - 1

a) Joint coordination committee(JCC)

JCC shall consist of the following members

- 1. Vice-Chancellor Khallikote University Chairperson
- 2. Vice-Chancellor Odisha State Open University Co-Chairperson
- 3. Two academics from Khallikote University Members
- 4. Two academics from Odisha State Open University Members
- 5. Registrar Khallikote 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 Khallikote University and Odisha State Open University.