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Memorandum of Understanding (MoU)

This Memorandum of Understanding (MoU) is made on this, the 26th day of November 2018

BETWEEN

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 (here in after 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 ONE PART.

AND

the Fakir Mohan Autonomous College, Balasore, Odisha, (which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigned) of the OTHER PART.

WHEREAS, OSOU, has been engaged in providing skill based and job oriented programmes by developing appropriate modules at PG Diploma,

Dr. Jayanta Kar Sharing D. L. Allo

Odisha State Open University (OSOU) Sambalpur Diploma and Certificate level targeting the Post Graduate and Under Graduate students intends to share its resources as add-on courses under CBCS systems.

AND WHEREAS, The Fakir Mohan Autonomous College, Balasore, established in the year 1944 is one of the oldest and also a premier higher educational institution in Odisha and has distinguished itself as a centre of quality teaching inculcating human values and leadership qualities in its students, intends to provide skill based job oriented add-on non-credit courses to their students at both Under Graduate and Post Graduate levels under Choice Based Credit System (CBCS).

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 the Higher Educational Institutions 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 Skills
- Soft Skills
- Communicative English
- Leadership Development
- Entrepreneurship Development
- Cyber Security
- Media Management
- Disaster Management
- Legal Awareness

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.

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Odisha State Open University (OSOU Sambalpur

Sambaipur

The immediate objective would be to set up a joint committee having representatives of both the Higher Educational Institutions 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.

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 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.
- iii. Collect Rs 500 towards each module under the MoU.
- iv. Establish study centre in the college campus.
- v. Provide soft copy of the Self Instructional Material (SLM) to each student.

vi. Make payment to study centre staff and counsellors.

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Odisha State Open University (OSOL

Principal, F.M. (Auto) College, Balasore

vii. Fulfil obligations as identified under the joint programmes.

4.2 Fakir Mohan Autonomous College, Balasore

- i. Nominate two members from the teaching community to represent the college 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 Fakir Mohan Autonomous College 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 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 **<u>Liability</u>**

The Fakir Mohan Autonomous College, Balasore 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 Miscellaneous

As this venture is collaborative in nature, both Odisha State Open University and Fakir Mohan Autonomous College, Balasore shall take all

Odisha State Open University (OSOU Sambalpur

Principal, (uto) College, Balasore: 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 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 herein above written.

Registrar

Odisha State Open Sharive Sity

Fakir Mohan (Auto.) College, Balandre

Odisha State Open University (OSOU)
Sambalpur

Witness-1

Witness-1

Witness-2

Bhosesh Charden Mohorly Academic (Consultant)

OSOU, Regional Centre

Witness-2

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Principal,
(Auto) College, Balasor

ANNEXURE-1

a) Joint Coordination Committee

JCC shall consist of the following:

- 1. Vice-Chancellor Odisha State Open University Chairperson
- 2. Principal, Fakir Mohan Autonomous College, Balasore Co-Chairperson
- 3. Two Academics from Odisha State Open University Members
- 4. Two Academics from F. M. Autonomous College, Balasore Members
- 5. Registrar, Odisha State Open University Convener
- 6. Academic Bursar, F.M. Autonomous College, Balasore 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 alternately at the Odisha State Open University and the Fakir Mohan Autonomous College, Balasore.

F.M. (Auto) College, Bina

Or. Jayanta Kar Sharma, UES(4)
Registrar
Odisha State Open University (OSOU)
Sambalour