

ଓଡ଼ିଶା ओड़िशा ODISHA

H 872390

## Memorandum of Understanding (MoU)

This Memorandum of Understanding (MoU) is made on this, the day of 07.09.2018

BETWEEN

The **Ravenshaw University**, At. College Square, PS.Malgodown, Town & Dist.Cuttack, in the state of Odisha, India 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 Head Quarters at Sambalpur and jurisdiction over entire state of Odisha(herein after refereed to, as OSOU which expression, unless excluded by or repugnant to context or meaning thereof, be deemed to include its successors and permitted assigns) of the **Other Part**;

  
07.09.18  
Dr. Jayanta Kar Sharma, CES (1)  
Registrar  
Odisha State Open University (OSOU)  
Sambalpur

  
Registrar  
Ravenshaw University  
Cuttack

**WHERE AS**, the Ravenshaw University, established by an Act of Govt. of Odisha, came in to existence on the 15<sup>th</sup> November 2006 as unitary reputed University of higher learning in India under the state of Odisha, accredited with Grade “A” by NAAC, with arrangements for teaching and research in several disciplines, creating distinct niche for itself in India and intends to provide skill based job oriented add-on courses to their students at post graduate level;

**AND WHERE AS**, 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 recourses as add-on courses;

**AND WHERE AS**, 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 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 skill required for wide range of employment opportunities.

  
**Dr. Jayanta Kar Sharma, B.ES (I)**  
 Registrar  
 Odisha State Open University (OSOU)  
 Sambalpur

  
**Registrar**  
**Ravenshaw University**  
 Cuttack

The immediate objective would be 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.

Organizing specialized training programmes for counselors and conducting skill development programmes for students and so on for furthering the objective of the joint endeavor.

## 3.0 Effective date and duration

(i).The **MoU** shall take effective from the date of the execution hereof and shall remain valid for 36 (thirty six) months.

(ii). This MoU unless extended by mutual written agreement of both 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 both parties at any time. Either party shall have the right to unilaterally terminated this MoU upon 90(**Ninety**) days prior written notice to the other party.

  
 07.09.18  
**Dr. Jayanta Kar Sharma, OFS**  
 Registrar  
 Odisha State Open University (OSOU)  
 Sambalpur

  
 Registrar  
 Ravenshaw University  
 Cuttack

#### 4.0 Obligation of the Parties

##### 4.1 Ravenshaw 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 Ravenshaw 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. Fulfill obligations identified under the joint programmes.

##### 4.2 Odisha State Open University

- i. Nominate two members from the teaching community to represent the University in joint coordinator committee.
- ii. Share resource persons and course modules available with Odisha State Open University, as would be required in various joint programmes,
- iii. Collect Rs.500 from students, towards registration in each module under the MoU.
- iv. Establish study centre in the Ravenshaw University campus,

  
 07.09.18  
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 Registrar  
 Odisha State Open University (OSOU)  
 Sambalpur

  
**Registrar**  
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 Cuttack



- v. Provide soft copy of the Self Instructional Material (SLM) to each student,
- vi. Make payment to study centre staff and counselors.
- vii. Fulfill 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 Ravenshaw 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.

  
07.9.18  
**Dr. Jayanta Kar Sharma, OES**  
Registrar  
Odisha State Open University (OSOU)  
Sambalpur

  
07/9/2018

### 8.0 Miscellaneous

As this venture is collaborative in nature, both Ravenshaw 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. The detail modalities for implementation of programme will be chalked out after discussion of both parties.'

### 9.0 Coordination and review

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

### 10. Governing Law, Dispute Resolution and Jurisdiction


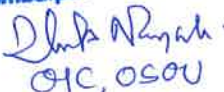
Any dispute between the Parties arising out of or in relation to the validity, interpretation, implementation or alleged breach of any of the provisions of this MOU during its subsistence shall be resolved amicably by the Parties. In case of failure to resolve the disputes amicably within 30 days from 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-Chancellor's of Ravenshaw University, 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 Cuttack. 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

  
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Odisha State Open University (OSOU)  
Sambalpur

  
Registrar  
Ravenshaw University  
Cuttack


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, Cuttack.

**IN WITNESS WHEREOF** the parties have executed this agreement on the day, month and year herein above written

  
 Registrar  
 Odisha State Open University  
 Dr. Jayanta Kar Sharma, OES  
 Registrar  
 Odisha State Open University  
 Sambalpur  
 Witness -1   
 Dr. N. Rajan  
 OIC, OSOU

Witness -2   
 Ansuman Jena  
 Assistant, OSOU

  
 Registrar  
 Ravenshaw University  
 Cuttack

Witness -1   
 P. K. Parameendy Parhi  
 7/9/2018

Witness -2   
 P. K. Parameendy Parhi

#### **ANNEXURE-1**

##### **a) Joint Coordination Committee (JCC)**

JCC shall consist of the following members:

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