



MEMORANDUM OF UNDERSTANDING
BETWEEN
COMMONWEALTH OF LEARNING - COMMONWEALTH EDUCATIONAL
MEDIA CENTRE FOR ASIA
AND
Krishna Kanta Handique State Open University (KKHSOU)

This **MOU** is made between the **Commonwealth Educational Media Centre for Asia (CEMCA)**, the regional centre of **Commonwealth of Learning (COL)**, having its office at 7/8 Sarv Priya Vihar, New Delhi 110016, India, an inter-governmental organization created by Commonwealth Heads of Government in 1987 (herein after called "**COL-CEMCA**") of the one part.

and

The **Krishna Kanta Handique State Open University (KKHSOU)**, an Open University established under the provision of the KKHSOU Act, 2005, enacted by the Government of Assam, and published in the Assam Gazette (extraordinary) dated 29/9/2005, represented by its Vice Chancellor, hereinafter referred to as "KKHSOU" (which term shall, so far as the context admits, be deemed to mean and include its successors and assignees) of the other part.

WHEREAS COL-CEMCA has the objective to encourage the development and sharing of open and distance education, knowledge, resources and technologies and to assist Commonwealth member governments to benefit from this.

WHEREAS the KKHSOU has the objective to provide access to and opportunities for higher education to large segments of the population, particularly the disadvantaged groups in remote and rural areas, in-service people, homemakers, and other adults who wish to upgrade or acquire knowledge through studies in various fields. To strengthen and diversify the programmes of study to lend employability and building the economy of the country by developing competencies in human resource. To enhance better learning opportunities and the Gross Enrolment Ratio in the state of Assam by providing a non-formal channel complementary to the conventional education. To advance and disseminate learning and knowledge through diversified means including the use of Information and Communication Technology; to provide quality education, and training for skills development in the arts and crafts of the state.

NOW THEREFORE, COL-CEMCA and the KKHSOU, collectively referred to as the Parties, inspired by their common objectives in promoting and enhancing the quality of Distance Education in the Asian region. Both parties recognize the importance of collaboration in the field of educational media resources, research, and development for the advancement of Distance Education and agree to collaborate on initiatives aimed at improving the quality and accessibility of Distance Education, therefore, decided to enter this MOU and agree as herein contained as follows:

Rajen S. P. M.

Article I. Objective and Purpose

The main objective and purpose of this MOU are:

- 1.1 Development and sharing of educational media resources.
- 1.2 Promoting Open Educational Resources through Collaborative efforts including the creation of an OER repository.
- 1.3 Research and development in Open and Distance Learning methodologies and technical advice for the establishment of a research centre for intensive research on open, distance and technology-enhanced learning.
- 1.4 Training and capacity-building programs for educators and practitioners in Open, Distance and Online Learning.
- 1.5 Training, and capacity-building programmes for schoolteachers of the state through LMS-based interventions.
- 1.6 Joint conferences, seminars, and workshops related to Open and Distance Learning.
- 1.7 Any other activities mutually agreed upon by both parties.


Article II. Mutual Interest

- 2.1 Without limitation to the generality of the objective(s), the possible areas of collaboration and roles and responsibilities include:
 - 2.1.1 CEMCA shall provide expertise, capacity building, research, and advisory support in the field of educational media resources for Open & Distance Learning.
 - 2.1.2 Conduct FDPS for Faculty and Staff of the Open University system in various aspects of ODL.
 - 2.1.3 Build capacity of KKHSOU staff and Faculty to become Master Trainers.
 - 2.1.4 KKHSOU will ensure that quality learning resources are created and are placed in the OER repository.
 - 2.1.5 KKHSOU will delegate staff and faculty for capacity building programmes.

The MOU facilitates and allows sub-contracts for the phase-wise projects aimed at achieving the objectives of the MOU related to the development of OERs and other learning resources and Faculty Development in various aspects of ODL/ Blended and Online Learning. Both parties shall collaborate in the planning and execution of joint initiatives.

Article III. Assignment or Transfer to Third Parties

- 3.1 The responsibilities of the Parties under this MOU are not assignable or transferable without the prior written consent of both parties. Any attempt to assign or transfer, including by operation of law, is void unless there is the prior written approval of both Parties.

Ranjana P. D.


Article IV. Joint Committee

4.1 A Joint Committee will be set up with representatives from both Parties to meet at least twice a year at a mutually convenient time and place, to follow up the execution of this MOU and suggest necessary measures for its effective implementation. Meetings may be also be held online.

Article V. Financial Arrangements

5.1 The Parties concur that they will each use their own funds or funding sources to perform their respective responsibilities under this MOU. This MOU does not represent any commitment with regard to funding on the part of either Party. Financial terms of each party on identified activities or projects shall be addressed in the specific agreements that will be executed to undertake such projects.

Article VI. Amendments

6.1 The terms and conditions of this MOU may only be changed by mutually agreed written amendment signed between the Parties.

Article VII. Duration and Termination

7.1 This MOU shall enter into force on the latest date of its signature by the authorised signatories of both Parties and shall remain in effect for a period of three year, unless terminated by either Party with advance written notice to the other. It shall terminate sixty (60) days after receipt of such notice. The MOU is renewable for a further one-year term upon written mutual consent of both Parties, to be received one month prior to the expiry of the initial term. The renewal can be initiated by either party.

7.2 Notwithstanding its termination, the provisions of this MOU shall survive to the extent necessary to permit an orderly settlement of accounts between the Parties and to bring ongoing activities to a proper close with the least disruption to the pending work.

7.3 However, termination of this MOU shall not effect any agreement the Parties enter into unless such specific agreement also is terminated in terms of the provisions therein.

7.4 The Parties confirm that they shall exercise good faith efforts to resolve any dispute between the Parties arising from or in connection with this MOU through mutual negotiation, consultations and mediation.

Rajendra P. Sharma

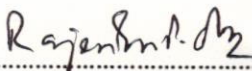


Article VIII. Confidentiality

- 8.1 Each Party agrees to treat with the utmost confidentiality all documents, information and/or data obtained in the course of the execution of this MOU and deemed confidential by the other Party or which due to the nature of such information should be treated as confidential and shall not disclose same without the prior written confirmation of the party that disclosed the information unless compelled by a lawful order of a court of law or as a result of binding legislation.
- 8.2 All confidential information submitted by one Party to the other shall remain the property of the Party from which it originates. Each Party shall return to the other all the Confidential Information received from the other Party and any copies thereof promptly upon request and one copy may be retained for archival purpose.
- 8.3 Each party warrants that it has the right to make the disclosures under this Agreement. No other warranties are made by either party under this Agreement and all information exchanged under this Agreement is provided "as is". The disclosing party shall not be in any way responsible for any decisions or commitments made by receiving party in relying on the disclosing party's Confidential Information.
- 8.4 No patent, copyright or other intellectual property rights are transferred by this Agreement nor is any right or license under any invention or patent granted hereunder.

The Parties hereto, each acting through its duly authorised representative, have signed this MOU in two (2) originals in the English language.

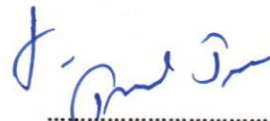
Signed on behalf of the
Krishna Kanta Handique State Open University


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Prof. Rajendra Prasad Das
Vice Chancellor

Place: Delhi

Date: 26/9/2023

Signed on behalf of
**Commonwealth of Learning-
Commonwealth Educational Media Centre
for Asia**


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Dr Basheerhamad Shadrach
Director

Place: Delhi

Date: 26/09/2023