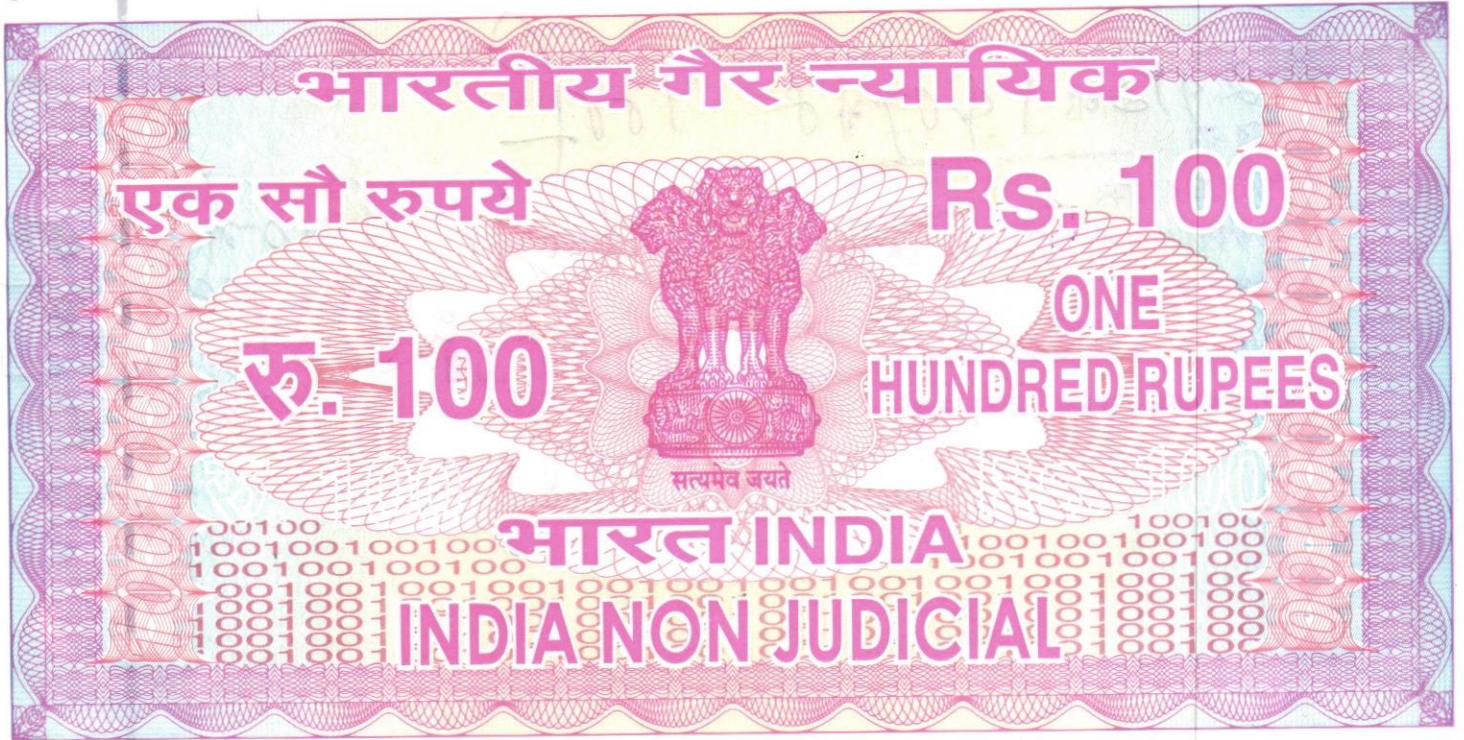


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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AA 265761

This memorandum of Understanding (MoU) is made on this, the .2.5<sup>th</sup> day of November 2021.

**BETWEEN**

Netaji Subhas Open University (NSOU) was established in 1997 by W.B. Act (XIX) 1997 of West Bengal State Legislative Assembly with the aim of disseminating knowledge and skills through distance learning, to build up the quality human resource base of the State and, along with other Open Universities of the country, and moves towards the improvement of the quality of open distance education. referred to (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**

Krishna Kanta Handiqui State Open University (KKHSOU), established under the provision of the KKHSOU, Act' 2005 enacted by the Govt. of Assam & published in the Assam Gazette (extraordinary) dated 29/9/2005, through its Registrar, hereinafter referred to as "KKHSOU" (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** both the Universities are established by state legislature having jurisdiction over the respective state boundaries have the mandate to cater to the education aspiration of the people of respective states.

Registrar  
K.K.H.S.O.U.

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**AND WHEREAS** both the Universities have developed high quality Self Learning Materials, Videos including e-text at the Postgraduate, Undergraduate, Diploma and Certificate level following the UGC regulations issued from time to time.

**AND THEREFORE**, both the parties hereto, have decided for academic collaboration in sharing of resources generated for teaching learning activities including e-resources and video tutorials for natural benefit of the learners as per the following mutually agreed guidelines:

**1. Description of both institutions:**

Netaji Subhas Open University (NSOU) is the premier State Open University accredited by NAAC with 'A' Grade. It is the fifth Open University in the country. The jurisdiction of this university, is over the entire State of West Bengal. The NSOU has been recognized under section 2 (f) of the University Grants Commission Act, 1956. Its vision is to build up the quality human resource base of the State and, along with other Open Universities of the country, and moves towards the improvement of the quality of open distance education. It also intends to promote and develop appropriate ambience to develop an international standard distance education scenario in our country, keeping in view of the demands for education of the learners in tune with the requirements of the twenty-first century.

Krishna Kanta Handiqui State Open University (KKHSOU), Assam has been established by the Assam Legislature Act of 2005. KKHSOU has been recognized under Section 2(f) of the University Grants Commission Act, 1956. The University offers academic programmes through open and distance learning mode approved by University Grants Commission (UGC), New Delhi. Its vision is to promote education to reach the unreached through the Open and Distance Learning System, with the motto of the University '*Education Beyond Barriers*' of age, academic background and geographical boundaries.

**Objective:**

The main objective of the joint collaboration is to enhance relations between the two Universities and to develop academic and cultural interchange in the areas of education, research and other activities, agree to cooperate and work together towards the growth and development of higher education in the States and specially Open and Distance learning System.

Registrar  
K.K.H.S.O.U.

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## 2. Areas of collaboration :

The parties will promote and cooperate in:

- i. Academic Exchange in the broad areas of mutual interest and related disciplines focusing blended and digital learning process.
- ii. R&D collaborations in the academic and ODL areas.
- iii. Assisting each other for the organization and / or participation in national and international symposia, conferences, specialized exhibitions and similar events taking place in the respective places.
- iv. Joint collaboration for promotion of OER and MOOCs
- v. Sharing technology for effective e-learning, m-learning and online student support services including evaluation of student's performance.
- vi. Sharing of self-learning materials, audio and video programmes, particularly e-learning resources, effective from the ' date of signing, which may be extended by mutual consultation and agreement.
- vii. Sharing of best practices in the field of programme design, development and deliver.
- viii. Promotion of Skill Development Programmes to boost employment opportunities for our learners, particularly the under-privileged groups
- ix. Joint collaboration for Faculty Development Programmes that will include classroom seminars and site visits which may include trips to Learner Support Centers, Regional Centers, historical places, museums, educational institutions, Non-Governmental Organizations (NGOs), villages, etc.
- x. Development, Adoption and Adaption of Academic Programmes.
- xi. All other relevant activities of mutual interest to Netaji Subhas Open University and Krishna Kanta Handiqui State Open University (KKHSOU).

## 4. Administration

- 4.1 The Authorized signatories of both NSOU and KKHSOU shall manage this Memorandum of Understanding (MoU) and all endeavors that derive from it. They (or their designated representatives) will be responsible for developing and carrying out a joint plan and submissions of regular reports on the implementation of this MoU. Any activity proposed that does not fit into the general terms of this MoU will be formally incorporated as an addendum to the implementation plan to this MoU, provided the addendum of implementation plan is agreed to and signed by both parties.
- 4.2 For the purpose of facilitating the day-to-day implementation of this MoU, NSOU and KKHSOU agree to have regular communication and correspondence.

4.3 This MoU shall be effective and shall come into force upon signature of the authorized signatories of both the parties. It shall be subject to revision by written agreement between the two parties.

4.4 All the parties shall keep the respective communities informed of this MoU to draw benefits from it and to contribute towards its implementation in spirit and substance.

#### **5. Co-ordination and Review**

NSOU and KKHSOU shall hereby appoint "Coordinators" in their respective Universities who shall be responsible for coordinating all communication and directions for the implementation and execution of the MoU.

#### **6. Effective Date and Duration**

The MoU shall take effect from the date of execution hereof and shall remain valid for Five (05) years. The MoU unless extended by mutual written agreement of the parties shall expire five years after the date specified above. Either party shall have the right to unilaterally terminate this MoU upon 60 (sixty) days with prior written notice to the other party.

#### **7. Financial Provisions**

Sharing of expenditure shall be determined by the parties on a project-by-project basis and will be incorporated by reference as an addendum to this MoU or additional implementation plans.

#### **8. Termination / Amendment of MoU**

8.1 Either party may terminate this MoU by written notification signed by the appropriate authority of the institution initiating the notice. However, the other party must receive such notification at least six months prior to the effective date of termination.

8.2 In the event of disagreement on any of the terms and conditions of this MoU, the expenditure incurred by the parties would remain on 'As is Where is condition'. This would be decided on a project-by-project basis.

8.3 In case of termination of agreement it shall be binding on both the parties to protect the interest of the students already enrolled in the programme(s). The students taking courses as part of an exchange at the partner institution should be allowed to continue till they complete the semester/programme or till the students complete the permissible duration of the programme whichever is earlier.

#### **9. Confidentiality & ownership**

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

#### **10. Liability**

No party shall be held liable for any loss, damage, expense or any other liability caused on the part of other party in connection with the services rendered under this MoU and vice-versa.

#### **11. 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.

#### **12. Dispute Redressal Mechanism**

Any dispute arising out of this agreement shall be resolved through mutual consultation between both parties. In case of failure to resolve the dispute through negotiation third party arbitration shall be adopted on mutually agreed terms and conditions.

#### **13. Undertaking by NSOU and KKHSOU**

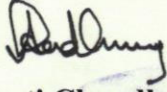
13.1 The parties hereto undertake to work closely and cooperate in the implementation of this MoU and to endeavor to resolve disputes arising between them in relation to this MoU by amicable means. Should this not be possible because of irreconcilable differences, this MoU may be terminated by mutual consent of the two parties.


13.2 The parties to this MoU or their authorized representatives acknowledge having read and understood the MoU and agree to remain bound by its terms and conditions.

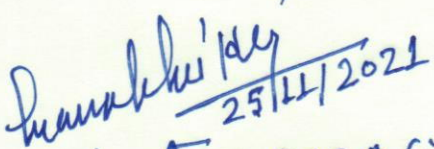
#### **14. Intellectual Property Rights**

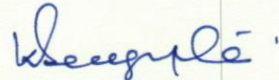
Intellectual Property developed by the joint efforts would be the joint property of the Parties. Any financial benefits or otherwise arising thereon would be shared proportionately by the parties in consonance with the efforts / inputs given by them.

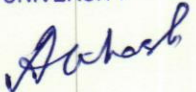
The undersigned, being duly authorized thereto, have signed this Memorandum of Understanding in two original copies in English at the place and on the date indicated below:

  
**Dr. Arupjyoti Choudhury**  
Registrar  
Krishna Kanta Handiqui State Open University  
KKHSOU



Witness 1:   
25/11/2021  
**Director, CIQA (i/c)**  
Director  
Centre for Internal Quality Assurance (CIQA)  
Krishna Kanta Handiqui State Open University  
Guwahati - 781 006

  
**CA Kishore Sengupta**  
Registrar  
Netaji Subhas Open University  
(NSOU) Kolkata  
**Kishore Sengupta**  
REGISTRAR  
NETAJI SUBHAS OPEN UNIVERSITY

Witness 1: 

**Director  
CIQA  
Netaji Subhas Open University**