128

# MEMORANDUM OF UNDERSTANDING (MoU)

(Academic Collaboration)

# **BETWEEN**



# KRISHNA KANTA HANDIQUI STATE OPEN UNIVERSITY GUWAHATI, ASSAM

AND



# KUMAR BHASKAR VARMA SANSKRIT AND ANCIENT UNIVERSITY NALBARI, ASSAM



असम ASSAM

E 724991

This Memorandum of Understanding (MoU) is made on this, the 3<sup>rd</sup> of March, 2023.

#### **BETWEEN**

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 first part;

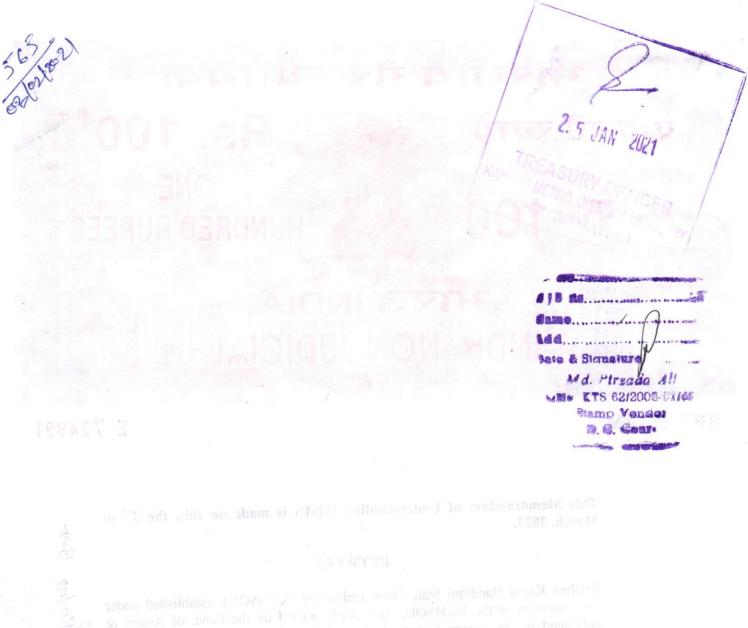
#### AND

The Kumar Bhaskar Varma Sanskrit and Ancient University (KBVS&ASU), established with a notification by the Govt. of Assam dated 24<sup>th</sup> May, 2011, of the Kumar Bhaskar Varma Sanskrit and Ancient Studies University Act, 2011 the Kumar Bhaskar Varma Sanskrit and Ancient Studies University stands for imparting education leading to graduate and post graduate degrees and research degrees viz. M.Phil and Ph.D. in Sanskrit and research degrees only in Ancient Studies. At the same time, with the provision of the Act, the university was supposed to introduce academic programmes in Humanities, Social Sciences as well as other disciplines as per societal requirements (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;

Modow Manfra Bow

Ambruti Claudume Krishna Kanta Handiqui State Open University

1 | Page



Krishna Karta Handiqui State Oren University Not ISOH), established under covision of the KEHSOH, ver 2005 are let us whe Covit of Assem & published in he assum Cazene te fra tobacy lated 200/2005, through its ite pistent, hereinnifer referred to as KKY, se fr. (which term shall so far as the core admits be decayed to mean or hinduck its successors and assistees), as part, of the first part.

17/4

The Numer Finesk of Virtual Sunsian and Ancient University (ARVSAASL), a cardinalist of his notification by the cross of Assum dated pure view of the control of the contro

#### **PREAMBLE**

WHEREAS one University established by state legislature (KKHSOU) and another by an Act of Parliament (IGNOU) having the same mandate to cater to the education aspiration of the people of respective jurisdictions.

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 standard procedures set by the regulatory bodies.

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:

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.

Kumar Bhaskar Varma Sanskrit and Ancient Studies University was established in 2011 by an act passed in Assam Legislative Assembly. The University stand for imparting education leading to Graduate, post-graduate and research degrees in Sanskrit and humanities and social sciences. The University has adopted a Kalidasean line "Saraswati Srutimahatam Mahiyatam" (may the sayings of the wise be glorified) as the Motto. The University is duely 2(f) and 12B recognised by the UGC and accrediated by the NAAC.

#### 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.

Amburt Condami Resistrar rishna Kanta Handiqui

# 2. Areas of collaboration:

The parties will promote and cooperate in:

- 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. Dual degree programme of KKHSOU will be promoted by KBVS&ASU.
- viii. Sharing of best practices in the field of programme design, development and deliver.
- ix. Promotion of Skill Development Programmes to boost employment opportunities for our learners, particularly the under-privileged groups
- x. 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.
- xi. Development, Adoption and Adaption of Academic Programmes.
- xii. KKHSOU and KBVS&ASU will jointly facilitate the students for Internship programmes/project work/exposure trips from time to time.
- xiii. KKHSOU and KBVS&ASU shall collaborate to organize extension and outreach activities like Socio-economy & Welfare initiatives for neighbouring & rural communities. In this regard, KBVS&ASU will provide support by sending teachers, NSS/NCC volunteers and students to do extension activities in all the adopted villages of KKHSOU.



xiv. All other relevant activities of mutual interest to Krishna Kanta Handiqui State Open University (KKHSOU) and Kumar Bhaskar Varma Sanskrit and Ancient University (KBVS&ASU).

#### 4. Administration

- 4.1 The Authorized signatories of both KKHSOU and KBVS&ASU 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, KKHSOU and KBVS&ASU 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

KKHSOU and KBVS&ASU 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



Moder chandro line

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 Incase 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.

Ambruti Chudlum rishna Kanta Handiqui State Open I piyassity

### 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 KKHSOU and KBVS&ASU

- 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), Guwahati

> Registrar Krishna Kanta Handiqui State Open University Guwahati

(Dr. Madan Chandra Boro)

Registrar, i/c

Kumar Bhaskar Varma Ancient and Sanskrit University (KBVS&ASU)

Witness: (Dr. Pranab Saikia) Director, i/c CIQA, KKHSOU Ranjeet Kuman Tiwary

Witness: (Dr. Ranjeet Tiwary) Associate Professor, KBVS&ASU

