



COMMONWEALTH of LEARNING

## Commonwealth Educational Media Centre for Asia

Contribution Agreement Ref: C24-017

BETWEEN

Commonwealth Educational Media  
Centre for Asia  
(referred to as "COL-CEMCA")  
7/8, Sarva Priya Vihar,  
New Delhi-110016, India

AND

Krishna Kanta Handique State Open  
University (referred to as KKHSOU)  
Dr Pranjit Bora, Registrar(i/c)  
Krishna Kanta Handique State Open  
University, Patgaon, Rani, Guwahati-  
781017, Assam, India  
registrar@kkhsou.in

### 1.0 Purpose

**The creation and implementation of Open Educational Resources (OER) at Krishna Kanta Handique State Open University, Guwahati, Assam, India**


It is agreed that the Commonwealth Educational Media Centre for Asia (CEMCA), the regional centre of Commonwealth of Learning (COL) in Asia, (herein after referred as 'COL-CEMCA') confirm through this Contribution Agreement ('the Agreement') the support to be provided to Krishna Kanta Handique State Open University (KKHSOU), (hereinafter referred to as the 'Partner Institution'), for offering better learning opportunities to the many marginalized communities that form a large part of Assam's human resource, to help improve their livelihood options and employability, in keeping with the principles of the National education Policy 2020, through the capacity building in the "Creation and Implementation of Open Education Resources (OER).

### 2.0 Statement of Activities for the Partner Institution

The Partner Institution shall **responsible to:**

- 2.1 Adhere to the details of activities in Annexure I and RBM at Annexure IV
- 2.2 Consult with COL- CEMCA and coordinate all activities pertaining to the project in a systematic manner.
- 2.3 Conduct a three - day capacity building programme for at least 40 participants comprising faculty members of KKHSOU, academic Counsellors of KKHSOU, other academic and administrative staff of KKHSOU on the 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> of October 2023.
- 2.4 Submit an event draft report within a month of the completion of the capacity building.

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- 2.5 Select, revise and edit subject specific materials developed by the Faculty for assigning as OER.
- 2.6 Join the consortium of COL- CEMCA supported OER institutions for further resource sharing and learning.
- 2.7 Ensure the usage of OER amongst students, teachers and peers in the consortium.
- 2.8 Ensure inclusion and equity principles while selecting the participants and facilitate their participation by undertaking extra measures, as required.
- 2.9 Acknowledge CEMCA's contribution for this activity and all the other activities that will be carried out by displaying COL- CEMCA's logo in all activities/ workshop banners, publications, posters, pamphlets, websites and related news for this activity' the Contribution of CEMCA may be displayed in all publications as "With the support of Commonwealth of Learning's regional centre for Asia, the Commonwealth Educational Media Centre for Asia, New Delhi" and logo.
- 2.10 Provide periodic updates to CEMCA over the term of the contract/ MOU on the status of the activities undertaken, upcoming schedules and any issues or problems encountered.
- 2.11 Provide news items and photographs related to the activities for sharing on CEMCA's website and newsletter.
- 2.12 KKHSOU shall assign Dr. Pranab Saikia, Director (I/c) CIQA, KKHSOU, ([pranabsaikia@kksou.in](mailto:pranabsaikia@kksou.in)), with whom the CEMCA and or the consultant shall liaise for all matters related to this contract.
- 2.13 Evaluate the outcome of the work performed under the Agreement using the following impact indicators:
- 2.13.1. # of Faculty, Academic Counsellors trained in creating OER content
  - 2.13.2 # of quality OER content created
  - 2.13.3 ensure that all publicity and activities associated with the project carry an acknowledgement of COL-CEMCA's support by displaying the COL-CEMCA logo and name appropriately and inform COL-CEMCA of how this support has been acknowledged;
  - 2.13.4 and prepare a final report after each activity as outlined in the RBM format.
- 3.0 COL-CEMCA Responsibilities and COL-CEMCA Contact**
- 2.1 CEMCA shall be responsible to:

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- 2.1.1 Co - conceptualise all workshops and co-develop its agenda to build capacity on OER creation and implementation.
- 2.1.2 Engage a resource person (s) as consultant (s) to conduct the three- day workshop series for training and developing OER content.
- 2.1.3 Coordinate with the Resource person (s) and finalise the programme schedules in consultation with KKHSOU.
- 2.1.4 Extend advice and all necessary support to the consultant for the activities associated with the creation and implementation of the OER repository amongst other activities planned for KKHSOU.
- 2.1.5 Advise and monitor the process qualitatively.
- 2.1.6 Provide an academic report of the activities undertaken and review and provide feedback for the report for final submission.
- 2.1.7 Provide continuous expertise and thoughts on the value addition for effective implementation of OER and its practice in the University.
- 2.1.8 Conduct monitoring and evaluation for the activities aligned to the Commonwealth of Learning's RBM approach.
- 2.1.9 Contribute resources up to a maximum of INR 174,500 towards the statement of activities towards capacity building logistical arrangements at KKHSOU.
- 2.1.10 Review the draft content and training material for the workshop and provide feedback to the consultant.
- 2.1.11 Review and approve the report prepared by the consultant in the RBM framework.
- 2.1.12 CEMCA shall assign Dr. Pema Eden Samdup (psamdud@col.org), Senior Advisor: Open, Distance and eLearning, with whom the consultant shall liaise for all matters related to this contract.

#### 4. Deliverables and Timeframe

4.1 The above agreement shall commence when both parties have signed a copy and the signed copy has been returned to CEMCA and will continue in effect until November 15, 2023, with the following specific deliverables and timelines:

- 4.1.1 Organization of a three-day face-to-face workshop (TOT as well as workshop for freshers in KKHSOU HQ), in consultation with COL- CEMCA and its experts on 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> of October, 2023.
- 4.1.2 Submit a draft report using CEMCA's reporting format on the activities organised and output and outcomes achieved to CEMCA for review within 10 days of the completion of the capacity building by October 23, 2023.
- 4.1.3 Creation of OER Content for usage amongst students and teachers

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- 4.1.4 Quality OER content consisting of all available educational resources shall be created and uploaded on the website till the Repository is created and Faculty trained in its usage and maintenance.
- 4.1.5 Submit a final report (s) on the capacity building organized, the input, output, and the outcome achieved to CEMCA after 5 days of receiving of the comments/ reviews received from CEMCA.

## 5.0 Contribution and Invoices

5.1 A maximum sum of up to **₹175,000/-** (Indian Rupees One lacs Seventy Five Thousand only) based on the attached budget as Annex 1 shall be paid as a contribution by COL-CEMCA in 2 instalments to the Partner Institution as outlined below:

- 5.1.1 The first instalment of **₹1,00,000/-** shall be paid as an accountable advance for the deliverables as stated in clause 4 above, after signing the contract.
- 5.1.2 The second and final instalment of **₹ 75,000 (Indian Rupees Seventy-Five Thousand only)** will be paid after completion of deliverable 4.1.1. to 4.1.5 upon submission of statement of accounts, substantiated by receipts, which will be forwarded to CEMCA within 15 days of the completion of the statement of activities. The statement of accounts will reconcile expenditure with the budget at Annex-1 and clear any accountable advances.
- 5.1.3 Any amounts not spent in accordance with this agreement will be refundable to CEMCA/COL upon request.
- 5.2 The invoice(s) shall contain the agreement number, the name and address of the payee, and the amount of instalment due under the agreement. To facilitate the direct wire transfer of funds, the bank name, address, identity number and swift code, account number and name of account shall be required.
- 5.3 All expenditure beyond the maximum amount mentioned in the agreement shall be the responsibility of Krishna Kanta Handique State Open University, Guwahati, Assam.
- 5.4 If KKHOU, Guwahati, Assam fails to deliver any or all goods, services or materials as specified in the Statement of Activities within the time period (s) specified in the

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agreement, COL/CEMCA reserves the right to amend the contribution due under the agreement.



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### Signature Page to the Contribution Agreement

Please sign, date and return one copy of this signature page to COL-CEMCA to confirm acceptance of this Partner Contribution Agreement and the associated General Agreement Terms and Conditions as outlined in Annex 1 including all Annexures which form an integral part of the Agreement:

Pranjit Bora

Dr Pranjit Bora, Registrar  
Krishna Kanta Handique State Open University

03.10.2023

Date

Signed on behalf of COL-CEMCA:

Amit Jain

Amit Jain  
Head: Administration & Finance

31/10/23

Date

Annexures:


- Annexure 1 – Budget Summary
- Annexure 2 – Proposal from KKHSOU
- Annexure 3 - General Agreement Terms and Conditions
- Annexure 4 – RBM Framework

*COL-CEMCA Internal Reference only:*  
(Budget code/ES-Adv/PA initials): 24-ED3-362  
Total contract value (fees and expenses): INR 175,000/-

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COMMONWEALTH of LEARNING

## Commonwealth Educational Media Centre for Asia

### ANNEXURE 1

#### Budget Summary

#### Faculty Development Programme (FDP) and Training on OER Creation

##### Objectives:

1. To understand OER Fundamentals, copyright and licensing.
2. To demonstrate effective methods for finding quality OER materials.
3. To offer technical training on tools and platforms for creating, sharing and collaborating on OERs
4. collaborating on OERs
5. To demonstrate ways to integrate OERs effectively into course curricula and educational programs.
6. educational programs.
7. To explore methods for assessing the impact and effectiveness of OER usage on
8. student learning outcomes.

**Target Group:** University Teachers and Selected Academic Counsellors of KKHSOU

**Programme Details:** 4, 5 & 6 of October 2023 at Guwahati

**Number of Participants:** 40 participants in each workshop

#### Workshop I: KKHSOU, Guwahati Campus

**Target Group:** The teachers of KKHSOU and Selected Academic Counsellors from around Guwahati (who are also Faculty members of other colleges): Guwahati Workshop

**Number of Participants:** 40 participants in Guwahati

**Programme Schedule:** Three-day workshop.

(1) 4<sup>th</sup> – 6<sup>th</sup> October 2023

Three – Day Capacity Building Programme for Faculty and Academic Counsellors of KKHSOU

Sl No	Particulars	Justification	Amount
1	Conveyance, Airfares, DSA, Accommodation & Consultancy		Managed directly by CEMCA
2	Workshop Logistics		1, 40, 000
3	Onsite Coordination and Technical/ Administrative Facilitation	5000 X 3 days = 15, 000	15, 000
4	Miscellaneous including certificates		20, 000
4	TOTAL		1, 75, 000

(INR Rupees One lac, seventy-five thousand only)

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**Annexure 2 – Proposal Submitted****Dr. Pranab Saikia**

Director (i/c)

Centre for Internal Quality Assurance

Krishna Kanta Handiqui State Open University

Khanapara, Guwahati-781022, Assam

**INTRODUCTION AND BACKGROUND**

The National Education Policy 2020 acknowledges the transformative potential of technology in education. By advocating for a strong digital infrastructure, personalized learning, professional development for teachers, and the creation of high quality digital content, the policy sets the stage for a technology-enabled teaching and learning ecosystem. This approach aligns with the changing educational landscape, where technology serves as a catalyst for inclusivity, quality enhancement, and accessibility in education. In the present day context, the need for training, workshop or research on technology-based teaching and learning has become more pressing than ever. The rapid advancement of technology and its integration into various aspects of our lives, including education, has necessitated a concerted effort to upskill educators and ensure effective utilization of these tools. In the light of the need and importance of ICT based teaching-learning we would like to propose the following activities with the underlined headings:

**1) Faculty Development Programme (FDP) and Training on OER Creation***Objectives:*

- a) To understand OER Fundamentals, copyright and licensing.
- b) To demonstrate effective methods for finding quality OER materials.
- c) To offer technical training on tools and platforms for creating, sharing and collaborating on OERs
- d) To demonstrate ways to integrate OERs effectively into course curricula and educational programs.
- e) To explore methods for assessing the impact and effectiveness of OER usage on student learning outcomes.

*Target Group:* University Teachers and Selected Academic Counsellors at HQ*Number of Programmes:* 1

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Programme Schedule:

(i) 4<sup>th</sup>- 6<sup>th</sup> October

Number of Participants: 40 participants each

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### Annexure 3 – General Contract Terms and Conditions

#### 1.0 Gender Equality

- 1.1. Gender equality is integral to all of CEMCA's work and requires that both women's and men's views, interests and needs shape its work in learning for development. The Consultant agrees that gender considerations shall inform the work to be undertaken under this contract.

#### 2.0 Copyright and Intellectual Property Rights

- 2.1. The Consultant shall assign to CEMCA any copyright and intellectual property rights arising from the works produced and provided (the Work Product) by the Consultant in relation to the services undertaken while executing the Contract.
- 2.2. CEMCA, as copyright holder, shall hold the unrestricted rights to republish the Work Product in any format at any time including editing the Work Product and associating the work with other work.
- 2.3. It is a condition of the Contract that the Work Product produced by the Consultant under the Contract will not infringe any Copyright and Intellectual Property Rights of any third party. The Consultant shall use CC BY or CC BY-SA materials while developing the Work Product under this Contract.
- 2.4. The Consultant shall take all necessary steps, execute all necessary documents, and secure such proprietary rights and transferring or licensing them to CEMCA including clearly identifying in the Work Product such content.
- 2.5. The Consultant shall during and after the expiration of this Contract, on written demand indemnify CEMCA against all actions, suits, claims, demands, damages and costs which CEMCA may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim relates to the use of data supplied by another Party which is not required to be verified by the Consultant under any provision of this Contract.
- 2.6. The Consultant warrants that the use or supply of the work provided under the Contract does not violate any copyright or intellectual property rights.

#### 3.0 Health and Safety

- 3.1. The Consultant will exercise all reasonably practicable measures to ensure the health and safety of the Consultant and other persons who might be put at risk while performing work under this contract.



#### 4.0 Monitoring and Evaluation

- 4.1. The performance of the Consultant may be evaluated by CEMCA through feedback from any participants and institutions where the Consultant has provided services on behalf of CEMCA.
- 4.2. The evaluation report referencing this performance will remain confidential to CEMCA and will be used by CEMCA for internal purposes only.

#### 5.0 No Fraudulent Practices

- 5.1. The Consultant will not make, cause to be made, nor receive any offer, gift, payment, consideration, inducement, reward, or benefit of any kind, which would, or could be construed as an illegal, unethical, or fraudulent practice. Any such conduct may be grounds for immediate termination of this Contract and CEMCA will be entitled to recover any such amounts and take such other corrective action as CEMCA deems appropriate.
- 5.2. If the Consultant has knowledge of, or a reasonable concern about, illegal, grossly negligent, dishonest, or fraudulent activity, the Consultant agrees to contact CEMCA to report the suspicions.

#### 6.0 Anti-terrorism

- 6.1. The Consultant will use its best endeavour to ensure that Fees provided under this Contract do not provide direct or indirect support or resources to organisations and/or individuals associated with terrorism or designated by governments or international organisations as terrorists. If the Consultant discovers any link whatsoever with any organisation or individual associated with terrorism, they will inform CEMCA immediately.

#### 7.0 Safeguarding

- 7.1. The Consultant confirms that the Consultant is committed proactively to safeguard and promote the welfare of its beneficiaries, staff, and all those with whom it comes into contact from any form of abuse or exploitation, including physical, financial, psychological, and sexual abuse, neglect, discrimination, or inhuman or degrading treatment howsoever arising.
- 7.2. The Consultant agrees to abide by CEMCA's Safeguarding policy if no written policy is in place by the Consultant where a copy is available here: [Safeguarding Policy - Commonwealth of Learning \(CEMCA.org\)](#) and to ensure that all allegations, suspicions and incidents of abuse are reported immediately to the appropriate agency and to CEMCA through the Safeguarding Contact as contained in the policy.



## 8.0 Liability and Insurance

- 8.1. CEMCA shall not assume any liability for any injuries or damage to the Consultant and the Consultant's associates and staff involved with the execution of this contract and shall not assume any responsibility whatsoever for insuring the Consultant.
- 8.2. The Consultant is fully responsible to ensure its risks of implementing the Statement of Work and deliverables are adequately covered, whether by insurance or otherwise, including claims made after the completion of the Contract. This includes any medical, travel, accident or other insurance that may be necessary in respect of any loss, injury, damage, or illness occurring in relation to the execution of this Contract.

## 9.0 Termination


- 9.1. This contract may be terminated by either party before the expiry date of the contract by giving written notice to the other party. The period of notice shall be five business days in the case of contracts for a total period of less than two months and ten days in the case of contracts for a longer period to enable an orderly windup of activities.
- 9.2. As a result of termination, the Consultant shall have no claim against CEMCA other than payment on a pro rata basis for no more than the actual amount of work performed to the satisfaction of CEMCA.

## 10.0 Independent Consultant

- 10.1. The Consultant is an independent consultant and nothing in this contract shall be deemed to create the relationship of employer and employee between the Consultant and CEMCA.
- 10.2. CEMCA undertakes no liability for taxes, duty, or other contributions payable by the Consultant on payments made under this Contract. No statement of earnings will be issued by CEMCA to the Consultant.
- 10.3. For individual Consultants, the Consultant acknowledges that the terms of the Consultant's current employment contract do not preclude the Consultant from undertaking this consultancy.

## 11.0 Confidentiality

- 11.1. The Consultant agrees that any information of a character confidential to the affairs of CEMCA to which the Consultant becomes privy as a result of the work performed under this contract shall be treated as confidential, unless disclosure of such information is required by law.
- 11.2. The Consultant confirms that it has adequate security measures to keep safe any confidential information that it may come into contact with in relation to this Contract from unauthorised access or use by third parties and that it will not disclose or use the such information for any purpose other than to the extent necessary to fulfil the requirements of the Contract.

  
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## 12.0 Assignment

- 12.1. The Consultant may not assign or sub-licence this contract without the prior written consent of CEMCA.

## 13.0 Amendments

- 13.1. This contract may be amended by a letter of amendment specifying all modifications with the written consent of CEMCA and the Consultant.

## 14.0 Data and Privacy Protection (where applicable)

- 14.1. CEMCA's Data Protection policy located [here](#) is based on collecting only the minimum amount of online data needed to meet the purpose of activities in Annexure 1 designed to fulfil its mission of increasing access to learning at all levels and to preventing unauthorised access to and usage of this data.
- 14.2. The Consultant declares that it is aware of the prime importance to CEMCA of securing the data collected under this Contract in terms of confidentiality, integrity, and data back-up, particularly in respect of the risks of physical or logical intrusion.
- 14.3. The Consultant will use its reasonable efforts to ensure the logical segregation of this data from other information to the fullest extent possible. The Consultant will use safeguards and controls as necessary to protect this data in respect of the risks of physical or logical intrusion and will undertake to process all personal data in the strictest and necessary context of the services supplied under the Contract. The Consultant will not, and will ensure that its Personnel will not, transfer, copy, remove, or store data collected under this Contract other than as authorised under the Contract.
- 14.4. The Consultant undertakes throughout the period of the Contract to carry out adequate back up commensurate with international standards of all data and to ensure the safety and integrity of the data backed up. Such data will be retained only for the period of time that is compatible with the purposes for which the data is collected.

## 15.0 Access to CEMCA Computer Resources (where applicable)

- 15.1. The Consultant in the performance of this Contract may be required to use or connect with CEMCA computer resources. Any such access and use shall be in accordance with and subject to requirements provided by CEMCA as follows:
- 15.1.1. Approval to access specific computer resources shall be granted by COL's Vice President, through the IT Manager;
- 15.1.2. Access to CEMCA computer resources by the Consultant is only permitted as required to perform the work authorised under this Contract. Classified computer resources or information shall not be accessed without specific written

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authorisation from the signatory of this Contract. Personal and non-work-related use of CEMCA's computer resources by the Consultant is prohibited;

- 15.1.3. All software used by the Consultant on CEMCA's computer resources must be appropriately acquired and used according to applicable licensing agreements; and
- 15.1.4. System access passwords provided to the Consultant shall be protected to prevent disclosure to other persons. If a password provided by CEMCA is compromised, the Consultant shall inform CEMCA immediately. All passwords provided will be for a specific duration.



## Annexure 4

## Result Based Framework for "Creation and Implementation of Open Educational Resources (OER) at KKHSOU, Guwahati, India

S. No	Activity	Output	Outcome	Performance Indicator	Means of Verification
1	<i>Capacity building of 40 Faculty and academic counsellors at HQ</i>	50 (50% Female) ODL teachers from the university and academic counsellors affiliated to other colleges/ university trained to develop and revise courses to integrate OER	Institutional staff trained	40 ODL teachers from the university and academic counsellors affiliated to other colleges/ university trained in OER and ODL	Report
2	<i>Development of OER Content HQ</i>	At least 25 OER Content at HQ	Quality OER content developed	At least 25 Quality OER content developed	Report and links