



MEMORANDUM OF UNDERSTANDING

BETWEEN

COMMONWEALTH EDUCATIONAL MEDIA CENTRE FOR ASIA (CEMCA),
NEW DELHI, INDIA
A Regional Centre of Commonwealth of Learning (COL), Canada

AND

Uttar Pradesh Rajashri Tandon Open University

Memorandum of Understanding (MOU)

This MOU is made between the **Commonwealth Educational Media Centre for Asia (CEMCA)**, having its office at 7/8, Sarv Priya Vihar, New Delhi 110016, an agency created by the Commonwealth of Learning (COL), Vancouver, Canada, our headquarters office. CEMCA has been accorded diplomatic status by the Govt. of India under Gazette notification of February 09, 2000 under which the provisions of the United Nations (privileges and Immunities) Act, 1947 have been extended (herein after called "CEMCA") of the one part

and

Uttar Pradesh Rajashri Tandon Open University (UPRTOU), having its administrative office at Shantipuram Awas Yojna (Sector-F), Phaphamau, Prayagraj - 211013, India, hereinafter referred to as "UPRTOU".

NOW THEREFORE, CEMCA and the UPRTOU, collectively referred to as the Parties, inspired by their common objectives to promote and accelerate flexible open learning opportunities by overcoming the separation of teacher and learner using existing and emerging forms of technology, have decided to enter into this MOU and agree as herein contained:

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1. Objective and Purpose

The parties, through this MOU are committing to attain the following:

- 1.1 The objective of this MOU is to identify possible avenues for collaboration and to establish the basis of collaboration where it is mutually beneficial, however within the context of each party's mandate and existing obligations and further, without adversely affecting in any manner, the current corporate and legal relationships either party may have.
- 1.2 To this end, the Parties agree jointly to explore and coordinate activities of mutual interest that will be implemented in conformity with the regulations and policies of both Parties. The purpose is to promote and accelerate flexible open learning opportunities by overcoming the separation of teacher and learner using existing and emerging forms of technology,

2: Mutual Interests

- 2.1 Without limitation to the generality of the objective(s), the possible areas of collaboration may include:
 - 2.1.1 strengthening the knowledge resources of both organisations with the objective of providing advanced information services and knowledge resources.
 - 2.1.2 cooperating in providing ICT training to teachers, teacher educators, academic counsellors, course mentors and development organisations in the State of Uttar Pradesh to maximize the reach, understanding and engagement of relevant officials.
 - 2.1.3 cooperating and taking joint actions to increase access to education and knowledge opportunities for people in the State of Uttar Pradesh.
 - 2.1.4 develop Learning Materials for identified courses and put them under the license agreement CC-BY-SA; and provide a course wise report along with the list of students enrolled, completed etc. after every cycle of offering to CEMCA.
 - 2.1.5 identify need-based areas, where multimedia materials are required and produce such materials and put them under the license agreement CC-BY-SA.
 - 2.1.6 offering of courses through state level institutions using blended approach and/or online mode (eLearning) as soon as development of course materials are completed subject to the general guidelines issued by Ministry of Education, Govt. of India and the UGC.
 - 2.1.7 cooperating and taking joint actions to increase access to provide tutor/facilitator training for the development of TVSD and skills courses.
 - 2.1.8 furthering these principles by the engagement of third-party service providers in specific projects launched under the terms of this MOU.
 - 2.1.9 cooperating in international fora and with regional bodies to advance common objectives.

3: 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.

4: Joint Committee

- 4.1 A Joint Committee will be set up with representatives from both Parties to meet at least two times in 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 also be conducted by teleconference and video conference.

5: Financial Arrangements

- 5.1 Financial terms of each party on identified activities or projects shall be addressed in the specific agreements that will be executed separately to undertake such projects.

6: Amendments

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

7: Duration and Termination

- 7.1 This MOU shall enter into force on the latest date of its signature by the authorised signatories of both the Parties and shall remain in effect for a period of three years (3years), 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 period of three years (3year) term upon written mutual consent of both the Parties, to be received one month prior to the expiry of the initial term. The renewal can be initiated by the 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 affect 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.

8: 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

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party that provided 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 on "as is" basis. 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 While no patent, copyright or other intellectual property rights are transferred by this MOU, nor is any right or license under any invention or patent granted hereunder. However, materials/resources produced under joint funding within the framework of this MOU shall have joint copyright and if placed as Open Educational Resource (OER) material under the CC-BY-SA license.

9: Address for Communication

Any notice or communication with reference to this MOU, unless otherwise specified herein shall be deemed to be sent valid, if dispatched by registered post acknowledgement due to the other party at the following respective address:

For CEMCA:

Prof Madhu Parhar
Director
Commonwealth Educational Media Centre for Asia (CEMCA)
7/8, Sarva Priya Vihar, New Delhi- 110 016
e.mail: mparhar@col.org

Dr Manas Ranjan Panigrahi
Senior Programme Officer (Education)
Commonwealth Educational Media Centre for Asia (CEMCA)
7/8, Sarva Priya Vihar, New Delhi- 110 016
e.mail: mpanigrahi@col.org

For UPRTOU

Prof P P Dubey,
Registrar, UPRTOU
Shantipuram Awas Yojna (Sector-F)
Phaphamau, Prayagraj - 211013, India
email: registrar.uprtou@gmail.com

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10. Settlement of Dispute

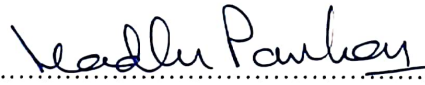
If any dispute or difference of any kind whatsoever arises between the parties in connection with this MOU or out of the breach, termination, or invalidation of the MOU hereof CEMCA & UPRTOU shall attempt to sort out for a period of 90 days (or as usually accepted) after receipt of notice by the other party of the existence of a dispute in the first instance by mutual discussions between the parties.

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 UPRTOU


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(Prof. P P Dubey)
Registrar, UPRTOU

Signed on behalf of CEMCA


.....
(Madhu Parhar)
Director, CEMCA

Place: Allahabad,

Place: New Delhi,

Dated: 03/3/2022

Dated: 10.3.2022

Prof. Madhu Parhar
Director
Commonwealth Educational Media
Centre for Asia (CEMCA)
7/8, Sarvapriya Vihar,
New Delhi-110016
Tel - 91-11-26537146, 26537148