



अरुणाचल प्रदेश ARUNACHAL PRADESH

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MEMORANDUM OF UNDERSTANDING

This MOU is made between **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 in 1994 and accorded with the privileges and immunities by the Government of India as international and diplomatic organization under the United Nations (Privileges and Immunities) Act, 1947 (herein after referred to as "CEMCA") of the one part

and

Rajiv Gandhi University (herein after referred to as RGU), formerly Arunachal University, the premier institution for higher education in the state of Arunachal Pradesh and completed twenty-five years of existence of the **Second part**. Late Smt. Indira Gandhi, the then Prime Minister of India, had laid the foundation stone of the University on the 04th February 1984 at Rono Hills, Doimukh. Ever since inception, the University has been endeavoring to achieve excellence and fulfill the objectives as envisaged in the University Act. The University has carved a niche for itself in the educational scenario of the country following its selection as a University with potential for excellence by a high-level expert committee of the University Grants Commission from among the Universities in India. The University was converted into a Central University with effect from 09th April 2007 as per notification of Ministry of Human Resource Development, now known as Ministry of Education, Government of India.

NOW THEREFORE, CEMCA and the RGU, collectively referred to as the Parties, inspired by their common objectives to promote and accelerate *Open Educational Resources (OER), use of OER, MOOC and ODL, Access to education for marginalised youth, Technical Vocational Skill Development (TVSD), Professional development of higher education teachers and teacher educators, ICT integration in teaching-learning, and technology mediated education* have decided to enter into this MOU and agree as herein contained:

Article I. Objective and Purpose

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

[Signature]
2/7/2021

[Signature]

- 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 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 the Parties. The purpose is to establish a formal basis of mutual cooperation in a collaborative effort to promote OER, use of educational media, use of OER and ODL, Technical Vocational Skill Development (TVSD), Professional development of higher education teachers and teacher educators, ICT integration in teaching-learning, and technology mediated education through information and knowledge delivery, digital content creation, information communication technology and capacity building.

Article II. 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 to other state(s) of India and developing Commonwealth countries.
- 2.1.2 advocating to State Governments of India to develop or improve institutional policies in ICT enabling education in the areas of contents, connectivity and delivery.
- 2.1.3 develop and implement OER/OEP policy for the University and liaise for state level OER/OEP policy development.
- 2.1.4 cooperating in providing ICT training to Governments, teachers, teacher educators and development organisations in India to maximize the reach, understanding and engagement of relevant officials and the use of resources such as bandwidth.
- 2.1.5 each party assisting the other in the carrying out of the second party's mandate by the provision of services falling within the mandate of other party.
- 2.1.6 adopt/adapt COL-CEMCA's five courses viz Certificate in Cyber Security; Introduction to Mobile Architecture; Diploma in Multimedia and Animation; Barefoot Wireless Engineers; Digital Video Editing developed with the respective partners and released under creative common license and provide a course wise report along with the list of students enrolled, completed, etc. after every cycle of offering to CEMCA.
- 2.1.7 cooperating and taking joint actions to increase access to education and knowledge opportunities for people in under-served regions of India, especially in the North-East States, including the provision of digital content creation and open education resources.
- 2.1.8 develop Learning Materials for identified courses and put them under the license agreement CC-BY-SA.
- 2.1.9 identify need-based areas, where multimedia materials are required and produce such materials and put them under the license agreement CC-BY-SA.
- 2.1.10 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 the Ministry of Education, Govt. of India and UGC.
- 2.1.11 cooperating and taking joint actions to increase access to provide tutor/facilitator training for the development of TVSD and skills courses.
- 2.1.12 furthering these principles by the engagement of third-party service providers in specific projects launched under the terms of this MOU.
- 2.1.13 carrying out joint research and studies, consultancy and advisory services, capacity building and training.
- 2.1.14 working to strengthen regulatory capacity to support ICTs for distance learning and other education initiatives; and

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- 2.1.15 cooperating in Commonwealth international fora and with regional bodies to advance common objectives.

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 the parties. Any attempt to assign or transfer, including by operation of law, is void unless there is the prior written approval by both the Parties.

Article IV. Joint Committee

- 4.1 A Joint Committee will be set up with representatives from both the 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.

Article V. Financial Arrangements

- 5.1 The Parties concur that each will 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 the either Party. Financial terms of each party on identified activities or projects shall be addressed in the specific agreements that may 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 by both 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 the Parties and shall remain in effect for a period of three years (3 years), 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 (3 year) 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 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, if any, 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 entered 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 them arising from or in connection with this MOU through mutual negotiation, consultations and mediation.

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 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 "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 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.

Article IX. 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:

Director, Commonwealth Educational Media Centre for Asia
7/8, Sarva Priya Vihar, New Delhi- 110 016
Ph. +91-11-26537146/ 48
Fax: +91-26537147
e.mail: mparhar@col.org

Dr. Manas Ranjan Panigrahi
Senior Programme Officer (Education)
Commonwealth Educational Media Centre for Asia
7/8, Sarva Priya Vihar, New Delhi- 110 016
Ph. +91-11-26537146/ 48; and + 91- 9650154010,
e.mail: mpanigrahi@col.org

For RGU, Arunachal Pradesh:

Vice-Chancellor
Rajiv Gandhi University, Rono Hills
Doimukh, Arunachal Pradesh
Phone: +91 3602277252
Fax: +91 3602277319
Email: vc@rgu.ac.in

Ms. Moyir Riba
Assistant Professor
Rajiv Gandhi University, Rono Hills
Doimukh, Arunachal Pradesh
email: moyirriba@gmail.com and moyir.riba@rgu.ac.in
Phone: +91 94022 5510

Article X. 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 & RGU shall attempt for a period of 90 days after receipt of notice by the other party of the existence of a dispute in the first instance and settlement 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
Rajiv Gandhi University, Rono Hills, Doimukh
Arunachal Pradesh, India

(N. T. Rikam)

Registrar, Rajiv Gandhi University
email: registrar@rgu.ac.in
Phone: 94368 95299

Seal

Place:

Dated:

Witness1:

Name:

Address:

Witness3:

Name:

Address:

Signed on behalf of
Commonwealth Educational Media Centre for
Asia (CEMCA)

(Dalip Kumar Tetri)

Advisor, Finance & Administration, CEMCA
email: dtetri@col.org

Seal

Place:

Dated: 30/07/2021

Witness2:

Name:

Address:

Witness4:

Name:

Address:

