

4

A
Memorandum
of
Understanding

For
Collaboration
of
Conventional and Open Education
through
Choice Based Credit System

Between



Dr. Babasaheb Ambedkar Open University
Ahmedabad

and



Krantiguru Shyamji Krishna Verma Kachchh University
Mundra Road, Bhuj, Kachchh

June 2010

This MoU entered into this 9th day of June 2010 by and between Dr. Babasaheb Ambedkar Open University, Ahmedabad (hereinafter called BAOU)

AND

Krantiguru Shyamji Krishna Verma Kachchh University, Mundra Road, Bhuj, Kachchh (hereinafter called KSKVKU).

1. Preamble:

Whereas the University Grants Commission, New Delhi has made it mandatory and the Government of Gujarat has suggested to implement the Choice Based Credit System (CBCS) in the Higher Education of the State of Gujarat; and the BAOU has developed the different courses / is ready to develop courses, which can be offered as foundation / elective courses to the conventional universities.

Whereas the KSKVKU is desirous to adopt, recognize and offer some of the courses, as foundation / elective courses designed, developed and offered by the BAOU, for the students of the KSKVKU.

Now, therefore, it is agreed between the two parties as follows:

2. Scope of the MoU:

2.1. This MoU being a broad base for operational methodology, some of the operations could be brought under a purview of specifically drawn up agreements on case-to-case basis between the BAOU and the KSKVKU.

2.2. To contribute in quality education of the students of the KSKVKU in foundation / elective courses through open education of the BAOU.

- 2.3. To achieve synergy, collaboration and co-operation between the BAOU and the KSKVKU for the successful implementation of the CBCS in the KSKVKU.
- 2.4. To empower students of the KSKVKU with reading and self-learning skills and enable them with the ICT literacy.
- 2.5. To provide high-quality standardized learning resources to the students and the faculty of the KSKVKU.
- 2.6. To encourage more creative engagement of human resources of the KSKVKU and the BAOU.

3. Responsibilities of the BAOU and the KSKVKU:

3.1 The BAOU responsibilities:

- 3.1.1 The BAOU shall offer courses / shall be ready to develop courses along with reading material in hard format / soft format / both (depending upon the requirement of the course).
- 3.1.2 On receipt of the names of the students registered for the various courses from the KSKVKU, the BAOU shall register these students and then arrange to dispatch the reading material and / or instructions for all the students in stipulated time to KSKVKU.
- 3.1.3 The BAOU's regional centre at Bhuj shall be providing counseling sessions to the students, in collaboration and co-operation with the KSKVKU, who have registered for the courses offered by the BAOU, in consultation with the Joint Executive Committee (JEC) to be formed by the BAOU and the KSKVKU.

3.1.4 The BAOU shall be arranging to prepare assignments (as and when required) for the students, who have registered for the courses offered by BAOU, and also arrange for the evaluation of the same in consultation with the JEC to be formed by the BAOU and the KSKVKU.

3.1.5 The BAOU through its regional center at Bhuj and in collaboration with the KSKVKU shall arrange for the final examination for the students, who have registered for the courses offered by BAOU, in consultation with the JEC to be formed by BAOU and KSKVKU.

3.1.6 The BAOU through its regional center at Bhuj and in collaboration with the KSKVKU shall prepare the result of the students, who have registered for the courses offered by the BAOU, and send to the KSKVKU in consultation with the JEC to be formed by BAOU and KSKVKU.

3.1.7 The BAOU, after successful completion of the course, shall issue a certificate to individual candidate for the course(s) undertaken by the candidate.

3.1.8 The BAOU will take utmost care to retain the confidentiality related with every aspect of the examination work.

3.2 The KSKVKU responsibilities:

3.2.1. The KSKVKU shall recognize, adapt and incorporate the BAOU courses (approved by joint committee to be formed by the BAOU and the KSKVKU) through due statutory procedure, to be offered in its various programmes as foundation / elective courses to the students, in its prospectus and Admission forms.

- 3.2.2. After the registration of the students in to the various programmes at the KSKVKU, the KSKVKU shall forward to the BAOU details of the courses selected by the students along with the students' data in stipulated time as decided by the JEC.
- 3.2.3. On receipt of the study material from the BAOU, the KSKVKU shall - through the BAOU's regional center, Bhuj - arrange to distribute the reading material and / or instructions to the concerned students in stipulated time on duly chargeable basis.
- 3.2.4. The KSKVKU through the BAOU's regional center at Bhuj shall make arrangements, in stipulated time, for the counseling sessions, assessment of the assignments, final examinations etc., in consultation with the JEC to be formed by the BAOU and the KSKVKU.
- 3.2.5. On receipt of the results from BAOU, KSKVKU shall arrange to incorporate the results of such courses offered by the BAOU in the mark sheets of the respective students.
- 3.2.6. The KSKVKU will take utmost care to retain the confidentiality related with every aspect of the examination work.

4. Formation of Joint Executive Committee:

- 4.1 The Hon. Vice-chancellors of both the BAOU and the KSKVKU shall form a Joint Executive Committee (JEC) whose main function will be to have continued and smooth cooperation and coordination between the two universities for the courses to be offered from the BAOU.

4.2 This committee shall consist of the following members:

- Registrars of both the universities as conveners
- One senior faculty to be nominated by the Hon. Vice-Chancellor as an expert member from each university.
- One faculty member from each university to be nominated by the Hon. Vice-Chancellor as member
- Director / Coordinator of the Regional Center as member Secretary

4.3 The tenure of the committee shall be for a period of two years. However, the Vice-chancellors will have the power to change a member at any point of time, and / or extend the tenure of the committee.

4.4 The committee shall meet at a regular interval of two months at a convenient place such that the obligations of both the universities mentioned above are fulfilled in right spirit.

4.5 Expenses related with the meetings of the committee including TA, DA, Sitting allowance etc., shall be shared equally by both the BAOU and the KSKVKU.

5. Financial Aspects:

5.1 The BAOU will decide all the fees to be charged for each course, which will be offered to the students of the KSKVKU.

5.2 It will be the responsibility of the KSKVKU to collect the fees from all the students who have opted for the courses offered by the BAOU and send the share of the BAOU in the stipulated time in consultation with the JEC as formed under 4.2 above, but in any case before the beginning of the end-Semester Examination at the KSKVKU of each semester.

- 5.3 The Revenue sharing of the different fees will be discussed and recommended by the joint committee as formed under 4.2 above. However, the final decision of revenue sharing shall be finalized by the Vice-chancellors of the BAOU and the KSKVKU.

6. Force Majeure:

- 6.1 Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the events such as but not limited to act of God, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

7. Intellectual Property Rights:

- 7.1 The Intellectual Property Rights in respect of the intellectual efforts made in the study material will be with the BAOU or the creator of the study material.

8. Effective Date and Duration of the MoU:

- 8.1 This MoU shall be effective from the date of the signing of the agreement and will be valid for a period of three academic years. The validity of the MoU may be extended by mutual agreement. 

9. Arbitration:

- 9.1 Any disputes or doubts as to interpretation of the clauses herein in letter and spirit or of the methodology shall be mutually discussed and settled between the Vice-chancellors of the BAOU and the KSKVKU and their decision shall be final and binding on both the parties.

10. Termination of the MoU:

10.1 This MoU may be terminated prior to the expiry of the MoU or with three calendar months notice by the either party and with the written consent of the Registrar, BAOU; and the Registrar, KSKVKU but not before the end of the academic year(s) for which the students have been registered for the courses offered by the BAOU.

In witness whereof, the parties hereto have signed this MoU on the 9th day of June, 2010.

Authorised Signatory
For and on behalf of



Dr. Babasaheb Ambedkar
Open University

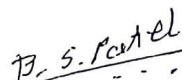

Signature

Name: Dr. Harish Desai
Designation: Registrar
Date: 9-6-2010

Authorised Signatory
For and on behalf of



Krantiguru Bhayamji Krishna
Verma Kachchh University


Signature

Name: Dr. Bhugabhai Patel
Designation: I C Registrar
Date: 9-6-2010

Witness:

1. Dr. Mahul Pandya

2. Shri Dilip T. Pandya

3. Shri Gopal Savalia



Witness:

1.

2.

3.

