

Annexure-VII

MEMORANDUM OF UNDERSTANDING (MoU)

{LEARNER SUPPORT CENTRE (LSC)}

This "Memorandum of Understanding" (Here -- in -- after called the "MOU") is executed on the 30th day of JANUARY, 2024 and shall be effective commencing from January, 2024 (Here -- in -- after referred to as the "Effective Date") at Patiala.

BY

&

BETWEEN

JAGAT GURU NANAK DEV PUNJAB STATE OPEN UNIVERSITY (JGND PSOU), PATIALA, a State University established by an Act of the State of Punjab i.e., Jagat Guru Nanak Dev Punjab State Open University Act, 2019 (Act No. 19 of 2019) having its Headquarters at C - 28 The Lower Mall, Patiala, (Patiala-147001) (Here-in-after for the sake of brevity referred to as "JGND PSOU", which expression unless excluded by or repugnant to the context or meaning hereof, shall include its Successor (s), Administrator (s) or Permitted Assignee (s)), being represented through its Authorized Signatory,

_____ Registrar (Administration) of the **FIRST PART.**

AND

NAME OF THE COLLEGE / INSTITUTION / UNIVERSITY Khalsa College Of Education, Ranjit Avenue (Details of the College / Institution / University), having its Office at

Khalsa College Of Education, C- Block, Ranjit Avenue, Amritsar

{Here -- in -- after for the sake of brevity referred to as the "HOST INSTITUTION" or "LEARNER SUPPORT CENTRE (LSC)" which expression unless excluded by or repugnant to the context or meaning hereof, shall include its Successor (s), Administrator (s) or Permitted Assignee (s)} being represented through its Authorized Signatory, Prof. (Dr.) Mandeep Kaur & Principal (Name & Designation),

Khalsa College Of Education, Ranjit Avenue (Name of the College / Institution / University) of the **SECOND PART.**

HERE-IN-AFTER, individually referred to as the "Party" and collectively referred to as the "Parties"

WHEREAS, JGND PSOU is a state University established by the Act of State of Punjab with a view to democratize education and disseminate knowledge through multiple media for the benefit of large section of society within the Punjab State, especially the weaker and disadvantaged groups through Open and Distance Learning (ODL). In order to fulfill the vision of democratizing higher education and providing access to all segments, the University has the mandate to impart education and knowledge through various flexible means suited to the open and distance education mode i. e.,

- To provide access to higher education to all segments of the Society;
- To offer high-quality, innovative and need-based programmes at different levels, to all those who require them;
- To reach out to the disadvantaged by offering programmes in all parts of the Punjab State at affordable costs; and
- To promote the standards and quality of education offered through Open and Distance Learning in the Punjab;

WHEREAS, Khalsa College Of Education, Ranjit Avenue is affiliated to Guru Nanak Dev University

University or Government recognized Higher Educational Institution offering programmes in the same broad areas having the necessary infrastructure and human resources for offering the programmes.

Khalsa College of Education, C- Block, Ranjit Avenue, Amritsar

(Details of the College / Institution / University).

AND WHEREAS, given the mission of the (Name of the College / Institution / University) and JGND PSOU in the spheres of education and their interests in teaching and research in the field of distance and open learning, the Parties herein above agree and undertake towards each other to offer programmes under Distance Education System with the Learner Support Centres (LSC), set up at the Host institution, for such academic programmes identified and activated at the LSC as agreed upon.

THAT, both the parties have agreed upon the terms and conditions governing their relationship for their co-operation to provide educational opportunities to communities at large.

NOW THEREFORE, IN VIEW OF THE FOREGOING PROMISES AND IN FURTHER CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS GIVEN UNDER:

1. OBLIGATIONS OF THE "HOST INSTITUTION":

(i). Selection of Fee Sharing Model:

The Host Institution will:

- a) Select one of the attached (Annexure-IV) fee sharing models: 1.....
- b) Be committed terms and conditions of selected Model.
- c) Not change the selected Model till the maturity date of MoU.
- d) Have the responsibility to collect fee from learners and deposit to the university.

(ii). Physical Infrastructure Requirements:

The Host Institution will:

- a) Provide minimum one to two rooms with adequate space with required furniture and equipment exclusively for office use of JGND PSOU, (for office of Coordinator and for storing records, assignments, printed materials etc.) without charging any rent;
- (b) Provide class rooms with required furniture which can be used for holding academic counseling sessions as per academic calendar of JGND PSOU, without charging any rent;
- (c). Extend the use of Laboratory and Computer to JGND PSOU Learners for specialized Programmes requiring use of institutional infrastructure facilities as per JGND PSOU norms;
- (d). Extend facilities for use of library to JGND PSOU learners for reference purposes;
- (e). Provide space at a prominent place for installing JGND PSOU signboard;

(iii). Digital / Online Requirements:

The Host Institution will:

- (a). Provide/Share adequate number of Computers, Printers, scanner, Internet facility, Web Cam, LCD Projector, high speed broad band, for office use and for facilitating processing of online assignment system and other online support activities of JGND PSOU;
- (b). Provide a full-fledged computer lab equipped with computers, internet, broadband facilities to facilitate processing of online assignment system and other online activities of JGND PSOU as per requirements of study for the university programmes;
- (c). Provide/Share Online / DTH facilities for access to Gyan Darshan / Gyan Vani transmissions;

(iv). Manpower Requirements:

The Head of the Host Institution will:

- (a). Recommend the name of senior academician among the regular academicians for engagement as Coordinator of LSC, not below the rank of Assistant Professor, for coordinating and managing all the activities of JGND PSOU;
 - (b). Allow the Coordinator to engage Assistant Coordinators and other staff drawn from the regular staff of the host institution and as per JGND PSOU norms;
 - (c) Assume the charge of Coordinator in case there is no Assistant Coordinator and Coordinator is unavailable during intermittent periods as an interim arrangement;
 - (d) Allow its faculty for empanelment as Academic Counsellor of JGND PSOU;
 - (e) Carry out distribution of study material provided by JGND PSOU in soft copy form as per JGND PSOU norms;
- (v). Learner Grievance Redressal Mechanism:**

The Host institution will have in place a dedicated helpdesk with a dedicated staff for addressing all learner grievances received at the LSC in person, by post or through email.

2. OBLIGATIONS OF JGND PSOU:

- (i). Will approve the engagement of Coordinator recommended by the Head of Host Institution and pay honorarium to head of host institution and coordinator at the prescribed rates of the University if host institution adopted fee sharing Model-II. In case, host institution adopted fee sharing Model-I, it is liability of host Institution to pay honorarium to head of host institution and Coordinator from its own share.
- (ii). Empanel part time Academic Counsellors as per specified nomenclature, and make payment of remuneration to them as per JGND PSOU norms if host institution adopted fee sharing Model-II. In case, host institution adopted fee sharing Model-I, it is liability of host Institution to pay honorarium to Academic Counsellors from its own share.;
- (iii). Approve the engagement of part time staff on the basis of recommendation of the Coordinator and pay remuneration as per JGND PSOU norms if host institution adopted fee sharing Model-II. In case, host institution adopted fee sharing Model-I, it is liability of host Institution to pay honorarium to staff from its own share;
- (iv). Will pay charges towards the Computers laboratory maintenance (provided they are used by learners for programme requirements) as per JGND PSOU norms if host institution adopted fee sharing Model-II. In case, host institution adopted fee sharing Model-I, no such charges will be paid by the university.
- (v). Will pay charges to the LSC for the use of stationary / computer stationary for JGND PSOU activities used by the host institution as per JGND PSOU norms if host institution adopted fee sharing Model-II. In case, host institution adopted fee sharing Model-I, no such charges will be paid by the university.
- (vi). Will pay charges to the LSC for the use of electricity and water for JGND PSOU activities used by the host institution as per JGND PSOU norms if host institution adopted fee sharing Model-II. In case, host institution adopted fee sharing Model-I, no such charges will be paid by the university.
- (vii). Will bear all expenditure for conducting and evaluating end term examinations and pay remuneration to staff involved in end term examination activities as per JGND PSOU norms if host institution adopted fee sharing Model-II. In case, host institution adopted fee sharing Model-I, the university will not pay any remuneration to staff involved in end term examination activities. But, in this case, JGND PSOU will bear all other expenditure to conduct examinations like printing of Answer Books, setting of Question Papers, Evaluation of Answer Books, distribution & collection of Answer Books etc. and also pay stationary charges per Candidate basis to LSC as per JGND PSOU norms.
- (viii). Will provide study material (soft copy) of each course for every Programme that is being run in the university campus also
- (ix). Will reimburse all bills within one month after submission by LSC.
- (x). Monitor and supervise and visit the LSC at any time to ensure that LSC under this MOU are being run as per standards of JGND PSOU;

EFFECTIVE DATE, DURATION & TERMINATION:

- (i). This MOU shall enter into force from 30.01.2024 (Here-in-after referred to as the "Effective Date") and shall be valid for a period of three (03) years ending on 30.01.2024 with the option of renewal.
- (ii). Either party may terminate this MOU by providing the other party with Six Calendar Months advance notice. Such termination shall take effect at the end of the six months period.

- (n) However, either party shall be entitled to terminate this MOU immediately and without further notice in the event of the other party committing a material breach of the terms and conditions of this MOU.

AMENDMENT OF MOU :

During the operation of the MOU, circumstances may arise which may call for alterations or modifications of this MOU. In this regard, both the parties, after discussion, may do the needful.

DISPUTE RESOLUTION:

- (i). If any dispute or difference of any kind whatsoever may arise between the Parties in connection with or arising out of this agreement or out of the breach, termination or invalidity of the agreement hereof, the Parties shall, at the first instance, resolve the same with mutual discussions, failing which the same to be referred to the sole arbitration of any arbitrator appointed by the Vice-Chancellor of JGND PSOU. The arbitration proceedings shall be held in accordance with the provisions of Arbitration and Conciliation Act, 1996 of India or any statutory modification or enactment thereof.

GOVERNING LAW (S) & JURISDICTION:

The MOU shall be governed and interpreted by, and construed in accordance with the substantive laws of India. All disputes, differences, claims and demands arising under or pursuant to or touching upon this MOU shall be subject to the jurisdiction of Courts of Patiala.

SEVERABILITY:

Any law restraining the validity and enforceability of any provision of this agreement shall not affect the validity or enforceability of the remaining provisions hereof and this agreement shall be deemed as not containing the invalid provisions. The remaining provisions of this agreement shall remain in full force and effect, unless the invalid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining agreement. In such a case, the Parties to this agreement shall attempt to agree on a provision which is valid and enforceable and similar to the original provision.

COPYRIGHT AND INTELLECTUAL PROPERTY:

- (i). Copyright in the Course Material (Print, Audio / Video or Soft Copy) shall exclusively be with JGND PSOU.
- (ii). None of the parties shall use, register or attempt to register any of the intellectual property rights which vests in the other Party, without the prior written permission of such Party;
- (iii). Any use of the intellectual property right of one Party in course of achieving the objectives shall not be deemed to vest the ownership of intellectual property

rights in the other Party. Any unauthorized attempt to use, register or attempt to register any of the intellectual property rights of a Party without express permission of the other Party shall constitute an act of infringement of the intellectual property rights of the said Party.

RESIDUAL CLAUSE:

If any doubt arises as to the interpretation of the provisions of this MOU or as to the matters not provided therein, the Parties to this MOU shall consult with each other for each instance and resolve such doubt in good faith failing which it shall be submitted to arbitration. This MOU is being executed simultaneously in two counterparts, each of which shall be deemed to be an original and all of which shall constitute one instrument;

This agreement is signed on the date appended herein at Patiala.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be made in English and executed by their respective duly authorized signatories on this the day and year first above written.

SIGNED, SEALED AND DELIVERED BY

For and on behalf of JGND PSOU : _____
Registrar _____ (Administration)
JGND PSOU, Patiala

Dated _____

Place _____

In the presence of _____

(Representatives from JGND PSOU, Patiala)

(1) Name Dr. Manjit Singh

Address Registrar, JGND
PSOU, Patiala



Registrar B.Y.M
Jagat Guru Nanak Dev
Punjab State Open University
Patiala

For and on behalf of LSC Khalsa
College Of Education, Ranjit Avenue,
LSC _____

Dated : 30.01. 2024

Place : Amritsar

In the presence of . (Representatives
from LSC)

(1) Name: Prof. (Dr.) Mandeep

Kaur _____

Mandeep
Principal
Address: Khalsa College of Education
Ranjit Avenue, Amritsar
Education C- block, Ranjit Avenue