

E. VENKATESH  
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MOZANDAHI MARKET  
HYDERABAD, A.P  
LICENSE NO. 13/2007



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TELANGANA

## CONSORTIUM FOR EDUCATIONAL COMMUNICATION

### MEMORANDUM OF UNDERSTANDING <sup>22<sup>nd</sup> JULY, 2021</sup>

This Memorandum of Understanding (MoU) is made on the ~~14<sup>th</sup> December 2020~~, at Hyderabad, Telangana State

#### BETWEEN

Consortium for Educational Communication (CEC) through its representative duly authorized by the Director, having its office at IUAC Campus, Aruna Asaf Ali Marg, New Delhi -110067 (India) (hereinafter called content provider) which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor and/or permitted assigns.

#### AND

**Commissionerate of Collegiate Education** (CCE) as the representative of State Government of Telangana, on behalf of 6 State Universities, for the students pursuing UG programme in the affiliated colleges, having its office at Vidyabhavan, Nampally, Hyderabad (hereafter called the Content User) which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor or and permitted assigns

**WHEREAS** Consortium for Educational Communication (CEC) is an Inter University Center established by the University Grants Commission (UGC) under section 12 (CCC) of the UGC Act, 1956;

**AND WHEREAS** CEC is the nodal agency at National Level, to address the educational needs of the country through the use of various media of communication and one of the objective of the CEC is of production of educational programmes specially video, audio and related support material and also dissemination of educational programmes through both broadcast and non broadcast mode;



**AND WHEREAS** in accordance with the policy of the Government of India and the UGC, the CEC has been addressing the needs of higher education through the use of powerful medium of television along with appropriate use of emerging Information Communication Technology (ICT) and CEC intends to increase the reach and access of its educational content in various disciplines/ subjects / courses related to UG/PG education for the benefit of students and teachers in higher education;

**AND THEREFORE**, CEC has agreed to provide the e-content / digital content to the user on the following terms and conditions, as agreed to between the parties:

**1. Objectives of the MoU:**

Through this MoU, it is envisioned that a framework of cooperation shall be developed between the parties towards sharing of content already developed by EMRC of Osmania University and other EMRCs across the country which is solely for the benefit of students pursuing UG Programme under the 6 State Universities of Telangana and not for any commercial purpose.

**2. Term of MoU**

i. The present MoU shall be initially for a period of five years unless determined or terminated earlier.

ii. At the end of term of five years, the MoU may be renewed solely at the option of CEC subject to such terms and conditions as may be lead down by the CEC. However, the benefit of renewal may be provided to only such content users, which has not defaulted in observance of the present MoU during the period of five years or in case of any default on the part of content user, the content user shall have to rectify / remedy such default to the satisfaction of CEC in order to be eligible for renewal.

**3. Modalities for providing content:**

i. The content would be provided offline through a portable medium for its storage on local server with access platform like Digital Lounge/Digital Corner etc.

ii. For this, a formal MoU shall be signed between CEC and CCE. The EMRC center at Osmania University will provide space, infrastructure including one high end server and access terminals and LAN networking etc. for creating a digital access platform/station such as Digital Lounge or any other suitable arrangement to be made by the user Institution, etc.in central library or at any appropriate location in the university/institution or institutions under Academic / Administrative Control.

iii. e-resources would be provided as Open Educational Resources (OER) under Creative Commons Non-Commercial (CCNC) License.



- iv. e-resources would be provided off-line to the registered members and through them to their constituents or affiliated institutions.

#### **4. Execution:**

The content may be provided on first come first serve basis under MoU.

#### **5. Membership Charges & Others:**

- i. One time Registration Charges (non-refundable) –

- Waiver to the Content User under 5.1 (b) as the content is solely used for the benefit of students pursuing UG Programme with all subjects under the 6 State Universities of Telangana and not for any commercial purpose.

- ii. Annual subscription charges –

- Waiver to the Content User under 5.2 (ii) as the content is solely used for the benefit of students pursuing UG Programme with all subjects under the 6 State Universities of Telangana and not for any commercial purpose.

- The Digital content available as OER with CEC shall be provided free of charge to content user.

- Portable Media / Media cost for transfer of content shall be provided by the State.

#### **6. Terms and Conditions (CEC)**

- i. Service Related

- CEC shall provide e-resources available with CEC as OER to the offline on suitable media to transfer the same to storage on the local server in Digital Lounge / any other suitable arrangement for storage and access made by the member institution/user institution.

The Content User, at its discretion, may devise mechanism to check excessive simultaneous downloads using robots or other mechanism or after alerting the registered user may discontinue the services until such time the registered user disables such mechanisms that enables such downloads.

- ii. General

- CEC shall make every effort and has built-in robust internal review of the content and shall rectify if and when errors are noticed or brought to its attention. However, CEC shall not be liable and would remain indemnified for damages – material or otherwise- if any, caused to the Registered User on account of reliance to such e-resources.



- CEC shall continue to make additions /revisions to the e-resources from time -to-time as it deems necessary and all such newly added content and / or revisions shall be made available to the Registered User at no additional cost. However, CEC shall not be liable for damages - material or otherwise - if any, caused by the difference between the content of the e-resources accessed prior to additions and / or revisions and after such additions / revisions.
- The copyright of the e-resources shall vest with CEC which is the content provider. No reproduction of the e-resources in part or in full or in any manner for commercial purposes shall be made of the e- resources accessed by the Registered/Authorized content user. Any part of the e-resources accessed by the Registered User and used for academic and /or research purposes shall be acknowledged following the generally accepted convention of citation prevalent at the time of such usage.
- If any commercial usage of the any part of the e-resources accessed or reproduction / use of any part of the e-resources for academic and / or research purposes without acknowledging the content provider CEC, shall be considered as Default in Use and CEC shall have the right to terminate the access to e-resources from the date on which the Default in Use had come to attention of the CEC and Registered member shall ensure that the default user will not and could not use the content after termination of his right to access the content.
- The liability of the CEC to provide the access to the e-resources is subject to the continued technical feasibility such as available bandwidth or any such event or conditions at the premises of the authorized User / wherein CEC has no control of such events or conditions.
- Disruptions to the access by the authorized User on account of technical conditions prevailing at CEC end, in so far as it relates to the equipment and facilities within the premises and control of CEC shall rectify such technical difficulties within shortest possible time period. If conditions are such that, it is beyond the control / means of CEC or not feasible technically, then, CEC shall not be liable for any disruption in services.
- The CEC, as content provider, would not discontinue the access to e-resources on account of excessive downloads at users end. Instead, the



content provider should devise mechanism to check excessive simultaneous downloads using robots, malware or other mechanism.

**7. Member institutions recognize the following obligations on its part:**

- i. The Content User will provide space, infrastructure including one high end server with at least 10TB space and minimum 10 student terminals / systems and LAN Networking and creating / establishing a Digital Lounge in central, library or any appropriate location in the University/Institutions under the academic administrative control as an arrangement for content access facilities.
- ii. Members of Academic Staff, other employees, management, registered students, researchers, alumni members of the Authorized User shall have access to e-resources made available by/ through the CEC.
- iii. The Content User shall be permitted by the registered member to access the e- resources made available to the Registered member under this MoU shall be allowed to view, search, browse and download the e-resources for teaching, learning, referral, research or any other academic activities.
- iv. The Content User shall institute appropriate protocol to manage and supervise the access to and the usage of the e-resources being accessed so as to ensure that proposed usage of access devices and content are made and keep records of the user profile.
- v. The Content User shall ensure the integrity of the e-resources accessed at its physical address or under IP address is maintained. The Authorized User shall be liable to indemnify CEC, any loss of the e-resources or damage to the integrity of the e-resources or modification of the e-resources arising out of such unauthorized access and/or usage.
- vi. The Authorized User shall fully cooperate with CEC and any other State or Central agencies for any consequences arising out of any unauthorized access to and use of e-resources made available to the Authorized User / Registered Member under this MoU.

**8. Force Majeure Event**

Any failure or delay of a Party to perform any obligation under this MOU solely by reason of acts of God, government acts / restrictions, riots, wars, strikes, lockouts, fire, flood, power failures, or other causes beyond its control (a "Force Majeure Event") shall not be deemed to be a breach of this MOU provided, however, that the Party so prevented from complying shall continue to take all action within its power to comply as fully as possible with the provisions of this MOU. Performance



of this MOU shall resume as soon as practicable after such Force Majeure Event has come to an end or has ceased to exist.

## **9. Termination**

- i. If any commercial usage of the any part of the e-resources accessed or reproduction/use of any part of the e-resources for academic and/or research purposes without acknowledging the e-resources provider, CEC, comes to notice, it shall be considered as Default in Use and CEC shall have the right to terminate the access to e-resources from the date on which the Default in Use had come to attention/ knowledge of the CEC. In the event of Authorized User being declared as Default in Use, the subscription amount of the unexpired period shall be confiscated and the status as the Authorized User shall cease from date on which the Default in Use had come to attention of the CEC. It is obligatory on the part of Authorized user that there is no misuse of content or commercial gain and it is being used only for the academic and research purposes and Registered Members shall ensure that there is no misuse of content or commercial gain and it is being used only for the Academic and Research purposes for which it was provided.
- ii. The MoU shall cease to be operative in the event a determination is made to the effect that continuation of the operation of this MoU would result in any damage or loss to CEC or irreparable damage to the e-resources made available under this MoU. Such determination shall be made by CEC or CEC in consultation with the Registered Member. Such determination shall be conveyed to the Registered Member through post or email to the address to where the correspondence is normally sent/ made.
- iii. The MoU shall cease to be operative by mutual agreement. The MoU shall cease to be operative by giving 15 days' notice to the other party of its intention to withdraw from MoU. During the notice period, the Registered User shall not access the e-resources. Any such access to and/or usage of the e- resources by the Content User shall be considered unauthorized access and usage and CEC shall have the right to get indemnified for such usage.

## **10. Correspondence & Notices**

All correspondence including Notices shall be served to the registered address / email address provided in this MoU or last known address/email and such delivery shall deemed to have been served to the User.



## 11. Resolution of the Dispute or Disagreement

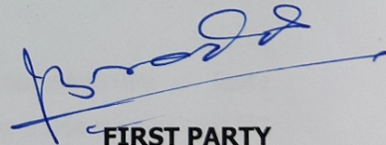
- i. The provisions of this MoU shall be governed by laws of India in so far as it relates to the subject matter of this MoU.
- ii. In the event of disagreement or dispute in matters pertaining to the MoU shall be addressed through mutual discussion and agreement in the first instance. Instance of such dispute or disagreement shall be communicated to the other party through a written communication to the physical address/email of the other party.
- iii. In the event such mutual discussion does not result in an agreement, such disputes shall be settled under the laws of arbitration applicable to India by the sole arbitrator in accordance with the rules. The Chairman of GB, CEC shall be the sole arbitrator for this purpose. The place of the arbitration shall be in New Delhi (India) and shall be carried out in the English language.
- iv. In cases of ambiguity by interpretation of provisions of Clauses of MoU or where the MoU is silent, Director, CEC, would be final authority to decide on the issue.

In witness whereof the parties hereto have signed this Memorandum of Understanding on ~~14<sup>th</sup> December, 2020~~, herein above mentioned in the presence of the witnesses:

22<sup>nd</sup> JULY, 2021,

### WITNESSES:

1.

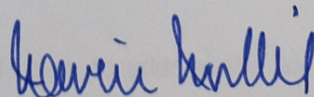


**FIRST PARTY**  
**Consortium for Educational Communication**

JAGAT BHUSHAN WADDA  
CEC

(Name & Designation of the  
Authorized Signatory)

2.



**Commissioner of Collegiate Education**

(NAVIN MITTAL)

(Name & Designation of the  
Authorized Signatory)

Commissioner for Collegiate Education  
Telangana





తెలంగాణ తేలంగానా TELANGANA  
Sl.No 1289 Date 20-07-2021 Rs. 100/-  
Sold To K NARENDER  
S/ o. Late K RAMACHANDER RAO  
For Whom DIRECTOR EMRC O U  
R/o HYDERABAD

P.V.R. NAGABHUSHANAM  
AF 352244  
P V R G NAGABHUSHANAM  
LICENCED STAMP VENDOR  
LIC No: 16-05-07 of 2013, RL.NO.16-05-07/2019  
H No: 12-11-1332, Boudhanagar  
Secunderabad-61. Cell 9949496665

### MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (MOU) is entered on 22<sup>nd</sup> July, 2021 between:

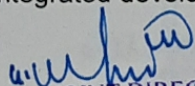
1. Commissionerate of Collegiate Education, Govt. of Telangana, Hyderabad	2. Osmania University, Hyderabad
3. State Project Directorate, RUSA, Govt. of Telangana, Hyderabad	4. Educational Multimedia Research Centre (EMRC), Osmania University, Hyderabad

to produce educational e-content for Self Enhancement Courses in the form of Massive Open Online Courses (MOOCs) for the benefit of students in Degree and Post Graduate colleges/institutions under the jurisdiction of various State universities in the State of Telangana.

#### About Osmania University:

WHEREAS, **Osmania University** (OU), established in 1917 is a multi-disciplinary University offering various courses in the fields of Humanities, Arts, Sciences, Social Sciences, Law, Engineering, Technology, Commerce, Business Management, Information Technology, Oriental Languages etc. It is the seventh oldest in India, the third oldest in south India and the first to be established in the erstwhile princely state of Hyderabad. Throughout its existence of over 100 years, it has shown remarkable progress and sustained an integrated development of all

  
REGISTRAR  
Osmania University,  
Hyderabad - 500 007.  
Telangana State, India

  
JOINT DIRECTOR  
P.O. Commissioner of Collegiate Education  
Govt. of Telangana, Hyderabad.



faculties. It has significantly contributed to the academic and economic development of not only the region but also of the Country. Its alumni have distinguished themselves nationally and internationally in various spheres of life and are spread far and wide around the world. The University's strategic planning, teaching and learning policies, and research direction have always emphasized respect for the concerns of the society and the need to address the issues that challenge it. In recognition of its excellent academic achievements, Osmania University has the distinction of being awarded the FIVE STAR status by the National Accreditation and Assessment Council (NAAC) of the University Grants Commission, Government of India in the year of 2011 and again reaccredited with A+ Grade by NAAC in 2017 valid up to 2024. The University also enjoyed the UGC granted status of University with Potential for Excellence (UPE) from 2013 to 2020. OU has also established the "University- Industry Hub" for an effective interface with the Industry, to design and deliver programs tailored to the industry needs. OU has the distinction of being a recipient of funding under the MHRD-RUSA 2.0 scheme.

**About Commissionerate of Collegiate Education:**

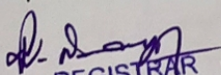
Directorate of Collegiate Education came into existence on 01.11.1989 as a separate entity to deal exclusively with the matters of Undergraduate and Post-Graduate Colleges in the State. The purpose for creation of the Department is to promote Collegiate Education, giving special attention to the areas located in backward and rural areas, to strengthen women education at undergraduate and post-graduate levels to create educational opportunities for weaker sections of the society and to introduce need-based vocational courses replacing the conventional courses in a phased manner.

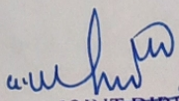
**About State Project Directorate, RUSA:**

The Ministry of Human Resource Development is the nodal agency administering the Rashtriya Uchchar Shiksha Abhiyan (RUSA) program. It receives the budget targets of participating States, reviews/ analyzes them and then gives approvals and makes disbursements.

RUSA is a Centrally Sponsored Scheme (C.S.S.), launched in 2013 aims at providing strategic funding to eligible State Higher Educational Institutions. The Central Funding (in the ratio of 60:40 for General Category States) would be norm based and outcome dependent. The Funding flows from the Central Ministry through the State Governments, Union Territories to the State Higher Education Councils before reaching the identified Institutions. The Funding to States is made on the basis of critical appraisal of State Higher Education Plans, which would describe each State's strategy to address issues of equity, access and excellence in Higher Education.

Ministry of Human Resources Development, Government of India has selected Osmania University to extend support under the RUSA 2.0 programme under the following two components: 1. Component 4 (Quality and Excellence in select State Universities (New)), and 2. Component 13 (Faculty Improvement). The grant amount under the Component 4 is Rs. 100.00 Crores, while that under the Component 13 is Rs. 7.00 Crores.

  
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 Hyderabad - 500 007.  
 Telangana State, India

  
**JOINT DIRECTOR**  
 O/o. Commissioner of Collegiate Education  
 Govt. of Telangana, Hyderabad.



### **About EMRC, OU:**

The Educational Multimedia Research Centre, Osmania University, is a nation-wide resource centre for the application of communication technology in education. The Centre is one of the 22 Media Centers established by the UGC in premier institutions of the country to produce educational video programmes for 'Doordarshan' and UGC's 'Vyas Higher Educational Channel' and also to produce e-content for e-learning/Massive Open Online Courses (MOOCs) for Swayam portal of MHRD.

Whereas all the above public institutions have come together to create syllabus based video content for online learning of Self Enhancement Courses offered in Telangana.

### **About Massive Online Self Enhancement Courses (SECs)**

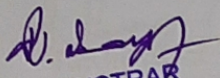
A Self Enhancement Course is an academic class where a well-qualified instructor imparts pertinent knowledge and skill in a particular discipline. These courses provide access to modules for enhancing technological, personal and organizational skills of the students. The courses will be a blend of lab experiments, practical training in the form of videos, text, graphics, assignments, etc.

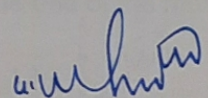
#### **1. Commissionerate of Collegiate Education undertakes to:**

- Appoint a committee for coordinating and monitoring the development and utilization of SECs in Colleges/institutions in Telangana.
- Provide necessary instructions to the faculty working in the concerned subjects to participate in the development of SECs as resource persons for each course.
- Provide necessary budget to EMRC, OU, through RUSA, Osmania University.
- Provide necessary instruction so that the each subject/course Coordinator is responsible for:
  - Design and development of pertinent curriculum for the respective subject/course.
  - Identify the resource persons and arrange participation of video recording at EMRC, OU.
  - Design and conduct weekly tests, term-end tests, etc, as required; and
  - Handle queries from enrolled students with the help of the Course Coordinator and respective universities.

#### **2. Osmania University undertakes to**

- Facilitate in Identifying Course Coordinators from respective departments.
- Facilitate the Course Coordinators to design the courses and syllabus with the help of domain experts.

  
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- Coordinate between the Commissionerate of Collegiate Education, Course Coordinators and EMRC, for smooth creation of the content for the courses.
- Provide guidelines, when and wherever required, to the coordinators and resource persons for creation the course content.
- Provide budgetary provisions for production of the MOOCs, such as travel, stay, co- coordinator fee, subject expert fee, resource person fee, preview expert fee, etc., as applicable, from the funds provided by RUSA, Osmania University, for the purpose.

### 3. EMRC, OU, undertakes to:

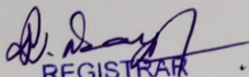
- Produce videos at EMRC with the resource person and content provided by the course coordinator as per the standards required for SECs.
- Most of the programmes are shot in the EMRC studio unless warranted to shoot outside labs.
- Provide preview of the programme and corrections there on.
- Deliver the final product on a DVD to the Commissioner, Collegiate Education, Govt. of Telangana.

### 4. State Project Directorate, RUSA, Govt. of Telangana


- Shall see that the RUSA, Osmania University, provides funds to EMRC for production of video lectures for SECs.
- Shall see that the RUSA, Osmania University make payments to the travel, stay, coordinator fee, subject expert fee, resource person fee, preview expert fee etc.,
- Shall see that RUSA, Osmania University meet any other expenditure related to the development of SECs Courses.

### Commercials:

- a. The cost of each lesson of 25- 30 minutes duration shall be of Rs.18,000/- that includes honorarium for coordinator and resource persons, charges for editor, graphics, preview, consumables, hospitality, etc. And no TA/DA or accommodation shall be provided to the persons involved in the video production.
- b. The required number of lessons for each SEC is a minimum of 25 and a maximum of 30 lessons and not less than 25.
- c. An advance of Rs.18,00,000/- (i.e., @ Rs.18,000/- for 100 lessons) shall be provided by RUSA, OU, to Director, EMRC, OU, through RTGS / draft / cheque in **A/c. No. 52198264755, IFSC Code. SBIN0020071, SBI, OU branch, Hyderabad** by the **RUSA, OU**.
- d. On 10<sup>th</sup> of each month 30 lessons will be submitted to CCE and payment for the same shall be released by RUSA, OU, by the end of the month.

  
REGISTRAR

Osmania University,  
Hyderabad – 500 007.  
Telangana State, India

  
JOINT DIRECTOR

O/o. Commissioner of Collegiate Education  
Govt. of Telangana, Hyderabad.



**Legal Frame Work:**

This MOU ensures smooth sailing for all the parties, i.e., the Commissionerate of Collegiate Education and SPD, RUSA, Telangana, coordinates the process; Osmania University that provides academic inputs and funds; EMRC, OU, that produces the videos and oversees delivery of the content to CCE.

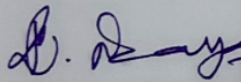
**Exit Clause:**

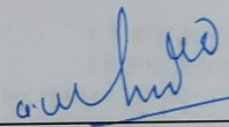
The roles for each participating party have been clearly defined. In case, if anyone wants to exit for not meeting the commitment or otherwise, can do so with a 15 day notice after due settlement of accounts / work commitments.

In witness thereof the parties have set their hands and seal on the day, month and year first written.

For  
**Osmania University, Hyderabad**

For  
**Commissionerate of  
Collegiate Education, Telangana**

  
22/7/2021



Authorized Signatory  
Name : **Prof.P.Laxminarayana**  
Position : Registrar, Osmania University

Authorized Signatory  
Name: **Dr.G.Yadagiri**  
Commissionerate of Collegiate  
of Education

Seal: **REGISTRAR**  
**Osmania University,**  
**Hyderabad – 500 007.**  
**Telangana State, India**

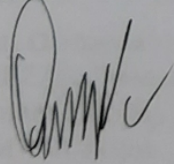
**JOINT DIRECTOR**  
O/o. Commissioner of Collegiate Education  
Govt. of Telangana, Hyderabad.

Place:

Date: 22-7-2021

Date: 22-7-2021

Witnesses:

1. 

1. 