CONSORTIUM FOR EDUCATIONAL COMMUNICATION

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made on the_____ day of _____ Month of _____Year, at New Delhi

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

Organizations / Institutions of Higher Education (University / Educational Institution / Organization / Department) through the Vice Chancellor / Registrar / Principal / Director / or authorized representative, having its office at _____ the (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 development of infrastructure for creating access to multimedia educational content and subsequently integrating it in teaching and learning practices at higher education level. The MoU also aims to provide guidance and technical assistance in creating digital content access stations / platforms and also the training of the staff involved thereof. The MoU advances the cause of integrating digital learning with conventional learning in higher education by way of increasing reach and access to the digital educational content and then to create conducive digital learning environment in the Institutions of higher learning in the country.

1.1 Digital Content which can be provided offline as OER to the educational institutes:

a) Enrichment based video programmes

b) Courseware based videos and e-content resources

c) Short Learning Objects

d) Any other digital content available with CEC and to be used as OER

1.2 Other services which can be provided on request to the Member educational institutes/Organizations:

(i) ICT Awareness and Orientation Program on e-learning through H.R.D.C or any other resource development center or EMMRC's.

(ii) Workshop and Training Program on request in Multimedia Content Development.

(iii) Workshop/training programmes requiring using / integrating educational digital content into pedagogy.

(iv) Student Internship at CEC and Educational Multimedia Research Centers

(v) Educational Media and ICT Research Collaboration.

(vi) Consultancy for setting up Media Production and content access Facilities.

The services as mentioned above, may be provided by CEC on chargeable basis in accordance with the norms and guidelines, which will be notified with the approval of the governing board. Further, any kind of expenditure such as travel, boarding, lodging

and incidental charges shall be borne by the respective institution or individuals seeking or availing the services.

2. Term of MoU

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

2.2 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:

3.1 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.

3.2 For this, a formal MoU shall be signed between CEC and universities / institutions or any other organization/Department of higher education. The university / institutions shall 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.

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

3.4 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:

5.1 One time Registration Charges (non-refundable) –

(a) Private Universities - Rs.2,50,000/-

(b) Central Universities / State Universities / Public funded autonomous Educational Institutions / colleges - Rs. 50,000/-

5.2 Annual subscription charges —

(i) Private Universities -Rs.25,000/-

(ii) Central Universities / State Universities / Public funded autonomous Educational Institutions / colleges - Rs.10,000/-

(iii) Private colleges - Rs.20,000/-

(iv) Govt. / Govt. aided colleges - Rs.10,000/-

(Annual subscription charges received through affiliating universities from (iii) & (iv) above shall be shared 50-50 between the affiliating University and the CEC, in case, copy of the digital content is provided by the affiliating university)

(iv) Department of Higher Education of State Governments may enter into MoU on behalf of the State Govt. Colleges and aided colleges, wherein only the subscription fee of Rs.10,000/- per annum will be charged from each such colleges / institutions and Departments of Higher Education will be treated as one of the registered member to avail services under MoU.

(v) Host universities / institutions, where EMRC's are located, shall be provided free membership under the MoU. However, their constituent colleges and affiliated institutions shall pay annual subscription charges for availing the services under the MoU.

(vi) The Digital content available as OER with CEC shall be provided free of charge to Member Institutions / organizations and its constituent or affiliating institutions or institutions under Academic / administrative control. Annual Subscription charges are enabling charges for purpose of availing the services under the MoU. Those institutions / organizations who pay the annual subscription shall be the authorized user of the content and other services under the MoU.

(vii) Portable Media / Media cost for transfer of content shall be provided by the respective Member Institutions / content receiving /user institutions.

(viii) All applicable taxes and Government charges, and Cess shall be paid extra by the Second Party.

6. Terms and Conditions (CEC)

6.1 Service Related

6.1.1 CEC shall provide e-resources available with CEC as OER to the registered member institutions 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.

6.1.2 The respective institution, 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.

6.2 General

6.2.1. 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.

6.2.2. 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.

6.2.3. In case, the 2nd party or the content user defaults and does not make payment of annual subscription charges, the CEC shall not provide additions and revisions in the e-resources to such defaulting 2nd party / content user.

6.2.4. 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.

6.2.4. 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.

6.2.5. 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.

6.2.6. 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.

6.2.7 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:

7.1 The University/institutions shall 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 as an arrangement for content access facilities.

7.2 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.

7.3 Those authorized users who pay the annual subscription and 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.

7.4 The Authorized User / Registered Member 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.

7.5 The Authorized 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.

7.6 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

9.1 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.

9.2 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.

9.3 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 Authorized User / Registered Member 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

11.1 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.

11.2 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.

11.3 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.

11.4 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 the day, month and year herein above mentioned in the presence of the witnesses:

WITNESSES:

1.

FIRST PARTY
Consortium for Educational Communication

(Name & Designation of the Authorized Signatory)

2.

SECOND PARTY

(Name & Designation of the Authorized Signatory)