

ଓଡ଼ିଶା ओडिशा ODISHA

AGREEMENT

R 055681

This Agreement is made on the 14/02/2023 at Bhubaneswar, Odisha, INDIA.

**BETWEEN**

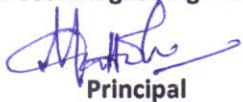
**Saheed Bhagat Singh Degree College**, located At- Khandadiuli, Ganjam, ODISHA – 761019 hereinafter referred to as **“Saheed Bhagat Singh Degree College”** acting through its authorized signatory **“Principal”** (which term shall so far as the context admits be deemed to mean and include its successors and assignees) as party of the **FIRST PART**.

**AND**

**Odisha Knowledge Corporation Limited**, Special Purpose Vehicle promoted by Government of Odisha (being under the administrative control of the Electronics & Information Technology Department), registered under the Companies Act, 1956 as a public limited company, having CIN U72200OR2011PLC014185, and having its registered office at Plot No. 108/3607, Jaydev Vihar, Behind Pal Heights, Bhubaneswar, Odisha – 751013, hereinafter referred to as **“OKCL”** (which expression unless repugnant to the context and meaning thereof, shall mean and include its permitted successors and assigns), represented by **Managing Director**, as party of the **SECOND PART**.

**Preamble:** Odisha Knowledge Corporation Limited (OKCL,) is a Special Purpose Vehicle (SPV) under the administrative control of the Department of Electronics and Information Technology, Government of Odisha, and Maharashtra Knowledge Corporation Limited (MKCL) as one of its shareholders. OKCL has devised many distinctive and transformative solutions to bring about changes in skilling individuals in 21st century skills.

For Saheed Bhagat Singh Degree College

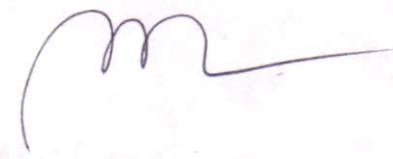
  
Principal


Principal

for Odisha Knowledge Corporation Ltd.

  
Managing Director  
Odisha Knowledge Corp. Ltd  
Managing Director

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13/02/23

OKCL  
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DISTRICT TREASURY  
KHURDA, BHUBANESWAR  
31 JAN 2023  
  
ADDL. TREASURY OFFICER

for  
**N.K. SAHOO**  
Stamp Vendor  
Bhubaneswar

Arcobinda Sahoo  
Minati Patra

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Both parties hereto are desirous for a collaboration between each other for establishment of a Knowledge Center in the College/Institution.

The primary aim of this collaboration is to develop a knowledge-based approach among students & faculties in educational institutions by conveying how knowledge promises enjoyment, employment, empowerment, & enlightenment of learners, and by developing 21st Century workplace readiness skills and provide vocational education to the students.

**WHEREAS** the FIRST PARTY is desirous of availing various facilitations to be provided by OKCL in addition to the product and services of OKCL through its Skill Development Centre(SDC) in their college/Institution campus

AND WHEREAS the FIRST PARTY shall provide the requisite infrastructure and/or take necessary facilitation services/guidance from OKCL regarding provision of requisite infrastructure for availing the services mentioned in this agreement.

**AND WHEREAS** the SECOND PARTY, henceforth known as OKCL, through its Network Partners (Known as Authorised Learning Centers – ALCs), shall be responsible to provide all the desired support, required intervention and monitoring services for smooth conduct of the facilitation/training inside the college/Institution campus.

**NOW THEREFORE**, keeping in view the fulfilment of the common objective, this agreement is being executed between both the parties with the following roles and responsibilities:

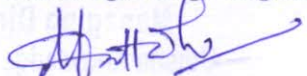
**1. Scope of the Agreement:**

The primary aim of establishment of the Knowledge Center shall be:


1.1 **Facilitation Services:** To facilitate the colleges/institutions in the following aspects:

- Support for Development and hosting of Website of the college/institution, where the college/institution authority needs to provide necessary support for Content Writing, Updation of information as and when required, as well as support for Social Media Promotion for the college/institution
- Skill Awareness campaign (Online/Offline(OffCampus/OnCampus))
- Research awareness & Methodology development Workshop (Online/Offline (OffCampus/OnCampus))
- Vocational Education Planning
- Career Counselling (Online/Offline(OffCampus/OnCampus))
- Teacher's training for improvement in teaching-learning Process (Online/Offline (OffCampus/OnCampus))
- Student Internship / Placement
- Support for NAAC accreditation, awareness session, and initiation of the activities as mentioned above to meet the requirements of NAAC accreditation criteria

For Saheed Bhagat Singh Degree College

  
Principal

Saheed Bhagat Singh Degree  
College, Khandadeuli (Gm

  
for Odisha Knowledge Corporation Ltd.  
Managing Director  
Odisha Knowledge Corp. Ltd  
Managing Director

1.2 **Other Services:** In addition to the above facilitations, OKCL shall also provide various vocational and career development courses in the Skill Development Center (SDC) of College/Institution as mentioned below, the fees of which shall be chargeable to the students/learners and the College/institution shall facilitate the same:

1. Vocational primary and advanced IT courses
2. Competitive examination readiness Program i.e Achievers' Series
3. Any other services as may be desired by the College/Institution

Note: However, the College/Institution needs to elaborately understand the list of such courses/services of OKCL and based on the requirement of the said college/institution, separate annexure shall be entered into between the two parties specifying the detailed modalities and financials therein.

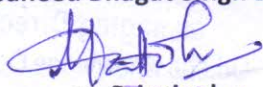
## 2. Definitions:

- a. **Knowledge Center** – An office room/office sitting space inside the College/Institution with minimum working facilities like table/chair, electricity, internet, drinking water, toilets, etc.
- b. **ALC**- ALC means OKCL's **Authorised Learning Centre** which provides different courses offered by OKCL through its LMS (Learning Management System) to the learner.
- c. **DLC**- DLC means OKCL's District Lead Coordinator who coordinates as a single point contact, all district-level activities being conducted and ensures smooth completion of the same.
- d. **Skill Development Centre (SDC)**- The Skill Development Centre(SDC) is defined as a room (minimum 10X10 sq ft in size) that houses the computer laboratory, necessary infrastructure in that room like the server (maximum 1) and client machines (minimum 5), headphones (1 for each client machine), furniture (one table and one chair each for a computer, and one each for the faculty), provides facilities like electricity, internet, drinking water, toilets, etc. The Skill Development Centre is also considered as an ALC of OKCL.

## 3. RESPONSIBILITIES OF THE FIRST PARTY

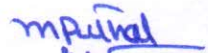
- a. General Responsibilities:
  - i. The First Party shall nominate and communicate the details of a one-point contact who will coordinate with OKCL to understand the association and its modalities.
  - ii. The First Party shall grant permission and facilitate from time to time for conduct of career counseling and IT awareness seminars with college students.
  - iii. The First Party shall provide adequate security arrangements for the safe-keeping of the equipment inside the SDC.

For Saheed Bhagat Singh Degree College

  
Principal

Saheed Bhagat Singh Degree  
College, Khandadeuri (G)

for Odisha Knowledge Corporation Ltd.

  
Managing Director  
Odisha Knowledge Corp. Ltd.  
Managing Director

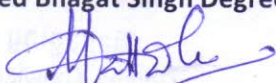
#### 4. RESPONSIBILITIES OF SECOND PARTY (OKCL)

- a. General Responsibilities:
- i. OKCL shall nominate and communicate the details of a one-point contact who will coordinate with OKCL to understand the association and its modalities.
  - ii. OKCL shall organise career counseling and IT awareness seminars (online/offline) with all college students (min. twice in an academic year).
  - iii. OKCL shall help the college/institution to develop & maintain its Website
  - iv. OKCL shall conduct Skill Awareness campaigns in the college/institution
  - v. OKCL shall help college/institution to conduct Research awareness & Methodology development Workshops in online/offline mode
  - vi. OKCL shall help college/institution to plan for Vocational Education for their students for skill development and as a credit course
  - vii. OKCL shall conduct Teacher's training for improvement in teaching-learning Process in Online/Offline mode oncampus/offcampus
  - viii. OKCL shall Support for NAAC accreditation of the college/institution
  - ix. OKCL shall Support for Student Internship / Placement of the students
- b. Other Responsibilities:
- i. OKCL will facilitate the students of the college/institution for any kind of basic/advanced IT courses as per the approved rates of OKCL in this regard.
  - ii. OKCL will facilitate the college/institution for getting enrolled as an Authorised learning center of OKCL, if interested, by following necessary process norms of OKCL provided the required infrastructure as per OKCL norms, is available with the said college/institution.

#### 5. INTELLECTUAL PROPERTY RIGHTS

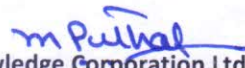
- a) Intellectual Property in the context of this agreement shall refer to all such patents, trademarks, copyrights in respect of any hardware, software, product documentation, design document, or any other document, whether in printed or in electronic, digital or any other format which is an integral part of the hardware/software or is supplied along with such products which forms the subject matter of this agreement. Intellectual Property also includes the name of the e-content, Course material, content, methodology, assignments, question papers, educational and promotional content, whether in printed or in electronic, digital or any other format and all business data generated during the period of validity of this Agreement.
- b) Since the software frameworks for the delivery of the e-content is developed by OKCL, the software code, whether compiled or un-compiled, in printed or electronic format, with software design logic, graphical user interfaces (GUI) and the design, look and feel, are explicit Intellectual Property of OKCL only. Any third-party components licensed by OKCL, if any, shall remain the property of those respective third-parties;

For Saheed Bhagat Singh Degree College

  
Principal

Saheed Bhagat Singh Degree  
College, Khandadeuli (G)

for Odisha Knowledge Corporation Ltd.

  
Managing Director  
Odisha Knowledge Corp. Ltd.  
Managing Director

- c) OKCL owns and/or is authorized to grant, for the purposes of this Agreement, certain rights in and to the eLearning Content, methodology, assignments, question papers, etc. provided hereunder.
- d) The data (including learner profile, online continuous evaluation results, learner assignments) regarding the learners registered with OKCL for the e-Content, shall be the property of OKCL and the First Party shall have right of access thereto only to the extent of and for using the said content to the extent provided in this agreement.
- e) Each party hereby undertakes to inform the other party of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of the land. Further, each of the party herein, agrees to co-operate with the other to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.
- f) Upon expiration or termination of this Agreement, whichever is earlier, either party hereby agrees that-
  - i. it shall not make any claim on the Trade Name, Trade Marks, Service Marks, Copyright, Logo, etc. of the other party nor shall it use any trade name, mark, Copyright, logo which is deceptively or confusingly similar to those belonging to the other party,
  - ii. it shall desist from using the trade names, marks, stationery or other documentation issued by the other party embodying the intellectual property of the other party,
  - iii. it will return to the other party or certify in writing to the other party as destroyed all copies of the intellectual property, in whole or in part, in any form, including partial copies, updates or modifications of the intellectual property received from the other party or made in connection with this Agreement.

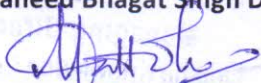
## **6. VALIDITY**

This Agreement shall be effective from the date when this Agreement is executed by the authorized signatories of both parties and shall continue to be effective unless it has been intimated by both parties in writing for termination, with mutual agreement. In case of termination, any responsibility of any party is to be fulfilled by the said party, which is expected to be fulfilled prior to the intimation of the said termination.

## **7. ARBITRATION**

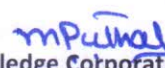
In case of any dispute between the two parties under this Agreement, the Parties shall promptly and in good faith negotiate with a view to attaining its amicable resolution and settlement, and in case a settlement is not reached within a period of thirty (30) days from the date on which the above-mentioned dispute arose, such dispute shall be referred to arbitration. The Arbitration shall be conducted as per provisions of the Arbitration and Conciliation Act, 1996 and any amendments made thereto from time to time. The seat of arbitration shall be Bhubaneswar and the arbitration shall be conducted in English language. This Agreement shall remain subsisting and operative during the arbitral proceedings and no payment due/Services and payable to either Party shall be withheld except the payment/services in dispute, if any.

For Saheed Bhagat Singh Degree College

  
Principal

Saheed Bhagat Singh Degree College, Khandadeuli (G)

for Odisha Knowledge Corporation Ltd.

  
Managing Director  
Odisha Knowledge Corp. Ltd.  
Managing Director

**8. FORCE MAJEURE**

Neither party to this Agreement shall be liable for any failure/delay on its part in performing any of its obligations under this Agreement if such failure/or delay shall be result of or arising out of Force Majeure conditions. Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this Agreement, be considered as a Force Majeure event. Such events include natural calamities, acts or omissions of any Government. Provided however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this Agreement, then such party shall give immediate written notice to the other party of the existence of such conditions whose existence are claimed to delay/disable the performance of obligations as aforesaid.

**9. TERMINATION**

This agreement can be terminated by both the parties mutually by giving two months' notice to the other party in writing. In case of unauthorized use of the product / service, OKCL reserves the right to terminate the agreement forthwith through a communication in writing.

In the event of any breach of terms and condition of the agreement at any point of time on the part of the both parties the agreement shall be terminable without any compensation to any party.

**10. JURISDICTION**

All disputes and differences, whatsoever arising out of these presents or any part thereof and whether as to the construction thereof or otherwise shall be referred to the High Court of Odisha at Cuttack which shall be the courts having jurisdiction to entertain and try the same.

IN WITNESS WHEREOF the parties hereto have set their respective hands to these presents in duplicate (wherein each copy shall be considered original) hereof the day and year herein above written.

For Saheed Bhagat Singh Degree College

  
for Odisha Knowledge Corp. Ltd.

  
Principal  
Prof. Minati Pattanaik  
Principal  
Saheed Bhagat Singh Degree  
College, Khandadeuli (G)  
Email ID sbsdcollege96@gmail.com

Managing Director(  
(Dr. Manoranjan Puthal)  
Managing Director  
Odisha Knowledge Corp. Ltd.  
Email ID : md@okcl.org

Witness 1:

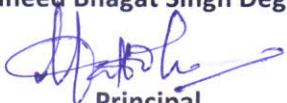


Witness 1:

Sasmita Panda  
CS & Head-HR & Legal

For Saheed Bhagat Singh Degree College

  
for Odisha Knowledge Corporation Ltd.  
Managing Director  
Odisha Knowledge Corp. Ltd  
Managing Director

  
Principal  
Principal  
Saheed Bhagat Singh Degree  
College, Khandadeuli (G)

## ANNEXURE 1


This Annexure forms a part and parcel of the Agreement executed on dated 01-02-2023 between Saheed Bhagat Singh Degree College (First Party) & OKCL (Second Party) for establishment of Knowledge Center in the College/Institution.

### Establishment of a Skill Development Center (SDC) in the College/Institution:

#### 1. Definitions:

- **ALC-** ALC means OKCL's **Authorised Learning Centre** which provides different courses offered by OKCL through its LMS (Learning Management System) to the learner.
- **DLC-** DLC means OKCL's District Lead Coordinator who coordinates as a single point contact, all district-level activities being conducted and ensures smooth completion of the same.
- **ERA-** ERA means the Learning Management System (LMS) named e-Learning Revolution for All, which will manage the learning, attendance, internal assessment, internal score and/or any learning outcome prepared by the student. In this document, ERA & LMS may be used interchangeably.
- **SOLAR-** SOLAR means the ERP which will manage the ALC/SDC's registration and renewal process, student data, admissions, final exam and certification related administrative information, any financial transactions in case of admissions confirmation, registration or renewal, etc. Every ALC/SDC is granted a login in this portal to conduct various financial and administrative activities in connection with the training.
- **SOLAR Wallet:** This is the e-wallet assigned to every ALC, in this case also the SDC, in SOLAR itself to confirm learners, confirm the NCR & CR, etc. The SDC will transfer money via NEFT to this wallet and utilize the wallet to carry out the activities mentioned above.
- **Admission Form-** This means the form containing details of the learner for learner registration purposes.
- **LF-** LF means Learning Facilitator who will be the person nominated by the ALC to take care of the activities being carried out at the SDC, such as monitoring of learning progression, administration of exams, teaching, etc.
- **LF Login-** In order to keep track of learning progression of learners on a continuous basis, different types of reports are provided in Learning Facilitator (LF) Login.
- **Reports-** Various reports are present in the LF login which help the LF to monitor several aspects of the training like-
  - i. **Learner Login Details Report:** It will display new learners User ID and Password.
  - ii. **Learner Login Report:** It will provide the learner login details of the learners registered in ERA. This contains exam-wise, attempt-wise present/absent status of learners.
  - iii. **Course Allocation Report:** The course reports the course allocated to learners.
  - iv. **Learning Course Duration Report:** The report presents the time duration spent by a learner on learning.
  - v. **Learning Progression Report:** It will display the continuous updated marks of learner on time-to-time basis.

For Saheed Bhagat Singh Degree College



Principal

Principal

for Odisha Knowledge Corporation Ltd.



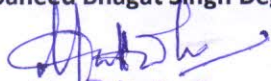
Managing Director  
Odisha Knowledge Corp. Ltd.  
Managing Director

- vi. **Challenge-wise Report:** Challenge related details reports like total no. of challenges, Challenges not solved, Challenges solved and total marks scored.
- vii. **Data Upload Status Report:** It will display the data upload status details of Learners and learners' statements of marks.
- **Course Details-** OKCL offers various courses in e-learning format to youth in the field of 21<sup>st</sup> century skills.
  1. **OS-CIT(Odisha State Certificate in Information Technology):** This is a de-facto standard Computer Proficiency course as notified by the government of Odisha. The proficiency test and certification for this 3 months course is conducted by OSOU(Odisha State Open University).
  2. **OCOC (OKCL's Career Oriented Courses):** These are various courses of 60 hours / 120 hours for basic and advanced IT skills enhancement like Job Readiness, Finance, Design, Programming, Retail Management, BFSI, Video Editing, etc.
  3. **Achievers' Series:** This product is mainly focused on preparing aspirants for Competitive Examinations like ASO, Banking, B.Ed, Railways, SSC, etc. It is a mobile app-cum-physical class based mock-exam preparation series
  4. **JRPY (Job Readiness Program for Youth):** It is a six months' course of 320 hours/480 hours which builds the capacity of Odisha's youth in the emerging field of Digital & physical Freelancing. It covers Digital Skills, English language & Communication Skills and Job Readiness Skills and ensures to enhance earning ability of a youth for a decent living through Freelancing.
  5. **Any other course (s) :** Any other course of OKCL as may be offered from time to time.
- **Fees Details:** - Each of the above course has its fixed fees structure charged to the students throughout the State of Odisha. The ALC of OKCL shall charge the same fees to the students enrolled in the SDC of the college/institution based upon the course chosen by the student.  
The ALC shall pay 10% of the course fees to the college/institution for each admission in the said college/institution, subject to minimum of 100 students enrolment in a year. *(Note: If the college/institution provides infrastructure of computers and peripherals as per specified requirement of OKCL to set up the SDC, and the same is managed by the ALC of OKCL, then the ALC Shall pay 20% of the course fees to the college/institution for each admission in the said college/institution, subject to minimum of 100 students enrolment in a year).*

#### MODALITIES OF ESTABLISHMENT OF SDC:

- Representative of OKCL (ALC) shall be provided by the college/institution with an office space with Size of the laboratory-cum-classroom not less than 10X10 sq ft, with proper Ventilation with the help of fans to keep the surrounding cool, and having Drinking Water & Washroom Facility, and adequate light arrangements.
- **Working Hours:** That the working hour of the Computer Center shall be from 7.00 am to 5.00 pm on weekdays including holidays/ vacations.

For Saheed Bhagat Singh Degree College

  
Principal

Saheed Bhagat Singh Degree

for Odisha Knowledge Corporation Ltd.

  
Managing Director  
Odisha Knowledge Corp. Ltd.  
Managing Director