



MEMORANDUM OF UNDERSTANDING

BETWEEN

COMMONWEALTH OF LEARNING - COMMONWEALTH EDUCATIONAL

MEDIA CENTRE FOR ASIA

AND

GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY

This MOU is made between the Commonwealth Educational Media Centre for Asia (CEMCA), the regional centre of Commonwealth of Learning (COL), having its office at 7/8 Sarv Priya Vihar, New Delhi 110016, India, an intergovernmental organization created by Commonwealth Heads of Government in 1987 (hereinafter called "COL_CEMCA") of the one part,

and

Guru Gobind Singh Indraprastha University (GGSIPU), a university established in 1998 by the Government of NCT of Delhi under the provisions of the Guru Gobind Singh Indraprastha University Act, 1998, with its Amendment in 1999. The University is recognized by the University Grants Commission (UGC), India, under Sections 12B & 2f of the UGC Act and is a teaching and affiliating University with a mandate to promote studies, research, and extension work in professional education across multiple disciplines, including Education, Engineering, Technology, Management Studies, Medicine, Pharmacy, Nursing, and Law. GGSIPU is an A++ NAAC Accredited University and is ranked in the 1000-1200 band in QS World University Rankings2025.

WHEREAS COL-CEMCA has the objective to promote open education and open skills; encourage the development and sharing of open and distance education, technology-enabled learning, knowledge, resources and technologies; and, to assist Commonwealth member governments to benefit from this, While GGSIPU has initiated the process of offering Distance and Online Education in the coming session.

NOW, THEREFORE, the Parties, inspired by their common objectives, have decided to enter into this MOU and agree as follows:

Article I. Objective and Purpose

- The objective of this MOU is to establish a formal basis of collaboration between COL-CEMCA and GGSIPU to explore, develop, and strengthen Open and Distance Learning (ODL) initiatives. This collaboration will support GGSIPU in:
- 1.1.1 Building institutional capacity for ODL, including training faculty and administrators in digital pedagogy.
- 1.1.2 Developing policies and guidelines for establishing quality ODL programs.
- 1.1.3 Integrating technology and digital resources to enhance learning experiences.
- 1.1.4 Promoting research and innovation in ODL.

Article II. Mutual Interests

The following areas of collaboration are identified:

2.1 Academic and Capacity-Building Initiatives

2.1.1 Developing capacity-building programs for faculty and staff on digital pedagogy, content development, and learner support in ODL.







- 2.1.2 Designing joint research studies and projects in the field of ODL, EdTech, and digital learning methodologies.
- 2.1.3 Facilitating policy development and regulatory compliance with UGC-DEB (Distance Education Bureau) norms for future ODL programs at GGSIPU.

2.2 Technological and Infrastructural Development

- 2.2.1 Supporting the development of a Learning Management System (LMS) and digital infrastructure for GGSIPU.
- 2.2.2 Encouraging the creation of Open Educational Resources (OER) and Massive Open Online Courses (MOOCs).

2.3 Course Development and Joint Certification

- 2.3.1 Developing online certification programs and micro-credentials.
- 2.3.2 Collaborating on designing credit-based online courses aligned with NEP 2020 and national education frameworks.

Article III. Assignment or Transfer to Third Parties and Execution

- 3.1 The responsibilities under this MOU shall not be assigned or transferred without the prior written consent of both Parties. Any attempt to assign or transfer, including by operation of law, is void unless there is the prior written approval of both Parties.
- 3.2 Nodal Officers shall be nominated by both the parties for execution and forging ties outlined in this MoU.

Article IV. Financial Arrangements

4.1 The parties agree that the MOU shall be non-binding and not legal to create and financial obligation on each other. The Parties concur that they will each use their own funds or funding sources to perform their respective responsibilities under this MOU. This MOU does not represent any commitment with regard to funding on the part of either Party. Financial terms of each party on identified activities or projects shall be addressed in the specific agreements that will be executed to undertake such projects.

Article V. Amendments

5.1 The terms and conditions of this MOU may only be changed by a mutually agreed written amendment signed between the Parties.

Article VI. Duration and Termination

- 6.1 This MOU shall enter into force on the latest date of its signature by the authorised signatories of both Parties and shall remain in effect for a period of Five (5) years, unless terminated by either Party with advance written notice to the other. It shall terminate ninety (90) days after receipt of such notice. The MOU is renewable for another term upon written mutual consent of both Parties, to be received one month prior to the expiry of the initial term. The renewal can be initiated by either party.
- 6.2 Not with standing its termination, the provisions of this MOU shall survive to the extent necessary to permit an orderly settlement of accounts between the Parties and to bring ongoing activities to a proper close with the least disruption to the pending work.
- 6.3 However, termination of this MOU shall not affect any agreement the Parties enter into unless such specific agreement is terminated in terms of the provisions therein.









6.4 The Parties confirm that they shall exercise good faith efforts to resolve any dispute between the Parties arising from or in connection with this MOU through mutual negotiation, consultations and mediation.

Article VII. Confidentiality

- 7.1 Both Parties agree to maintain the confidentiality of all shared data, documents, and information obtained during the execution of this MOU, except as required by law.
- 7.2. Each Party agrees to treat with the utmost confidentiality all documents, information and/or data obtained in the course of the execution of this MOU and deemed confidential by the other Party or which due to the nature of such information should be treated as confidential and shall not disclose same without the prior written confirmation of the party that disclosed the information unless compelled by a lawful order of a court of law or as a result of binding legislation.
- 7.3 All confidential information submitted by one Party to the other shall remain the property of the Party from which it originates. Each Party shall return to the other all the Confidential Information received from the other Party and any copies thereof promptly upon request and one copy may be retained for archival purpose.
- 7.4 Each party warrants that it has the right to make the disclosures under this Agreement. No other warranties are made by either party under this Agreement and all information exchanged under this Agreement is provided "as is". The disclosing party shall not be in any way responsible for any decision so recommitments made by receiving party in relying on the disclosing party's Confidential Information.
- 7.5 No patent, copyright or other intellectual property rights are transferred by this Agreement nor is any right or license under any invention or patent granted hereunder.

Article VIII. Relationship of the Parties and Dispute Resolution

- 8.1 For the purpose of this MOU, each Party is an independent contractor and not the joint venturer, agent or employees of the other Party. Neither Party shall make any statements, representations, or commitments of any kind, or take any action which shall be binding on the other Party, except as expressly authorized in writing by the other Party.
- 8.2 This MOU is not intended to create any legal obligations or enforceable rights and is entered into for the purpose of establishing collaboration and fulfilling the aspirations of both the parties.
- 8.3 Any dispute or disagreement arising in relation to the terms of this MOU shall be settled amicably. Both parties, GGSIPU and CEMCA, shall attempt to resolve the issue amicably, having due regard to the spirit and intent of this MOU. If the dispute is not resolved amicably through mutual discussion within 60 (sixty) calendar days, it shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996, which shall be final and binding. The seat/venue of arbitration shall be New Delhi, India.

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The Parties here to, each acting through its duly authorized representative, have signed this MOU in two (2) Originals in the English language.

Signed on behalf of Guru Gobind Singh Indraprastha University

Signed on behalf of Commonwealth of Learning - Commonwealth Educational Media Centre for Asia

Dr. Kamal Pathak Registrar, GGSIPU

Dr. Basheerhamad Shadrach Director, CEMCA

Date: 11 July 2025

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