## ASIAN ASSOCIATION OF OPEN UNIVERSITIES (AAOU) COLLABORATIVE RESEARCH PROGRAMME





# ASIAN ASSOCIATION OF OPEN UNIVERSITIES and

**NETAJI SUBHAS OPEN UNIVERSITY** 

GRANT FUNDING AGREEMENT ON AAOU COLLABORATIVE RESEARCH PROGRAMME

This Grant Funding Agreement (hereinafter referred to as "GFA") is made on 15 December 2020

#### Between

1) Name : Asian Association of Open Universities

Address : Jalan Cabe Raya, Pondok Cabe, Pamulang, Tangerang Selatan, 15437,

Indonesia

2) Name : Dr. Anirban Ghosh

Professor of Commerce & Director (i/c)

School of Professional Studies Netaji Subhas Open University

Address : DD-26, Sector- I, Salt Lake City, Kolkata - 700 064, India

The **OBJECTIVE** of this agreement is to establish understanding and compliance between the Asian Association of Open Universities (AAOU) (hereafter referred to as the "**Authority**") and Netaji Subhas Open University (NSOU) (hereafter referred to as the "**Grant Recipient**") in regard to AAOU Collaborative Research Programme. The following arrangements between AAOU and NSOU (hereafter referred to as the "**Parties**") will operate on the basis of equality and mutual benefits.

#### 1. INTRODUCTION

- 1.1. This Grant Funding Agreement sets out the conditions which apply to the Grant Recipient receiving the Grant from the Authority up to the maximum amount.
- 1.2. The Authority and the Grant Recipient have agreed that the Authority will provide the grant up to the maximum sum as long as the Grant Recipient uses the grant in accordance with this GFA.
- 1.3. The Parties confirm that it is their intention to be legally bound by this Grant Funding Agreement.

### 2. PROPOSAL TITLE

- 2.1 The Grant Recipient submitted a project proposal titled "MOOCs for Mobilising Higher Education in India: A Case Study"
- 2.2. The Grant Recipient has full commitment and responsibility in completing the

project as mentioned on point 2.1.

2.3. The Grant Recipient is not allowed to make changes on the project title without the Authority's knowledge.

#### 3. AMOUNT AND PAYMENT OF GRANT

- 3.1. The Authority shall pay the Grant Recipient an amount not exceeding \$5000 [five thousand dollars]. The grant will be paid in US Dollar (US\$).
- 3.2. The Grant Recipient will provide the Authority with evidence of the costs/payments, which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified.
- 3.3. The grant shall be paid to the Grant Recipient in two phases with certain conditions as follows:
  - a) The Authority will pay 70% of the grant on the first phase (on the first or second month of when the project is started).
  - b) The Authority will pay the remaining 30% of the grant on the second phase (on the thirteenth month of the project progress).
  - c) The grant payment on the second phase shall only be done after the Grant Recipient give a research progress report on the seventh month to the Authority and it shall be approved by the Authority in advance.

#### 4. THE GRANT RECIPIENT'S RESPONSIBILITIES

- 4.1. The Grant Recipient should revise / continue with the research proposal and progress report according to the review result made by the research review committees.
- 4.2. The Grant Recipient shall give a research progress report which has to be submitted to the Authority on the seventh month of the on-going project.
- 4.3. The Grant Recipient should provide the Authority with evidence of the costs/payments, which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified.
- 4.4. The Grant Recipient is not allowed to make changes on the research title nor collaborators without the Authority's knowledge and consent. All the changes made shall be communicated to the Authority.
- 4.5. The Grant Recipient shall guarantee that their writing is not of a plagiarism or a

prior work.

4.6. The Grant Recipient shall present their research project at the AAOU Conference and be submitted for publication to the AAOU Journal after the completion of the research grant.

#### 5. THE AUTHORITY'S RESPONSIBILITIES

- 5.1. Give the grant fund to the Grant Recipient.
- 5.2. Do monitoring and evaluation on the research progress made by the Grant Recipient.

#### 6. CONTACTS AND COMMUNICATION

- 6.1. The point of contact at AAOU is the Secretary-General of the association.
- 6.2. The point of contact for the Grant Recipient should be the research proponents.

#### 7. AMENDMENT

The Parties may revise, amend, or modify all or any part of this GFA by way of mutual consent in writing which shall come into force on such date to be determined by the Parties.

#### 8. LIMITATION OF LIABILITY

In no event shall either Party be liable to the other for any damages whatsoever including without limitation, direct, indirect, speculative, incidental, special, or consequential damages in connection with the performance under this GFA.

#### 9. FORCE MAJEURE

- 9.1. The Parties are exempt from the responsibility of delay or compliance of the obligations stated in this agreement, which are caused or resulting from the events occur beyond the control of the respective parties (classified as force majeure).
- 9.2. Force majeure as referred in point 9.1 above is a natural disaster conditions such as earthquakes, typhoons, floods or continuous rain, epidemics, wars, explosions, sabotage, revolutions, rebellions, riots, government actions in the economic and monetary sector which significantly affect the implementation of this agreement.

- 9.3. In case of force majeure, the party who first knows is obliged to notify the other party no later than 7 (seven) days after the force majeure occurs.
- 9.4. The force majeure referred to point 9.2 above does not abolish or terminate this agreement and if after the force majeure ends and it is considered that it is still possible for the implementation of this agreement to be carried out by the Parties, the Parties will continue this agreement in accordance with the provisions stipulated in this agreement.

#### 10. GOOD FAITH

In entering into this GFA, the Parties recognise that it is impractical to make provisions for every contingency that may arise in the course of the performances thereof. Accordingly, the Parties hereby declare it to be their intention that this GFA shall operate between them in accordance with the principles of good faith, with fairness and without detriment to the interests of any of the Parties. If in the course of this GFA, unfairness to any Party is disclosed or anticipated or any dispute arises, the Parties shall use their best endeavours to agree upon such action as may be necessary and equitable to remove or resolve the cause(s) of the same. If the Parties hereto fail to resolve the disputes or disagreements amicably then the GFA shall be deemed to be terminated forthwith.

The Parties have signed this MOA on 16 February 2021.

The Authority,

Dr. Rahmat Budiman Secretary-General Asian Association of Open Universities The Grant Recipient,

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Dr. Anirban Ghosh Professor of Commerce & Director Netaji Subhas Open University