



COMMONWEALTH OF LEARNING

**Commonwealth Educational  
Media Centre for Asia**

**Contribution Agreement Ref: C26-012**

BETWEEN

**Commonwealth Educational  
Media Centre for Asia**  
(referred to as "COL-CEMCA")  
7/8, Sarva Priya Vihar,  
New Delhi-110016, India

AND

**Netaji Subhas Open University**  
Kolkata  
West Bengal  
Email: registrar@wbnsou.ac.in

**1.0 Purpose**

The Commonwealth of Learning (COL) and the Commonwealth Educational Media Centre for Asia (CEMCA), COL's regional centre, acknowledge Netaji Subhas Open University (NSOU), Kolkata, West Bengal expressed interest in a collaborative project focused on Graduate Employability. NSOU has already developed a university-specific Employability Framework. To support the realisation of this framework and advance NSOU's mission of enhancing learner employability, COL-CEMCA proposes a collaboration with Netaji Subhas Open University (NSOU), Kolkata, West Bengal. For the 2025-26 period, COL-CEMCA and NSOU agree to jointly organise the following programme activities and their associated deliverables.

**2.0 The Netaji Subhas Open University (hereafter referred to as the partner institution) shall:**

2.1 To ensure the successful implementation of NSOU's Employability Framework, the following activities and deliverables have been agreed upon for the 2025-26 period:

2.1.1 Continued Partnership: NSOU will sustain its collaboration with COL-CEMCA throughout 2025-26 to effectively implement its Graduate Employability Framework.

2.2. Training and Development in RBM: NSOU will nominate at least ten participants for a two-day virtual training organised by COL-CEMCA on the Result-Based Management (RBM) approach. This training aims to support the realisation of NSOU's Employability Framework.

2.3. Training and Development in Curriculum Review and Enhancement: NSOU will nominate a minimum of ten participants for a three-day virtual or face-to-face training session organised by COL-CEMCA. This training will focus on developing and enhancing Open and Distance Learning (ODL) courses with employability attributes, including the effective use of Open Educational Resources (OER) and the development of OER policies, where applicable. The objectives are:

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Phone: +91-11-45871061, 45871113  
Email: admin@cemca.org Website: www.cemca.org



- 2.3.1. To enable faculty members to develop and refine their competencies in course enhancement with employability attributes (hands-on) in at least five courses of NSOU.
  - 2.3.2. To equip faculty members with the skills to develop at least one new skills-based course utilizing OER.
  - 2.4. Course Review and Quality Assurance: NSOU will submit the newly developed and the five enhanced courses, along with at least one skills-based course, for review by COL-CEMCA. This review will ensure adherence to established quality assurance guidelines and gender rubrics.
  - 2.5. Participant Facilitation: NSOU will be responsible for identifying and facilitating the participation of nominated individuals in all aforementioned training events.
  - 2.6. Logistics and Materials: NSOU will undertake the reproduction and distribution of workshop materials for participants and manage all logistical aspects of organising the above events.
  - 2.7. Publicity and Reporting: NSOU will provide news items and photographs related to the activities for dissemination on the COL-CEMCA website and in its newsletter.
  - 2.8. Visibility and Acknowledgement: All publicity and activities associated with the project must acknowledge COL-CEMCA's support by appropriately displaying the COL-CEMCA logo and name. NSOU will also inform COL-CEMCA on how this support has been acknowledged.
  - 2.9. Reporting: NSOU will prepare event-specific reports, including gender-disaggregated participant data, and a consolidated year-end report on all activities undertaken.
  - 2.10. Advocacy: NSOU will hold at least one (1) webinar to share experiences with a wider audience;
  - 2.11. NSOU shall assign Prof. Anirban Ghosh, Director, SPS & SVS (anirban1972@gmail.com) for programme related matters and Dr. Papiya Upadhyay, Asst. Professor, SOE (papiyaupadhyay@wbnsou.ac.in) for academic/ administrative matter as the staff members with whom the COL-CEMCA shall liaise on all matters related to this contract.
- 3.0 COL-CEMCA Responsibilities and COL-CEMCA Contact Person:**
- 3.1 COL-CEMCA shall:
- 3.1.1. Liaise with officials of COL for providing expert advice to NSOU for the workshops.



3.1.5. Provide continuous expertise advise and thoughts for value addition for the finalisation of the meeting related documents i.e. strategy plan, key discussions points, inputs related to Skills-based Courses.

3.1.6. Provide inputs in the finalisation for development of courses to the participating institution.

3.1.7. Provide inputs in the finalisation of the workshop reports.

3.1.8. Contribute resources up to a maximum of INR 2,50,000 (Rupees Two Lakhs and Fifty Thousand only) to NSOU for realising the statement of activities outlined in clause 2.0.

3.2 COL-CEMCA shall assign Dr B. Shadrach, Director ([bshadrach@col.org](mailto:bshadrach@col.org)) for programme related matters and Ms Monica Sharma, Programme Coordinator ([msharma@col.org](mailto:msharma@col.org)) for administrative matter as the staff members with whom the NSOU shall liaise on all matters related to this contract.

#### 4.0 Deliverables and Timeframe

4.1 NSOU shall begin the work when a fully signed copy of this contract has been provided and complete the work by March 31, 2026, with the following specific deliverables and timelines:

4.1.1 Nominate faculty members and facilitate their participation in the RBM Workshop in consultation with COL- CEMCA and its consultant(s) by July 31, 2025.

4.1.2 Develop an RBM Framework for the implementation of NSOU's Employability Framework by August 15, 2025

4.1.3 Provide all logistic support to participants and facilitate the 3-day workshop (online or face to face) at Netaji Subhas Open University, Kolkata, West Bengal in September 2025.

4.1.4 Submit the 5 courses with employment attributes and at least one skills-based course on for COL-CEMCA's review by November 30, 2025.

4.1.5 Incorporate suggestions made by COL-CEMCA and finalise the 5 courses with employment attributes and at least one skills-based course by December 31, 2025.

4.1.6 Submit the final consolidated report on the above activities by January 31, 2026.

#### 5.0 Contribution and Invoices

5.1 A maximum sum of up to INR 2,50,000 (Rupees Two Lakhs and Fifty Thousand only) shall be paid as a contribution by COL-CEMCA in two instalments to the Partner Institution as outlined below and MPBOU will provide the venue for the workshop and academic and administrative support:

5.1.1 First instalment of ₹2,00,000 (Rupees Two Lakhs only) shall be paid as an accountable advance for the deliverables as stated in clause 4 as above, after signing the contract.

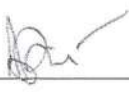
- 5.1.2 Second and final instalment of ₹ 50,000 (Rupees Fifty Thousand only) shall be paid after receiving all the deliverables under Clause 4.1.1 to 4.1.6 and a duly certified statement of expenditure on the organization's letterhead, accompanied with relevant receipts and payment invoices to the vendors will be forwarded to COL-CEMCA within one month of the completion of the statement of activities. The statement of expenditure will reconcile for the allocated budget and clear any accountable advances. Any amounts not spent in accordance with the Agreement will be refundable to COL-CEMCA upon request.
- 5.2 COL-CEMCA's terms of payment for each instalment shall be within thirty days of receipt and acceptance of the deliverables as outlined in the timeframe specified and an invoice.
- 5.3 The invoice(s) shall contain the Agreement number, the name and address of the payee, and the amount of instalment due under the Agreement. To facilitate the direct wire transfer of funds, the bank name, address, identity number and ifsc/swift code, account number and name of account shall be required.
- 5.4 If the Partner Institution fails to deliver any or all goods, services or materials as specified in the Statement of Activities within the time period(s) specified in the Agreement, COL-CEMCA reserves the right to amend the contribution due under the Agreement.



C26-012

### Agreement

Please sign, date and return one copy of this signature page to COL-CEMCA to confirm acceptance of this Partner Contribution Agreement and the associated General Agreement Terms and Conditions as outlined in Annex 1 including all Annexures which form an integral part of the Agreement:

  
\_\_\_\_\_  
Registrar (Add'l Charge)  
Netaji Subhas Open University  
Ms Ananya Mitra  
Registrar, NSOU  
(Add'l Charge)  
Date 29.07.2025

  
\_\_\_\_\_  
Amit K Jain  
Head: Administration & Finance  
Signed on behalf of COL-CEMCA  
Date 30/7/2025

Annex 1 – General Agreement Terms and Conditions

*COL-CEMCA Internal Reference only: (Budget code/ES-Adv/PA initials)- 25CP2- 112*  
*Total contract value (fees and expenses): ₹2,50,000*

## RBM FRAMEWORK

Country/ies	Impact	Long Term Outcomes	Short Term Outcomes	Output
India	Expanded and improved learning and livelihood opportunities available through greater and effective use of open, distance and technology-based approaches by communities, institutions and governments	LTO2. Improved institutional effectiveness in using ODL	STO2.1 Improved capacity of institutional staff in relevant areas of work	O2.1 Institutional staff trained in relevant areas of work



## **Annex 1 – General Contract Terms and Conditions**

### **1.0 Gender Equality**

- 1.1. Gender equality is integral to all of COL-CEMCA's work and requires that both women's and men's views, interests and needs shape its work in learning for development. The Consultant agrees that gender considerations shall inform the work to be undertaken under this contract.

### **2.0 Copyright and Intellectual Property Rights**

- 2.1. The Consultant shall assign to COL-CEMCA any copyright and intellectual property rights arising from the works produced and provided (the Work Product) by the Consultant in relation to the services undertaken while executing the Contract.
- 2.2. COL-CEMCA, as copyright holder, shall hold the unrestricted rights to republish the Work Product in any format at any time including editing the Work Product and associating the work with other work.
- 2.3. It is a condition of the Contract that the Work Product produced by the Consultant under the Contract will not infringe any Copyright and Intellectual Property Rights of any third party. The Consultant shall use CC BY or CC BY-SA materials while developing the Work Product under this Contract.
- 2.4. The Consultant shall take all necessary steps, execute all necessary documents, and secure such proprietary rights and transferring or licensing them to COL-CEMCA including clearly identifying in the Work Product such content.
- 2.5. The Consultant shall during and after the expiration of this Contract, on written demand indemnify COL-CEMCA against all actions, suits, claims, demands, damages and costs which COL-CEMCA may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim relates to the use of data supplied by another Party which is not required to be verified by the Consultant under any provision of this Contract.
- 2.6. The Consultant warrants that the use or supply of the work provided under the Contract does not violate any copyright or intellectual property rights.

### **3.0 Health and Safety**

- 3.1. The Consultant will exercise all reasonably practicable measures to ensure the health and safety of the Consultant and other persons who might be put at risk while performing work under this contract.

### **4.0 Monitoring and Evaluation**

4.1. The performance of the Consultant may be evaluated by COL-CEMCA through feedback from any participants and institutions where the Consultant has provided services on behalf of COL-CEMCA.

4.2. The evaluation report referencing this performance will remain confidential to COL-CEMCA and will be used by COL-CEMCA for internal purposes only.

#### 5.0 No Fraudulent Practices

5.1. The Consultant will not make, cause to be made, nor receive any offer, gift, payment, consideration, inducement, reward, or benefit of any kind, which would, or could be construed as an illegal, unethical, or fraudulent practice. Any such conduct may be grounds for immediate termination of this Contract and COL-CEMCA will be entitled to recover any such amounts and take such other corrective action as COL-CEMCA deems appropriate.

5.2. If the Consultant has knowledge of, or a reasonable concern about, illegal, grossly negligent, dishonest, or fraudulent activity, the Consultant agrees to contact COL-CEMCA to report the suspicions.

#### 6.0 Anti-terrorism

6.1. The Consultant will use its best endeavour to ensure that Fees provided under this Contract do not provide direct or indirect support or resources to organisations and/or individuals associated with terrorism or designated by governments or international organisations as terrorists. If the Consultant discovers any link whatsoever with any organisation or individual associated with terrorism, they will inform COL-CEMCA immediately.

#### 7.0 Safeguarding

7.1. The Consultant confirms that the Consultant is committed proactively to safeguard and promote the welfare of its beneficiaries, staff, and all those with whom it comes into contact from any form of abuse or exploitation, including physical, financial, psychological, and sexual abuse, neglect, discrimination, or inhuman or degrading treatment howsoever arising.

7.2. The Consultant agrees to abide by COL-CEMCA's Safeguarding policy if no written policy is in place by the Consultant where a copy is available here: Safeguarding

Policy - Commonwealth of Learning (COL-CEMCA.org) and to ensure that all allegations, suspicions and incidents of abuse are reported immediately to the appropriate agency and to COL-CEMCA through the Safeguarding Contact as contained in the policy.

#### 8.0 Liability and Insurance



- 8.1. COL-CEMCA shall not assume any liability for any injuries or damage to the Consultant and the Consultant's associates and staff involved with the execution of this contract and shall not assume any responsibility whatsoever for insuring the Consultant.
- 8.2. The Consultant is fully responsible to ensure its risks of implementing the Statement of Work and deliverables are adequately covered, whether by insurance or otherwise, including claims made after the completion of the Contract. This includes any medical, travel, accident or other insurance that may be necessary in respect of any loss, injury, damage, or illness occurring in relation to the execution of this Contract.
- 9.0 Termination
- 9.1. This contract may be terminated by either party before the expiry date of the contract by giving written notice to the other party. The period of notice shall be five business days in the case of contracts for a total period of less than two months and ten days in the case of contracts for a longer period to enable an orderly windup of activities.
- 9.2. As a result of termination, the Consultant shall have no claim against COL-CEMCA other than payment on a pro rata basis for no more than the actual amount of work performed to the satisfaction of COL-CEMCA.
- 10.0 Independent Consultant
- 10.1. The Consultant is an independent consultant and nothing in this contract shall be deemed to create the relationship of employer and employee between the Consultant and COL-CEMCA.
- 10.2. COL-CEMCA undertakes no liability for taxes, duty, or other contributions payable by the Consultant on payments made under this Contract. No statement of earnings will be issued by COL-CEMCA to the Consultant.
- 10.3. For individual Consultants, the Consultant acknowledges that the terms of the Consultant's current employment contract do not preclude the Consultant from undertaking this consultancy.
- 11.0 Confidentiality
- 11.1. The Consultant agrees that any information of a character confidential to the affairs of COL-CEMCA to which the Consultant becomes privy because of the work performed under this contract shall be treated as confidential, unless disclosure of such information is required by law.
- 11.2. The Consultant confirms that it has adequate security measures to keep safe any confidential information that it may come into contact with in relation to this Contract from unauthorised access or use by third parties and that it will not disclose or use such

information for any purpose other than to the extent necessary to fulfil the requirements of the Contract.

12.0 Assignment

- 12.1. The Consultant may not assign or sub-licence this contract without the prior written consent of COL-CEMCA.

13.0 Amendments

- 13.1. This contract may be amended by a letter of amendment specifying all modifications with the written consent of COL-CEMCA and the Consultant.

14.0 Data and Privacy Protection (where applicable)

- 14.1. COL-CEMCA's Data Protection policy located here is based on collecting only the minimum amount of online data needed to meet the purpose of activities designed to fulfil its mission of increasing access to learning at all levels and to preventing unauthorised access to and usage of this data.

- 14.2. The Consultant declares that it is aware of the prime importance to COL-CEMCA of securing the data collected under this Contract in terms of confidentiality, integrity, and data back-up, particularly in respect of the risks of physical or logical intrusion.

- 14.3. The Consultant will use its reasonable efforts to ensure the logical segregation of this data from other information to the fullest extent possible. The Consultant will use safeguards and controls as necessary to protect this data in respect of the risks of physical or logical intrusion and will undertake to process all personal data in the strictest and necessary context of the services supplied under the Contract. The Consultant will not, and will ensure that its Personnel will not, transfer, copy, remove, or store data collected under this Contract other than as authorised under the Contract.

- 14.4. The Consultant undertakes throughout the period of the Contract to carry out adequate back up commensurate with international standards of all data and to ensure the safety and integrity of the data backed up. Such data will be retained only for the period of time that is compatible with the purposes for which the data is collected.

15.0 Access to COL-CEMCA Computer Resources (where applicable)

- 15.1. The Consultant in the performance of this Contract may be required to use or connect with COL-CEMCA computer resources. Any such access and use shall be in accordance with and subject to requirements provided by COL-CEMCA as follows:

- 15.1.1. approval to access specific computer resources shall be granted by COL's Vice President, through the IT Manager.

- 15.1.2. access to COL-CEMCA computer resources by the Consultant is only permitted as required to perform the work authorised under this Contract. Classified computer resources or information shall not be accessed without specific written authorisation from the signatory of this Contract. Personal and non-work-related use of COL-CEMCA's computer resources by the Consultant is prohibited.
- 15.1.3. all software used by the Consultant on COL-CEMCA's computer resources must be appropriately acquired and used according to applicable licensing agreements; and
- 15.1.4. system access passwords provided to the Consultant shall be protected to prevent disclosure to other persons. If a password provided by COL-CEMCA is compromised, the Consultant shall inform COL-CEMCA immediately. All passwords provided will be for a specific duration.