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Tran Id: 241203115839742218
Date: 03 DEC 2024, 12:02 PM
Purchased By:
SRIRAM VENKATESH
S/o SRIRAM MUTHAIAH
R/o HYDERABAD
For Whom
T G C H E SECRETARY

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MEMORANDUM OF UNDERSTANDING BETWEEN



TELANGANA COUNCIL OF HIGHER EDUCATION,
Hyderabad, Telangana

and

SOCIETY FOR TELANGANA STATE NETWORK (Softnet), (TSAT)

Dept of ITE&C, Govt. of Telangana

(An Initiative of Government of Telangana)

This MoU is entered on 05.12.2024 at Hyderabad

BETWEEN

Telangana Council of Higher Education (TGCHE), a Statutory body of Government of Telangana, is presently situated in JNAFAU Building, Opp: Mahavir Hospital, Masabtank, Hydrabad-500028, Telangana State, India and hereinafter called "TGCHE" and represented by its Secretary, which expression unless otherwise provided, shall include its successors, executors, administrator and assignees through its Head of the **ONE PART**.

AND

T-SAT, an initiative of the Government of Telangana, Educational Channels of the Society for Telangana State Network (SoFTNET), represented by its CEO, here-in-after called as the **SECOND PARTY**





A) WHERE AS the, Telangana Council of Higher Education, Hyderabad was established as per the National Educational Policy, 1986, recommended that state level planning and coordination of Higher Education shall be done through councils of Higher Education and that the University Grants Commission (UGC) and these Councils will develop coordinative methods to keep a watch on standards.

The UGC constituted a committee to make recommendations regarding setting up of State Councils of Higher Education as per the aforesaid National Policy. The said committee recommended that there is a pressing need for effective machinery for promotion and coordination of Higher Education at the state level and co-ordination of state level programmes with those of the UGC. The UGC has laid down the guidelines for setting up State Councils of Higher Education as recommended by the said committee.

Different State Governments have accordingly constituted State Councils of Higher Education as recommended in the National Educational Policy of the Government of India and as recommended by the committee constituted by the UGC.

The Telangana State Council of Higher Education (TSCHE) came into existence by the Order of the Sate Government of Telangana by adopting the the APSCHE Act 16 of 1988 as per the provisions of the AP Reorganization ACT 2014.

The Telangana State Council of Higher Education is primarily a coordinating body between the University Grants Commission (UGC), the State Government and the Universities. It is the general duty of the Council to coordinate and determine standards in institutions of Higher Education, Research, Scientific and Technical Institutions in accordance with the guidelines issued by the University Grants Commission from time to time. The Act 16 of 1988 envisages three distinct functions (a) Planning and Coordination, (b) Academic Functions and (c) Advisory Functions.

B) WHEREAS Society for Telangana State Network (SoFTNET) having its mandate to Educate, Enlighten and Empower the people of Telangana State using audio-visual, wire & wireless technology and Satellite Communications, provides for quality coaching and guidance for aspirants seeking admission to professional courses and help with right guidance for youth gain employment and coaching them for competitive exams, vocational training and other skill development. It also under take the task is to help government departments train its workforce and enable them to deliver services with perfection and precision SOFTNET operates SaTCOM channels via T-SAT Vidya & T-SAT Nipuna apart from mirroring the content and provides the same catchup viewing on Social & Digital Media platforms viz YouTube, TSATApp. TSAT.TV etc

In the pursuit of the excellence in Higher Education and in order to promote quality dissemination of knowledge to the aspirants and for the reciprocal benefits within the framework of openness, fairness and equity. both the parties to the Memorandum of Understanding hereby indicate their willingness in Principle and agree to collaborate, cooperate in promotion of teaching, training and research activities and promote substantial and productive academic collaborations as below:

a) Exchange and sharing of knowledge resources of both the institutes for conducting or organizing training programs requiring expertise and specific knowledge in the specific areas, more particularly to use the faculty resources of the **Telangana Council of Higher Education**, and also other material to prepare short 30-60 minute capsules (either as a complete course or part of course), design and deliver complete courses, jointly organize training programs and skill development programs in online mode.





- b) Impart certificate programs in the specialized areas of the knowledge,
- c) Exchange of knowledge resources for extension, guest lectures and any activities relating to the knowledge sharing in online mode.
- d) Organizing discussion forums, and training programs to the aspirants of knowledge,
- e) Any other matter for the mutual benefit with the mutual consent.

C) The parties to the MoU hereby agree to collaborate and work together subject to the following terms and conditions:

1) Telangana Council of Higher Education

Telangana Council of Higher Education has initiated steps to telecast its syllabus based video lessons for the benefit of the Students / Faculty of Telangana. Apart from syllabus based video lessons, also intends to telecast many other educational programmes in various subjects that include live discussions, documentaries, enrichment programmes, etc. In view of the above,

2) SOFTNET under takes to:

Allot a dedicated TSAT satellite channel to Telangana Council of Higher Education, free of cost.

3) Telangana Council of Higher Education undertakes to:

- i) To telecast syllabus based video lessons / expert lectures on emerging technologies through T-SAT for various UG/PG courses.
- ii) To telecast live/recorded discussions on current topics in various subjects, documentaries, enrichment programmes, etc, on T-SAT, for purely educational purpose only. All copyrights on content produced is reserved with TGCHE.

4) Legal framework:

This MoU ensures smooth sailing for both the parties, ie., the TSAT that provides the satellite channel free of cost; and on the part of Telangana Council of Higher Education, they use the T-SAT for educational purpose only without any commercials. If any commercials are involved, it may be shared on the basis of mutual agreement, from time to time.

5) Exit Clause:

The roles of each participating party have been clearly defined. In case, if party wants to exit for not meeting the commitment or otherwise can do so with a 30 day notice.

6) Separate Agreements:

Prior to initiating any specific activity or program, the parties will negotiate and enter into a definitive separate agreement, signed by each party or its authorized signatory, describing the terms of the arrangements, including but not limited to financial commitments, academic freedom commitments and compliance obligations and details of the exchange or collaborative relationship. Except as expressly provided in the preceding sentence, this MoU is not intended to create any legally binding obligations on either institution but, rather, it is intended to facilitate discussions regarding general areas of cooperation.





7) Financial Terms:

There is no financial commitment from both the parties. However, if any revenue is generated, it may be shared on mutually agreed terms. A separate agreement may be signed to this effect.

8) Confidentiality and Non-Disclosure

- 1.1. The 30-60 minutes Capsules created by the Telangana Council of Higher Education at the behest of the T SAT will claim the contradictory to clause 3 (ii). No modification to the capsules should be made by the parties without the mutual consent in writing to the modifications/amendments carried to the material. It shall not be made public or extent of the shared with any other party other than the satellite & Digital media platforms of SoFTNET without the prior written consent of the parties.
- 1.2. In the event of any of the parties becoming legally compelled to disclose any copyrighted information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other as appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the copyrighted information only to the extent that is legally required of it and no further.
- 1.3. No party shall use the intellectual property of other party without appropriate approval or license and infringe the rights of others.
- 1.4. The intellectual property created by or during the collaborated activities will own accordingly as per the terms of agreement of such specific activity. No party shall transfer or assign the same to any third party without mutual consent from other party.

Duration and Termination of the MoU

This Memorandum of Understanding is operative initially for a **period of five years** from the date of signing the Memorandum of Understanding. Later, Renew <u>after (5) five years</u> and extension of contract shall be as per mutual consent it can be terminated by either party by giving a written notice of 60 days. The termination of this MoU shall not affect the validity and duration of any arrangements, agreements, programs, activities, and projects made under this MoU until completion of such arrangements, agreements, programs, activities and projects. This MoU may be reviewed and extended further period (s) with mutual consent.

Legal Effect of the Memorandum of Understanding

This Memorandum of Understanding outlines the framework of working relation between the parties. Except as expressing stated, it is not intended to constitute a contract, but created on the good will and binding in honour only. No partnership or joint venture is created and neither party can commit the other financially or otherwise bind the third party. No party shall claim itself as an agent or representative of other party or create any liability to other party.

Dispute Resolution

This MoU is based on the immediate benefits and on developing and enduring relationships serving and safeguarding the commercial interests as well as the standing of the parties. Hence the Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Memorandum of Understanding or interpretation thereof.

Assignment and Transfer

Any and all rights, duties and obligations of the parties under this MoU shall not be transferred or assigned by either party to any third party without prior written consent of the other party.





a) On behalf of Telangana Council of Higher Education (TGCHE)

		NODAL OFFICER
Name	:	Prof. Sriram Venkatesh
Designation	:	Secretary, Telangana Council of Higher Education Hyderabad.
Address	:	Telangana Council of Higher Education Masab Tank, Hyderabad-500028
Mobile No	:	7032710427
Email ID	:	secretarytgche@gmail.com
Official website	:	www.tgche.ac.in
	PR	OJECT COORDINATOR
Name	:	
Designation	:	
Address	:	
Mobile No		
Email ID	:	

b) On behalf of T-SAT

	NODAL OFFICER
Name	: Sri Bodanapally Venugopal Reddy
Designation	: Chief Executive Officer,
Address	: T-SAT Studios, Dr. BRAOU campus, Road No.45, Jubilee Hills, Hyderabad-500033.
Mobile No	: 7382569569
Email ID	: ceo-softnet@telangana.gov.in, bvenugreddy@gmail.com
Official website	https:softnet.telangana.gov.in
	PROJECT COORDINATOR
Name	: Md. Sadiq Pasha
Designation	: Executive Director,
Address	: T-SAT Studios, Dr. BRAOU campus, Road No.45, Jubilee Hills, Hyderabad-500033.
Mobile No	: 8179221604
Email ID	: ed-softnet@telangana.gov.in





T-SAT, HYDERABAD

Modifications

No modification to this MoU, will be effective unless agreed to in writing by both Parties and duly signed by the authorized signatories of the Parties.

Non-Exclusivity

TELANGANA COUNCIL OF HIGHER EDUCATION (TGCHE)

HYDERABAD

This Memorandum of Understanding is not exclusive and not precluded from having similar collaborations with others.

Notice

2)Name:

Signed:___

Date:

All notices required or permitted to be given hereunder shall be in writing, shall make reference to this MoU, and shall be delivered by hand, or dispatched by prepaid air courier or by registered or postage prepaid, addressed to the other

IN WITNESS WHERE OF, THE PARTIES HERE TO have set their hands to this MOU on the date first above written.

Name: Prof. Sriram Venkatesh : Name: Sri Bodanapally Venugopal Reddy Secretary, Chief Executive Officer, **Telangana Council of Higher Education** T-SAT Network, Dept. of ITE&C Hyderabad. Govt. of Telangana Signed: Signed: Date: Date: **WITNESS:** WITNESS: 1) Name: prof. E. Purustos HAM : 1)Name: Signed: : Signed: Date: Date:

2) Name:

: Signed:_

Date: