

MEMORANDUM OF UNDERSTANDING (MoU)

Amongst

**INFORMATION AND LIBRARY NETWORK CENTRE,
GANDHINAGAR**

&

EDUCATION DEPARTMENT, GOVERNMENT OF BIHAR

&

NALANDA OPEN UNIVERSITY, PATNA

For

INFLIBNET SERVICES



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered on 12 December, 2022 by and among:-

- (i) Information and Library Network Centre (herein referred to as "INFLIBNET"), an autonomous Inter University Centre of UGC, Govt. of India is located at Gandhinagar, Gujarat- 382007.
- (ii) Education Department, Government of Bihar having its office at New Secretariat, Patna-800001, Bihar
- (iii) Nalanda Open University (here referred to as "University") Biscomaun Bhawan, 2nd, 3rd Floor, Gandhi Maidan Rd, Patna, Bihar 800001

Education Department, Government of Bihar, University and INFLIBNET are referred to individually as "**Party**" and collectively as "**Parties**". All parties have reached the following broad areas of cooperation & collaboration intent.


WHEREAS INFLIBNET Centre, an Inter-University Centre of the University Grants Commission of India under Ministry of Education, Govt. of India undertakes activities and services that include automation of academic libraries and information centers, providing access to subscribed and open access e-resources, e-content, ranking of institutions, development of web applications to facilitate scholarly communication and maintenance of bibliographic and non-bibliographic database, hosting of soft copies of Ph.D Theses, providing anti plagiarism tools (PDS) etc.;

AND WHEREAS Education Department, Bihar is a Government of Bihar body tasked with providing education and setting up related framework and infrastructure across the State.

AND WHEREAS Nalanda Open University, Patna is a University established by Nalanda Open University Act, 1995 with an objective to conduct teaching and research and provide higher education in various disciplines as approved by the statutory bodies of the university.

INFLIBNET SERVICES

The MoU is made for the following INFLIBNET Services:

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- i) IndCat
 - ii) Library Automation (SOUL)
 - iii) INFED (e-SS)
 - iv) Shodh ganga
 - v) Shodh Shuddhi (PDS)
 - vi) Shodh Chakra
 - vii) ILMS
 - viii) IRINS

1. Purpose of MoU

This Memorandum of Understanding (MoU) defines responsibilities, liabilities and commitments of the university / Education Department, Government of Bihar involved to ensure proper implementation of the INFLIBNET services for its stakeholders.

2. Broader Roles and Responsibilities

INFORMATION AND LIBRARY NETWORK (INFLIBNET) CENTRE

The broader role and responsibility of INFLIBNET are as follows:

- Shall provide access to its services;
- Shall integrate new features / resources into web platforms from time to time;
- Shall provide help manual / video tutorials for its stakeholders;
- Shall provide one day orientation / training programme for the University's stakeholders (researchers / guides / other concern officials) on mutual consent;
- Shall provide implementation monitoring system to Education Department, Government of Bihar & University;
- Shall provide Union catalogue of Bihar State (Bihar Cat).
- Shall provide handholding support to Education Department and University of Bihar throughout the Project.
- Shall resolve all the technical queries and issues within timeframe.

University

The broader role and responsibility of University are as follows: -

- Shall register into INFLIBNET services;
- Shall create profile of university including school/department/centre details;
- Shall verify / approve the teachers / researcher's /guide details;
- Shall nominate nodal officer for its implementation;
- Shall encourage and ensure that all stakeholders participate in INFLIBNET services;
- Shall not hold INFLIBNET Centre responsible for any errors and omissions contained in student, teachers, researchers and supervisors' data;

Education Department, Government of Bihar

The broader role and responsibility of Education Department, Government of Bihar are as follows:

- Shall arrange capacity building programmes for stakeholders;
- Shall nominate state nodal officer for its implementation;
- Shall maintain the implementation of monitoring system;
- Shall encourage and ensure that all Universities participate in INFLIBNET services;
- Shall provide funding support for library automation for Software for University

Libraries (SOUL), limited edition.

- Shall provide funding support for E-Resources under e-Shodh Sindhu (eSS) for universities.

3. Service Based Roles and Responsibilities

i. IndCat

IndCat is an online Union Catalogue of Books, Theses and Serials of major university libraries in India. The IndCat contains bibliographic information, location and holdings of Books, Theses and Serials. It provides the records in standard bibliographic formats i.e. MARC, MARCXML, BibText. It covers all major subjects. A Web-based interface is designed to provide easy access to the merged catalogues. The IndCat is a major source of bibliographic information that can be used for Inter-Library Loan, Collections Development as well as for Copy Cataloguing and Retro-Conversion of bibliographic records.

IndCat: Roles and Responsibilities

INFLIBNET CENTRE

- Shall provide free online Union Catalogue of Books, Theses and Serials of major university/institute libraries in India;
- Shall serve a virtual catalogue of university libraries named Bihar Cat;
- Shall support Inter-Library Loan feature;
- Shall provide orientation/training programme for the University's stakeholders regarding data contribution and the use of OCS on mutual consent;
- Nodal officer dashboard to manage the university profile for each university / institute with various features and functionalities;
- Shall provide help manual/video tutorials for its stakeholders;
- Shall ensure the data security;

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- Shall contribute the data into IndCat platform;
- Shall contribute the bibliographic records with mandatory fields i.e. Title, All Authors, Corporate Body, Meetings, Place, Publisher, Edition, Publication Year, ISBN, Physical Description, Series Statement, Language, Class Scheme Notation, Subject, Accession No. etc.;
- Shall use AACR-II and Library of Congress Subject Heading (LCSH) to make the data quality and uniformity;
- Shall use Authority files of Publisher, Subject and Author fields to avoid typographical errors;
- Shall nominate librarian to contribute the catalogue records;
- Shall access the features of the IndCat platform;
- Shall not hold INFLIBNET Centre responsible for any errors and omissions contained in researchers and supervisors' data;
- Shall register on Online Copy-catalogue System (OCS) platform, provided by



INFLIBNET, and provide the data which gives simultaneous effect in local LMS database and Ind Cat Server.

ii. SOUL Software for University Libraries (SOUL)

Software for University Libraries (SOUL) is a state-of-the-art integrated library management software designed and developed by the INFLIBNET Centre based on requirements of college and university libraries. The software is compliant to international standards for bibliographic formats, networking and circulation protocols. The software is designed to automate all housekeeping operations in library. The software is suitable not only for the academic libraries, but also for all types and sizes of libraries, even school libraries. SOUL 3.0 is compliant to international standards such as MARC 21 bibliographic format, Unicode based Universal Character Sets for multilingual bibliographic records and NCIP 2.0 and SIP 2 based protocols for electronic surveillance and control.

SOUL: Roles and Responsibilities

INFLIBNET

- Shall provide online Demo on the request basis those who want to procure;
- Shall supply and install SOUL software based on the request;
- Shall provide SOUL Premium Membership for first year;
- Shall provide one week SOUL Training for two persons with accommodation and local hospitality at INFLIBNET Centre. TA/DA have to be borne by host's University;
- Shall provide software updates if any, will be provided for valid premium members as well as warranty period;
- Shall provide one onsite visit during first year for new users who have purchased full edition (if required);
- Shall provide data transfer from excel to SOUL up to 10000 records only one time for new users. Data should be in standard formats as suggested by the Centre;
- Shall provide members data transfer from excel to SOUL software for new users and data should be standard format as suggested by the Centre;
- Shall provide online troubleshooting during the warranty as well premium membership period

UNIVERSITY

- Host University / Institute should pay software charges based on the required edition and payment should be made through Demand Draft drawn on any Nationalized Bank, in favour of "INFLIBNET Centre" payable at Gandhinagar or online mode without any deduction of Bank Charges;
- In case of online payment, it is mandatory to intimate the UTR No. through email, for confirmation of the payment and to supply the software;
- Host University / Institute should pay the SOUL Premium Membership annually after one year warranty, if required;
- Expenses of TA on actual basis, accommodation and local hospitality of technical

person from Centre, should be borne by the host's University / Institute during his/her onsite visit if required during the premium membership.

- The university would nominate two persons for one week SOUL training at INFLIBNET Centre, Gandhinagar and should submit a brief report on this training to the State Nodal Officer.

iii. INFED (e-SS)

INDIAN Access Management Federation (INFED) under e-Shodh Sindhu (eSS), the first Federation in India, has adopted Shibboleth, a standard-based open source software, for authenticating authorized users from colleges and universities and provide them seamless access to **e-resources from anywhere, anytime**. The INFLIBNET Centre, as one of its core mandates, provides access to scholarly e-resource to universities and colleges in India under the e-Shodh Sindhu.

INFED / e-SS: Roles and Responsibilities

INFLIBNET CENTRE

- Shall provide e-Resources to eligible universities as per e-SS model guided / funded by Ministry of Education, Govt. of India;
- Shall provide negotiated rates of e-Resources (attached) through online portal of e-SS;
- Shall provide access to InfiStats portal for Managing COUNTER Usage statistics of university subscribed e-Resources;
- Shall provide free Technical support for installation of Shibboleth Identity Provider
- Shall supports IdP and Open LDAP Administration and training
- Shall help to integrate with existing authentication system
- Conduct the special training of Single Sign On (SSO) and its benefit to the Nodal Officer and his/her supporting team

UNIVERSITY

- Shall provide the server space for hosting of the Identity Provider
- Coordinate with INFLIBNET Centre for setting up of Identity System;
- Create awareness about the INFED to the faculty members and Researchers
- Generate report from the admin dashboard based on usage statistics;

iv. Shodhganga

Shodhganga is a digital repository in 2010, set up for submission of electronic theses and dissertations by students/research scholars in universities in India, and makes them available in open access to the worldwide academic community in response to the UGC Notification (Minimum Standards; Procedure for Award of M.Phil./PhD Degree, Regulation, 2009/2016) where-in the responsibility of maintaining the digital repository of Electronic Theses is assigned to the INFLIBNET Centre. The objective of the Shodhganga project is to provide seamless and free access to research outputs produced by Indian Universities. The Shodhganga interface provides information to the researchers, research supervisors and university authorities concerning ETDs including

their responsibilities, access policies, submission process, metadata structure, a guideline for submission, tutorial, manual, etc.

Shodhganga: Roles and Responsibilities

INFLIBNET CENTRE

- Provide access to ETD hosting server(s) at the INFLIBNET Centre 'Shodhganga'/Shodhgangotri' to the University with accompanied software interface enabling University / its student to create metadata and upload their theses and dissertations in ETD repositories designed for this purpose. The INFLIBNET will take the responsibility of keeping the data intact and usable, keep back-up of the data so as to avoid its loss. The INFLIBNET will deploy
- tools and techniques of digital preservation to ensure continuing access to scholarly content in digital formats and to protect them from media failure, physical loss and obsolescence.
- Recommend to the UGC to extend financial assistance to the Universities under Sections 12(B) and 2(f) of UGC Act for digitization of theses and dissertations not available in computerized machine-readable format and / or for procurement and installation of a suitable computer system / infrastructure for creation of ETDs.
- Provide configuration of system, specifications and technical guidance to the University for procurement of computer hardware and related systems for setting-up of ETDs.
- Provide guidelines, technical standards and specifications for digitization of Ph.D. theses submitted to the university in past and for theses not available in computerized machine-readable format.
- Impart training to at least one person from the university (from library field and / or from computer field) in creation, updation and computerized operation of digital repositories of ETDs especially on 'Shodhganga'.
- Extend access to an anti-plagiarism software or provide services to evaluate theses for possible plagiarism and submit a report to the concerned university.
- The INFLIBNET may refuse to host any material deemed by the INFLIBNET to be controversial in nature or is in violation of copyright act.
- This right of refusal will not relieve the University / Ph.D. scholar of liability, both to INFLIBNET and to the public, for matter contained in the theses that may be libellous or actionable and to both INFLIBNET and copyright owners for copyright infringement by the Ph.D. Scholar.
- The INFLIBNET Centre will not be responsible for i) errors, omissions, inaccuracies and quality of content or misinformation or for any damages caused to the user or any third party from the use of content provided in the theses; ii) safety and archiving of loaded content in cases of "force majeure" including natural calamities; and iii) printed version of theses.
- INFLIBNET Centre will recommend or provide access to plagiarism software which university may use to detect plagiarism before awarding the degree.
- The INFLIBNET Centre replicates the content of theses and dissertations on different server and other auxiliary storage media. However, the INFLIBNET

Centre does not take the responsibility for the archiving or backing-up of loaded content. The universities, therefore, should also keep a back-up of their theses and dissertations.

- INFLIBNET Centre also maintains a repository called “Shodhgangotri” for hosting the approved synopses of research topic submitted to the universities by the students for registering themselves under the doctoral programme. Research students/their supervisors are encouraged to submit approved synopses/research proposals and register their priority on a research proposal through the repository.

UNIVERSITY

- The University would grant non-exclusive worldwide license to the INFLIBNET Centre for hosting and distributing their theses in digital format in 'Shodhganga'/ 'Shodhgangotri' or any other server designated for this purpose.
- The University / its researcher scholars agree to host / upload a computerized machine-readable file in mutually agreed format of all theses on to the 'Shodhganga'/ 'Shodhgangotri' server at the INFLIBNET.
- The University will not hold INFLIBNET Centre responsible for any errors and omissions contained in the original theses.
- The University commits to digitize theses and dissertations and their bibliographic records submitted to the university and provide necessary infrastructure including manpower support for operation of ETDs.
- Commits to utilize the assistance provided by the UGC on recommendation of the INFLIBNET for implementation of ETDs including their digitization.
- Deputes at least one person from the university (from library field or from computer field) for undergoing training on implementation of ETD organized by the INFLIBNET and ensure that the person trained by INFLIBNET on ETD is / are deployed for the same job.
- Arranges to provide training to research scholars or users of its library and staff of the University in creation of electronic version of theses and their deposition in the ETDs.
- Ensures use of standard software and metadata schema suggested / provided by the INFLIBNET for setting-up / development / operation of its ETDs .
- Creates bibliographic records of all theses and dissertations submitted to the university in standard bibliographic formats prescribed by the INFLIBNET Centre from time-to-time and contributes these records for inclusion in the INFLIBNET's Union Catalogue (IndCat).
- Commits to sharing of library ETD resources / databases with the INFLIBNET Centre as well as with other universities.
- The University would agree to host their ETDs in the digital repositories 'Shodhganga or other servers' set-up at the INFLIBNET Centre, and grant non-exclusive licence to the Centre to make electronic version of theses in full-text (theses that are born digital as well as those that are digitized using scanners / digital cameras) accessible through open access ETD.
- The University shall not use electronic version of theses digitized using funds given by the UGC for any commercial purposes. The University shall not rent, sell or license the use of or deliver or release or otherwise part with the possession of the systems/software or the INFLIBNET ETDs databases,

Shodhganga or any part thereof to any other party (individual, institution, organization, etc.)

- The University will also commit their own funds or grants for fulfillment of the project, if the project on implementation of ETDs demands more resources and funds to complete it.
- The University will use the plagiarism software recommended by the INFLIBNET and made accessible to test the thesis submitted by the student for plagiarism before awarding the Degree. If the university is not subscribing to such software, it will use the software from the nearest Regional Centre, if any.
- University would encourage and ensure that Research Scholars/ Research Supervisors deposit host their approved Research Proposals/ approved synopses on the "Shodhgangothri" once Ph.D. is registered.

v. Shodh Shuddhi

The Ministry of Education, Govt. of India has initiated a programme "Shodh Shuddhi" which provides access to Plagiarism Detection Software (PDS) to all universities/Institutions in India since Sept 1, 2019. 1000+ institutions are identified which includes Central Universities, State Universities, Deemed to be University, Private Universities, Centrally funded Technical Institutions(CFTIs), Inter University Centre (IUCs) of UGC. Under this initiative, a Web Based Plagiarism Detection Software (PDS) is being provided to all users of universities/Intuitions in the country.

Shodh Shuddhi: Roles and Responsibilities

INFLIBNET CENTRE

- Provide access to PDS (Plagiarism Detection Software) to this University through „Shodh Shuddhi“ programme, an initiative of MoE(under Central Grant), Govt. of India. Under this program, current/active Faculty Members and Research Scholars of the university will be given access to check their research documents for similarity.
- Conduct User Awareness/Training Programme on access/use of Plagiarism Detection Software/PDS under, Shodh Shuddhi“ Programme for the benefit of the Research community.
- The document quota shall be allocated annually/periodically to the University based on the number of Research Scholars and Faculty Members submitted by the University in the „Shodh Shuddhi“ portal/AISHE survey.
- INFLIBNET Centre does not take responsibility for the archiving or backing-up of loaded content. The University therefore, should also keep a backup of their article, doctoral theses and dissertations.
- INFLIBNET Centre reserves the right to stop the access to Universities, if any misuse or malpractice of the PDS software

UNIVERSITY

- University shall adopt and implement the policy of the University Grants Commission (i.e. Promotion of Academic Integrity and Prevention of

Plagiarism in Higher Educational Institutions) Regulations, 2018 or its subsequent circulars.

- University shall submit the current/active data of Faculty and Research scholars to the Shodh Shuddhi portal every year.
- University shall use the assigned quota to check the documents like Ph.D. and Post-Doctoral research articles/theses of current/active Faculty Members and Research Scholars. Hence, neither Under-Graduate/Post-Graduate (Bachelor/Master) students are considered under this program nor to check any other documents which are not related to research.
- Nominate one Nodal officer for University Coordinator for the implementation of „Shodh Shuddhi“ programme and agree to participate in the training programme conducted by INFLIBNET Centre either offline or online.
- The University will not hold INFLIBNET Centre responsible for any errors and omissions contained in the original research theses/documents checked in PDS by the member Universities/Institutes.

vi. ShodhChakra

Shodh-Chakra is an initiative of Information and Library Network (INFLIBNET) Centre under the guidance of University Grants Commission (UGC) to help the academic community during their research life cycle. Shodh-Chakra provides a unique space to the researcher, guide/supervisor and university to manage the research lifecycle of a research scholar. The portal is integrated with millions of resources (including lakhs of full-text theses) along with the helping tools for the researchers which are required during the research work. It will provide the research trends of the country.

Shodh Chakra: Roles and Responsibilities

INFLIBNET CENTRE

- Shall provide access to Shodh-Chakra platform;
- Shall integrate new features / resources into platform from time to time;
- Shall provide help manual / video tutorials for its stakeholders;
- Shall provide one day orientation / training programme for the University's stakeholders (researchers / guides / other concern officials) on mutual consent;
- Shall ensure the data security;
- Shall customise platform for university on mutual consent.

UNIVERSITY

- Shall register into Shodh-Chakra platform;
- Shall create profile of university including school/department details;
- Shall verify / approve the researchers' / guide details;
- Shall nominate nodal officer for its implementation;
- Shall access the features of the Shodh-Chakra platform;
- Shall encourage and ensure that every Research Scholar / Research Supervisor participate in said platform;

- Shall not hold INFLIBNET Centre responsible for any errors and omissions contained in researchers and supervisors' data;
 - Shall follow UGC respective guidelines (time to time);
 - Shall arrange capacity building programmes for stakeholders, if required.
- vii. INFLIBNET Learning Management Service (ILMS)**
- The Learning Management Service is one of the modes of learning which facilitate learners and teachers to execute the learning environment. The INFLIBNET Centre has been working as a facilitator for setting-up INFLIBNET Learning Management Service (ILMS) with pre-populated e-content developed under e-PG Pathshala and other available open access content with an aim to make all the e-content available to the academic and research community.

ILMS: Roles and Responsibilities

INFLIBNET CENTRE

- Shall implement / setting-up the ILMS using open-source software with functions and features that are expected in a modern day LMS on university server.
- Shall customize the ILMS (look & feel, theme, banner and logo);
- Shall integrate, on request basis, course content developed under e-PG Pathshala (700+ PG courses);
- Shall provide help manual / video tutorials for its stakeholders;
- Shall provide one day training on mutual consent;
- Shall provide hosting facility of ILMS on charge basis, if university is unable to provide the server;

UNIVERSITY

- Shall provide server, pre-requisite configuration, to set-up ILMS
- Shall obtain sub-domain name with "ilms. university name"
- Shall create/enrol users and its management
- Shall create course content as per university requirement
- Shall keep regular back-up and hardware related responsibilities.
- Shall provide the locally developed content, on mutual consent, to INFLIBNET Centre to host on open access platform, developed by the INFLIBNET Centre.
- Shall not claim the ownership of the e-content as it developed under e-PG Pathshala and released under CC-BY-SA license that provides flexibility in accessing the content.
- Shall not hold the INFLIBNET Centre responsible for any ambiguity in the e-content made available in the ILMS.
- Shall request to provide hosting facility (charge basis) of ILMS to INFLIBNET in case of non-availability of server at University.

viii. Indian Research Information Network System (IRINS)

It is web-based Research Information Management (RIM) service developed by the INFLIBNET Centre. The portal facilitates the academic, R&D organisations and

faculty members, scientists to collect, curate and showcase the scholarly communication activities and provide an opportunity to create the scholarly network. It has integrated with academic identities such as ORCID ID, Scopus ID, Research ID, Microsoft Academic ID, and Google Scholar ID to ingest scholarly publications from various sources.

IRINS: Roles and Responsibilities

INFLIBNET

- Collect and curate all the faculty information including personal information, affiliation, educational qualification, honour & awards, academic identities, etc;
- Create a separate instance for all the participating institutes with department and University / Institute profile;
- Hosting IRINS with subdomain and regular update on the application;
- Nodal officer dashboard to manage the faculty profile for each University / Institute with various features and functionalities;
- Conduct user awareness programme to the faculty members and nodal officer to implementation of IRINS;

UNIVERSITY

- Shall provide all the faculty information in the prescribed format
- Coordinate with faculty members and INFLIBNET Centre on data collection and update;
- Responsible for the all the faculty profile information
- Create awareness about the IRINS to the faculty members
- Supports the faculty members to create the profile and update it as and when required
- Generate report from nodal officer dashboard based on publications, citations and social media metrics;
- Responsible for correctness of the faculty information and their scholarly communication activities

4. RELATIONSHIP

This MoU between the INFLIBNET Centre and University on principle of Service Provider (INFLIBNET Centre) basis and nothing in this MoU shall constitute or deemed to constitute a partnership between any of the Parties hereto and none of them shall have any authority to bind the others in any way.

5. TERMINATION

Both parties will have rights to terminate this MoU at any time in case of breach of obligations and terms and conditions of the MoU. The MoU signed hereunder may be terminated by either party upon thirty (30) days prior written notice.



6. **FORCE MAJEURE EVENT**

Any failure or delay of a Party to perform any obligation under this MOU solely by reason of acts of God, government acts / restrictions, riots, wars, strikes, lockouts, fire, flood, power failures, or other causes beyond its control (a "Force Majeure Event") shall not be deemed to be a breach of this MOU provided, however, that the Party so prevented from complying shall continue to take all action within its power to comply as fully as possible with the provisions of this MOU. Performance of this MOU shall resume as soon as practicable after such Force Majeure Event has come to an end or has ceased to exist.

7. **CORRESPONDENCE & NOTICES**

All correspondence including Notices shall be served to the Nodal Officers appointed by the stakeholders provided in this MoU and such delivery shall be deemed to have been served to the Users.

8. **RESOLUTION OF THE DISPUTE OR DISAGREEMENT**

The provisions of this MoU shall be governed by law of India in so far as it relates to the subject matter of the MoU.

In the event of disagreement or dispute in matters pertaining to the MoU shall be addressed through mutual discussion and agreement in the first instance. Instance of such dispute or disagreement shall be communicated to the other party through a written communication to the physical address/email of the other party.

All disputes arising between the parties as to the interpretation, operation, or effect of any clause in this MOU or any other difference arising between the parties, which cannot be mutually resolved, shall be decided as per the provisions contained in THE ARBITRATION AND CONCILIATION ACT, 1996. The place of the arbitration shall be in Patna (India) and shall be carried out in the English language.

In cases of ambiguity by interpretation of provisions of Clauses of MoU or where the MoU is silent, Education Department, Government of Bihar would be the final authority to decide on the issue in consultation with INFLIBNET.

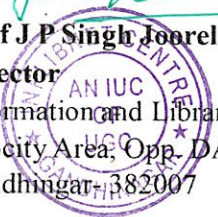
IN WITNESS WHEREOF the Parties hereto have here unto set and subscribed their hands on the day month and year first above written.

For INFLIBNET Centre

For University



Prof J P Singh Joirel
Director
Information and Library Network Centre
Infocity Area, Opp. DAIICT,
Gandhinagar-382007



Vice Chancellor / Registrar

Nalanda Open University,
Patna, Bihar-800001.



Registrar
Nalanda Open University
Patna (Bihar).

For Education Department, Government of Bihar



Asangba Chuba Ao, I.A.S.
Secretary,
Education Department, Government of Bihar
New Secretariat, Patna-800001

ए.एस.ओ. विभाग, पटना

