



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 200

e-Stamp

Certificate No. : IN-KA82586306263929V
Certificate Issued Date : 06-Jun-2023 01:03 PM
Account Reference : SHCIL (FI)/ ka-shcil/ DHARWAD/ KA-DW
Unique Doc. Reference : SUBIN-KAKA-SHCIL44980094096850V
Purchased by : COEMPT EDUTECK PRIVATE LIMITED
Description of Document : Article 12 Bond
Description : M O U
Consideration Price (Rs.) : 0
 (Zero)
First Party : REGISTRAR EVALUATION KARNATAK UNIVERSITY DHARWAD
Second Party : COEMPT EDUTECK PRIVATE LIMITED
Stamp Duty Paid By : COEMPT EDUTECK PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 200
 (Two Hundred only)

Authorised Signatory
For Stock Holding Corporation of India Ltd
Sri Ranga Towers, Ground Floor,
P. B. Road, DHARWAD



Please write or type below this line

MEMORANDUM OF UNDERSTANDING (MOU)

This MOU is entered into on this day of 8th June 2023 by and between:

Karnatak University, Dharwad a reputed State University located at Pavate Nagar, Dharwad, Karnataka - 580003 hereinafter referred to as "KUD" represented by Registrar (Evaluation) which term shall mean and include all its successors-in-interest, administrators, executors and permitted assigns.

And

M/s. COEMPT Edu Teck Pvt. Ltd., a company incorporated under the Indian Companies Act, 1956, having its registered office at F-28, 8-3-224/4/9/C, Madhura Nagar, Hyderabad-500038,

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India Ltd.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Telangana hereinafter referred as 'COEMPT' which is represented by Mr. VSN Raju, Director & Chief Executive Officer, which term includes its legal representatives, administrators, heirs, and assigns.

THIS MoU WITNESSETH AS FOLLOWS:

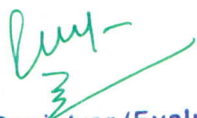
- a) WHEREAS, KUD is one of the best and sought-after University across India for higher education and provides different programs in UG & PG ranging from Diploma, Arts, Science & Technology, Social Science, Commerce Law, Education, Management, etc.,
- b) WHEREAS, COEMPT, is in the business of...
- Providing customized technology solutions in teaching, learning, assessment, examination and ICT in the education space
 - Designing, developing, calibrating and conducting assessments (both customized and industry endorsed assessments)
 - Providing end-to-end examination solutions including data migration, pre-exam, secured question paper delivery, answer-book scanning solutions, onscreen evaluation and post-exam solutions for educational institutions
 - Providing e-content (LAN/Online) related to English language, corporate skills, written test preparation, pre-placement, corporate readiness and engineering courses to educational institutions.

COEMPT is also into consulting services as part of its promotion and positioning strategy of various products and services to students, teachers, private educational institutions and government educational institutions. COEMPT also works through its partner network to supply its solutions/services to end-clients and also work in partnership with other allied solution providers to fulfil its client requirement ('s').

Both COEMPT and KUD are jointly referred as 'Parties'.

And KUD had invited proposals from prospective organizations through e-procurement system, Government of Karnataka, vide the tender dated 20-Mar-2023 and an addendum on 05-Apr-2023. KUD after following all processes it has short listed COEMPT, who was the L1.

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NOW THIS MOU FURTHER WITNESSES AS FOLLOWS:

1. COEMPT has been awarded a contract by KUD to provide the following services...

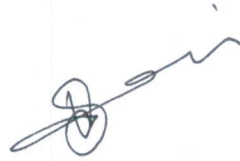
- Scanning Answer-Books without Cutting/De-threading the Answer-Book Spine,
- Onscreen Marking
- Handing over of marks data for result processing
- To assist KUD in result processing. Whenever and wherever required.

Refer to tender document enclosed as Annexure - I for details

2. COEMPT will customize its solutions as per KUD requirements, so that KUD is empowered to digitally evaluate answer-books.
3. COEMPT will provide all required services and support to KUD in its best interest. Any incidental costs for scope of work that might arise beyond that which is agreed with KUD through this agreement will be discussed and mutually agreed upon through an email by Parties which will thereafter form a part of this agreement.
4. Parties have agreed to keep highly confidential all information written, oral, digital or otherwise received by Parties during the course of this agreement. Parties further agree to keep all aforesaid information confidential for a period of not less than 6 months after the date of natural/untimely termination of this agreement.
5. Parties pledge that they will not misuse the information received by them or made aware during the course of delivery of this assignment. They will also not misuse the information received during the active course of this agreement without legitimate authorization.
6. Parties also agree to work with each other with absolute integrity and ethics; and they will not consciously/deliberately cause any harm to the reputation or business interest of their respective organizations.
7. Parties also agree to safely discard all materials that might be in their respective possessions in physical, written, or digital forms.
8. Parties agree that post termination of this MOU, COEMPT will hand over all data pertaining the students to KUD.

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9. Price and Other Understanding between Parties

Item Description	Price
<p><u>Centralized Scanning and Onscreen Evaluation either Centralized or Decentralized or Mix of Both</u></p> <p>Answer-Book Scanning without Cutting (or) De-threading the Answer-Book Spine and Onscreen Evaluation Module</p> <p>We will setup required number of scanners, relevant scanning software and manpower at central location or at the university premises</p> <p>Powered by COEMPT's Onmark Solution</p>	<p>Rs.90.00 (Rupees ninety only) Per Answer Book (Max. of 36 pages without any additional pages)</p>

Other Terms


- Presently, the above services are exempt from GST.
- Taxes, if applicable at the time of raising invoice as per prevailing tax rules of the Govt. of India will be applicable and borne by the vendor i.e. COEMPT.
- KUD will make the payment in two stages to COEMPT i.e.,
 - Stage-1: 70% on the invoice value on completion of Digital Evaluation.
 - Stage-2: 30% on the invoice value on announcing results and submission of completion report for the semester/annual exam.

10. COEMPT holds the Intellectual Property Right (IPR) or have legal authorization from OEM's for all the products being supplied to KUD and the same is the absolute property of COEMPT and/or its partners.

11. Responsibilities of COEMPT

- a) Scanning will happen at the centralized location at university campus.
- b) Onscreen Evaluation will happen at the centralized location at university campus or decentralized or mix of the both.
- c) Set up of scanner(s)
- d) Connecting the scanners to the systems
- e) Organize required manpower
- f) Receive the answer-books without student details
- g) Return the answer-books to the university after scanning
- h) Maintain answer-book receipt or issue register

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- i) Responsible for delivering the software to KUD to enable scanning and onscreen evaluation
- j) Scan the answer-book without cutting the spine with printed barcode as reference / identity
- k) Quality check of scanned answer-books
- l) Answer-books are stored in local scanning server
- m) Upload the answer-books to evaluation server (cloud server) for onscreen evaluation.
- n) Provide productivity reports to university
- o) Register evaluators and provide user id and passwords
- p) Provide necessary manpower for the scanning work and to train the nominated KUD personnel
- q) Provide subject wise, barcode wise marks awarded by evaluators in excel / csv file
- r) Provide PDF of all the answer-books with Question wise and total marks
- s) Provide a help desk (phone / email) at university campus to support evaluators

12. Responsibilities of KUD

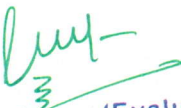
- a) Provide Uninterrupted Power Supply, Internet (10 Mbps) and other facilities which are already available with KUD for scanning center
- b) Issue answer-books subject-wise for scanning
- c) Receive the answer-books after scanning
- d) Maintain answer-book receipt or issue register
- e) Provide evaluator details to register for evaluation
- f) Provide copy of question paper of all subjects after the exam
- g) Provide computer systems / Lab and Internet for online evaluation (1 Mbps per system)
- h) Provide sample answer / guidance for evaluator reference (if any)

All such addendum, communication and/or PO will form a part of this MOU.

13. Governance Framework

- a) COEMPT and KUD shall review work in good faith regularly during the term of this MOU to determine the future plan of action.
- b) KUD shall thrust its best efforts to use COEMPT's solution.
- c) Parties shall refrain from the activities or practices which might injure or impair the goodwill or reputation of their respective organization and/or its products/services.
- d) Project progress will be reviewed by KUD and COEMPT on regular basis to facilitate smooth execution.
- e) In case COEMPT is not delivering the scope of the project, KUD will intimate the same in writing to COEMPT to rectify the same within 10 working days or as per mutually agreed schedule. Also, KUD reserves the right to levy a penalty, not exceeding 5% of the cost of the exam series, as to be recommended or determined by a committee constituted mutually by KUD and COEMPT.

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14. Validity of the MOU

- a) This MOU is valid for a period of 5 years [Ten (10) semester examinations] starting from the date of signing of this MOU and can be renewed for further period by an agreement on mutually accepted terms and every year services can be extended based on the financial position of the University and subject to satisfaction of the services rendered by COEMPT.
- b) The terms and conditions of this MOU supersede any earlier verbal or written agreement, if any between Parties concluded. Parties agree to change or modify any terms and conditions only by mutual consent and in-writing
- c) Parties agree to fulfill its obligations till the expiry of the MOU.
- d) Upon expiry of this MOU, payments need to be fully settled between Parties such that Parties do not have any claim on any payments or outstanding.

15. Termination

Upon the expiry or termination of this MOU:

- (a) Rights and privileges granted to KUD under the MOU shall cease.
- (b) KUD shall strictly desist from the use of the Intellectual Property rights owned by COEMPT and shall return all the Intellectual Property to COEMPT within 30 days.
- (c) COEMPT shall ensure that a smooth transition of the examination process takes place without hampering the interest of students within 1 month of the expiry of the MOU. The Bank Guarantee or the security deposit shall be released only after 3 months of the expiry of the MOU if the MOU is not extended.

16. Intellectual Property

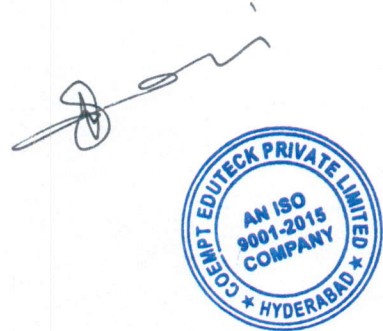
KUD understands that all software, demo CDs, Marketing material etc., are IP (Intellectual property) of COEMPT and/or its legally authorized partner and KUD agrees to ensure that no copy, modification or other infringement is caused by its employees, business associates or customers.

17. Indemnity

Parties shall indemnify, defend and hold harmless each other against any and all proceedings, actions and third party claims for any loss/damage cost and expenses arising out to any breach, negligence by either parties in performing their respective services/duties under this MOU.

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18. Jurisdiction

Parties to the MOU shall settle any dispute arising with regard to any of the Clauses of this MOU through mutual consultations.

The Courts of Karnataka, located at Dharwad, shall have the legal jurisdiction of this MOU.

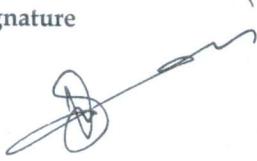
19. Any Other Matter

Any lack of understanding to the spirit and implementation of this MOU shall be resolved by mutual consultation by the representatives of the organizations involved.

In witness whereof, Parties to this MOU have signed this on the day, month and year, first above written.

For Coempt Edu Teck Pvt. Ltd.,

Signature




Name: V S N Raju

Title: Director & Chief Executive Officer

For Karnatak University, Dharwad

Signature



Name: Prof. G. Krishna (Evaluation)

Title: Registrar (Evaluation)
Karnatak University
Dharwad, KUD.

Witness:1

Name: SHASHIDHAR K.G.

Signature: 

Name: SHASHIDHAR K.C.

Address: "ELBIT", # 1, 1/2,
Indian Express Building,
III Floor, Queen's Road,
Bengaluru

Witness: 2

Name: Bharati S. Mane

Signature: 

Name: Bharati S. Mane

Address: Systems Analyst,
Computer Centre,
Karnatak University
Dharwad.