



Karnatak University, Dharwad

**MEMORANDUM OF UNDERSTANDING & ASSOCIATION
BETWEEN**

KARNATAK UNIVERSITY

DHARWAD

AND

CAMPUS TECHNOLOGY

TIMES OF INDIA GROUP

MUMBAI

03rd day of April of the year 2023



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INDIA NON JUDICIAL

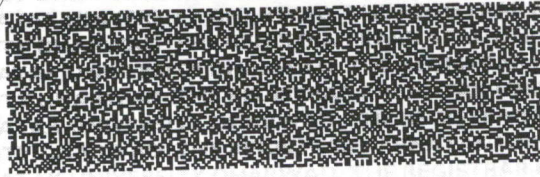
Government of Karnataka

Rs. 100

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Second Party : CAMPUS TECHNOLOGY BANGALURU
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RS. 100

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MEMORANDUM OF UNDERSTANDING & ASSOCIATION BETWEEN CAMPUS TECHNOLOGY, AND KARNATAK UNIVERSITY, DHARWAD

Handwritten signature and date: 03/04/23

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1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
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.



**MEMORANDUM OF UNDERSTANDING & ASSOCIATION BETWEEN
CAMPUS TECHNOLOGY, AND KARNATAK UNIVERSITY, DHARWAD**

This Memorandum of Understanding (MoU) is made on 03rd day of April of the year 2023

BETWEEN

Karnatak University(KU) having its head office at Karnatak University, Pavate Nagar, Dharwad, Karnataka - 580003, India, represented by Registrar, Karnatak University (hereinafter referred to as Karnatak University) which expression shall, unless repugnant to the context or meaning thereof, include its successors, executors and administrators in office, legal representatives and permitted assigns on the **FIRST PART**.

And

Campus Technology, a unit of Kahan Technologies Pvt. Ltd. is a portfolio company of Times Internet, Times of India group. TQA (Total Quality Assessment) represented by its Director, Mr. Suman Nandy, which expression shall, where the context so admits, be deemed to include its successors, executors, and administrators of the **SECOND PART**

Whereas Karnataka University was established in 1949 having 54 PG departments, 5 Constituent colleges and about 276 affiliated colleges, offering UG, PG and Ph.D. programmes along with diploma and certificate programs. About 1,10,000 students are studying in the year and 30,000 students are graduating

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every year. The University is part of the UGC- INFONET which affords access to more than 5000 electronic journals for advanced study and research. It is NAAC accredited with 'A' grade.

Whereas Campus Technology, is a unit of Kahan technologies Pvt. Ltd, a portfolio company of Times Internet, Times of India group. TQA (Total Quality Assessment) is a specially designed program by Campus Technology to assist Govt. Universities for Quality Management, Quality Improvement, and Quality Monitoring, using a structured manner with AI-enabled software +Extended Advisory team+ Additional empowerment activities for students and faculties.

Karnatak University (KU) and Campus Technology will hence forth be referred to collectively as the Parties.

THE MoU WITNESSED AND THE PARTIES HERETO AGREE AS FOLLOWS:

The facilities available with the Campus Technology will be provided at no cost to KU other than man power support.

- NOW THEREFORE the KU and the Campus Technology have intended, agreed, and consented to the following terms and deeds in pursuance of a common intent to support quality improvement initiatives of KU to institutionalize Quality Management as a process as per various accreditation and ranking guidelines. As part of this agreement, Campus Technology would also provide specific ICT modules designed by Campus Technology for automation at no cost of service. The major features of support from Campus Technology are:
- **Artificial Intelligence(AI)enabled Accreditation Management Software**
Campus Technology would provide KU with Campus. Canvas - an intelligent Accreditation and ICT software. Campus, Canvas helps with data collection from all stake holders using on line software and mobile app, managing accreditation data, validation of data and documents through AI, linking to the website, creating status monitoring reports etc.,

The data and document would be validated by AI modules for instant feedback. Reports and templates for all accreditation and ranking may be generated from the software with one click export.

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- **Advisory team**

Campus Technology essentially a consulting team that would work as extended IQAC team. Comprising of senior resources to resources with specialized skills, the team would help KU with data collection, data management as well as documentation, and data improvement and process implementation. The team may work on site or off site or as a hybrid mode.

Campus Technology would engage an Advisory team who would be working closely with the University Accreditation team and top management, stakeholders, criteria owners and process owners to assist with documentation for every metric, and implementation of quality improvement processes as required in a phased manner.

- **Affiliation management software**

Campus Technology would provide the university with affiliation management software which will enable the affiliated colleges to upload data and documents to an integrated portal and the university will be able to view all data and documents uploaded through the portal. The portal supports role-based access with a provision to provide username and password to all faculties and students.

- Student and Faculty Empowerment activities under TQA

Campus Technology also conduct various faculty and student empowerment activities such as conducting courses, FDP, internship etc., for faculty and student empowerment.

- ICT Modules

Campus Technology provide ICT Modules for feedback, LMS, Blended learning, Exam Management, Leave management etc.,

- Confidentiality

Campus Technology would maintain confidentiality of all data shared with them directly or indirectly through software.

For KU, the software and TQA activities are provided at no cost to KU other than manpower.

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Payment Terms

For providing manpower support Campus Technology will charge as given below:

Item	Price Per month
Accreditation Consulting / Technical support/ Affiliation related support hybrid mode if required	Rs. 50,000/-
Remote team	Complimentary
AI enabled accreditation and affiliation management software	Complimentary
TQA Activities	Complimentary
GST of 18% applicable	

100% quarterly advance. GST & applicable Tax extra.

The details for the efficacious implementation of this Memorandum of Understanding shall be jointly worked out on mutually acceptable terms within the parameters of the policies, rules and regulations of both the institutions.

This Memorandum of Understanding shall remain in force for a period of 1 year from the date of its signature and seal, and may be terminated by either side by giving a three months' Notice to that effect in writing. However, notwithstanding the Notice of the intent to terminate the Memorandum, all rights, obligations and corresponding duties flowing and subsisting there in shall be respected and mandated till the finalization and accomplishment thereof.

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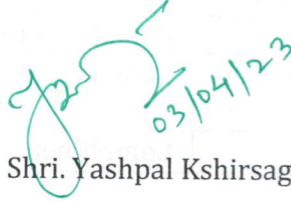
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IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding on 3rd day of April, two thousand and twenty three(2023).

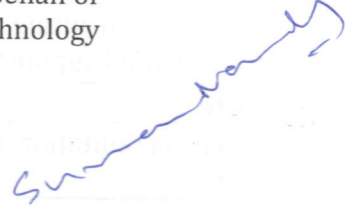
For and on behalf of
Karnatak University:

For and on behalf of
Campus Technology

Signature:



Signature:



Name: Shri. Yashpal Kshirsagar IFS

Name: Mr. Suman Nandy

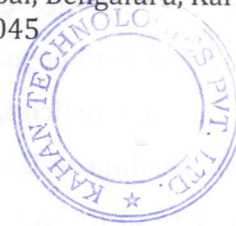
Title: The Registrar, Karnatak
University, Dharwad,
Karnataka

Title: The Director,
Campus Technology, Level 10,
RMZ Latitude Commercial,
Hebbal, Bengaluru, Karnataka-
560045

Seal:



Seal:




Signed in the presence of:

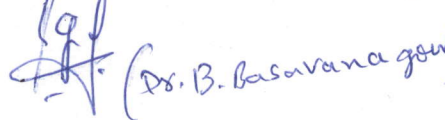
Signed in the presence of:

Witnesses(Name & Address)

Witnesses(Name & Address)

1: 
(Dr. C. Krishnamurthy)

1: 

2: 
(Dr. B. Basavanna Gowd)

2: 
(Dr. Reddamurthy AB)

Annexure (a) (Non-Disclosure Agreement)

This Non-Disclosure Agreement ("Agreement") is made on 3rd, day of April, two thousand and twenty three (2023). Karnatak University (Dharwad, Karnataka) and CAMPUS TECHNOLOGY, a unit of KAHAN TECHNOLOGIES PRIVATE LIMITED, Portfolio.

Company of Times Internet, accompany incorporated under the Companies Act, 1956, (herein after referred to as "Company/ Receiving Party", which expression shall, unless repugnant to the context or meaning there of, mean and include its subsidiaries, successors and permitted assigns) of the **Second Part**.

Karnatak University and Company shall, wherever the context so requires, be herein after referred individually as the "Party" and collectively as the "Parties".

WHEREAS:

- (A) The Parties intend to enter into discussions with each other for evaluating strategic partnership opportunities in relation to acquisition of the Data software and related Services (hereinafter referred to as the "Purpose");
- (B) In order to proceed with the Purpose, the Disclosing Party has agreed to provide certain Confidential Information (hereinafter defined) concerning the Purpose and the Receiving Party has agreed to accept such Confidential Information on a strictly confidential basis and on the terms and conditions set out below.

IN CONSIDERATION of the Receiving Party having access to the Disclosing Party's Confidential Information and for other good and valuable considerations (the receipt and sufficiency of which is hereby acknowledged), each Party agrees to the following terms and conditions:

1. The term "Confidential Information" for the purpose of this Agreement shall mean any and all information relating to the Disclosing Party, developed, disclosed by the Disclosing Party (whether before or after the date of this Agreement and whether in written, oral, graphic, electronic or other tangible or intangible form) to the Receiving Party, or

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obtained by the Receiving Party for the Purpose, including but not limited to, the terms and conditions of this Agreement, any and all financial, technical, non-technical information, data, business operations information, market and distribution related information, business and strategy plans, agreements with third parties, selection process, ideas and creative works belonging to the Disclosing Party (regardless of whether such information is protected under copyright, patent or trademark and/ or trade secret laws) , including but not limited to, all tangible information, documents, data, papers, statements, techniques, any business information, business forecasts, research, work in progress, program formats, software, website information and methods, projects, sales and marketing plans, future development plans, and information relating to or arising out of the Purpose, including but not limited to, all aspects pertaining to and relating to the business practices of the Disclosing Party in connection with the above-mentioned Purpose or otherwise, and includes proprietary information.

2. Notwithstanding any other provision of this Agreement, the Parties acknowledge that Confidential Information shall not include any information that:
 - (a) Is or becomes publicly available without breach of this Agreement;
 - (b) becomes lawfully available to either Party from a third party free from any confidentiality restriction;
 - (c) is required to be disclosed under any relevant law, regulation or order of court, or under any directives or order by governmental, supervisory or regulatory body or rules of any stock exchange having jurisdiction over the Group (as defined below) provided that the Receiving Party shall give the Disclosing Party reasonable written notice prior to such disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy; in the event that no such protective order or other remedy is obtained, or the Disclosing Party waives compliance with the terms of this Agreement, the Receiving Party shall furnish only that portion of Confidential Information which is legally required and shall exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such Confidential Information to the extent possible;
 - (d) Was previously in the possession of the Receiving Party and which was not acquired directly or indirectly from the Disclosing Party as evidenced by written records; or
 - (e) Is independently developed by the Receiving Party without breach of this Agreement.

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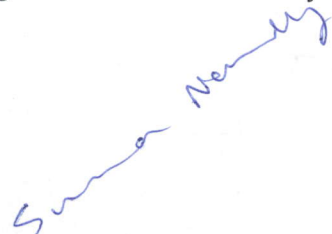
3. The Receiving Party shall use the Confidential Information only for the Purpose and not disclose any of the Confidential Information to any third party without the Disclosing Party's prior written consent. The term "Group" in relation to or in context of the Receiving Party shall mean and include the Receiving Party together with each of its employees, representatives, subsidiaries, affiliates, advisors and branch offices in any jurisdiction. The disclosure to the Group shall be strictly on a need- to-know basis and only to the extent necessary for each of them to perform its duties in relation to the Purpose, provided that the Receiving Party shall be responsible for any breach of the Group.
4. The Receiving Party shall hold and keep in strictest confidence any and all Confidential Information and shall treat the Confidential Information with at least the same degree of care and protection as it would treat its own Confidential Information but in no case less than a reasonable degree of care. The Receiving Party shall promptly provide the Disclosing Party with notice of any actual or threatened breach of the terms of this Agreement.
5. The Receiving Party shall only make such copies of any Confidential Information or any documents containing Confidential Information as required for carrying out the Purpose.
6. The Receiving Party shall immediately upon request by the Disclosing Party deliver to the Disclosing Party all Confidential Information disclosed to the Receiving Party, including all copies (if any) made hereunder within 7 days of receipt of the request unless the Receiving Party is required to retain a copy of such Confidential Information subject to any applicable laws or internal compliance policies.
7. The Disclosing Party warrants that it has the legal right and KU authority to make the disclosure of the Confidential Information under this Agreement and to permit the use of the Confidential Information by the Receiving Party strictly in terms of this Agreement.
8. The Disclosing Party retains all right, title, and interest in the Confidential Information. The Receiving Party acknowledges that damages may not be sufficient remedy for the Disclosing Party for any breach of any of the Receiving Party's under takings here in provided and the Receiving Party further acknowledges that the Disclosing Party may be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of those undertakings by the Receiving Party, in addition to any other remedies available to the Disclosing Party in law or inequity.

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9. The Receiving Party does not acquire any rights on Confidential Information under this Agreement or through any disclosure here under, except the limited right to use such Confidential Information in accordance with the Purpose under this Agreement.
10. All intellectual property rights (IPRs) of the Disclosing Party shall continue to be vested with the Disclosing Party and nothing contained herein is intended to assign or license any such rights of Disclosing Party to the Receiving Party.
11. Receiving Party shall not modify or erase the logos, trademarks etc., of Disclosing Party or any third- party present on the Confidential Information. Neither Party shall use or display the logos, trademarks etc., of the other Party in any advertisement, press etc., without the prior written consent of the other Party.
12. Neither Party shall be liable to the other hereunder for amounts representing loss of profits, loss of business or indirect, consequential or punitive damages of the other Party in connection with the provision or use of Confidential Information hereunder. The Disclosing Party makes no warranties of any kind, whether expressed or implied, as to the accuracy or completeness of the Confidential Information.
13. No failure or delay by either Party in exercising or enforcing any right, remedy or power here under shall operate as a waiver there of, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power.
14. This Agreement shall be governed by the laws of India. All rights and obligations under this Agreement shall be subject to the exclusive jurisdiction of the competent courts in Mumbai, India.
15. This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof and constitutes the entire agreement between the Parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly KU authorized representative of each Party.
16. In the event any provision of this Agreement is held to be unenforceable by a court or other tribunal of competent jurisdiction, the remaining portions hereof shall remaining full force and effect.
17. Nothing in this Agreement shall stop the Parties from engaging in discussions with any

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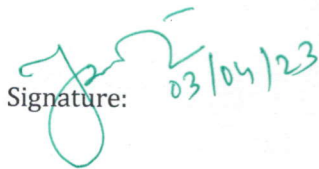
third party (ies) regarding the Purpose, or any other possibility of a proposed business relationship, provided that the terms of this Agreement are strictly complied with during such discussions.

18. Nothing contained in this Agreement shall be construed to constitute either party hereto as the partner, employee, agent or other representative of the other party hereto. Nothing in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of any other party without the prior written consent of that other party.
19. This Agreement shall commence on the Effective Date and shall remain in full force and effect up to 06 six months from the Effective Date. The confidentiality obligations mentioned herein shall be observed by the Receiving Party in perpetuity and till the time the Disclosing Party informs the Receiving Party otherwise.
20. The Receiving Party shall not assign, or otherwise transfer its rights, or delegate its duties or obligations under this Agreement without prior written consent of the Disclosing Party. Any attempt to do so shall be void. This Agreement shall be valid and binding on the successors-in-title of the Parties.

IN WITNESS WHEREOF this Agreement has been executed by each on 03rd day of April of the year 2023

On behalf of University

Signature:



Name: Shri. Yashpal Kshirsagar IFS

Title: Registrar

On behalf of Company

Signature:



Name: Mr. Suman Nandy

Title: Director