

AGREEMENT

This Agreement ("Agreement") made this 01st July 2015 ("Effective Date")

BETWEEN

Sri Siddhartha Academy of Higher Education (Sri Siddhartha University), having its offices at Agalakote, B.H. Road, Tumkur – 572 107, hereinafter referred to as "SAHE" which expression shall, unless repugnant to the context and meaning hereof include and mean its successors, administrators and permitted assigns),

AND

eFlow Gurukul Solutions Pvt. Ltd ("GURUKUL"), a company incorporated under laws of India, having its principal place of business at #114/3, 4TH Floor, Sri Sai Minerva Marvel, Lalbagh Fort Road, Minerva Circle, BANGALORE – 560 004.

SAHE and GURUKUL shall be collectively referred to as "Parties" and singly as "Party".

WHEREAS

- A) SAHE is engaged inter-alia, in the business of providing educational services to students through the university run in the name of Sri Siddhartha University, having its offices at Agalakote, B.H. Road, Tumkur – 572 107.

Sri Siddhartha University Constituent Colleges which use the GURUKUL services are as follows.

- 1) Sri Siddhartha Medical College, Tumkur
- 2) Sri Siddhartha Dental College, Tumkur
- 3) Sri Siddhartha Institute of Technology, Tumkur

- B) GURUKUL is inter-alia, engaged in the business of providing software development, software solutions and consultancy, IT enabled services, e-business solutions, IT infrastructure, & other IT related services.
- C) SAHE is now desirous of procuring professional services from GURUKUL for providing IT enabled services to its staff, students and other stake holders;
- D) GURUKUL has agreed to provide services and resources to the SAHE on the terms and conditions appearing hereinafter.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. SERVICES

- a) **Scope of Work.** Subject to the following terms and conditions, GURUKUL shall provide professional IT services ("Services") in accordance with written task orders agreed to between the Parties (the "Task Order"). Each such Task Order shall contain the information provided for in the annexed schedule I and shall be executed on behalf of each of the Parties, whereupon it shall be deemed incorporated herein by reference as fully as though set forth herein.


PRINCIPAL
 Sri Siddhartha Institute of Technology
 Maraluru, Tumakuru - 5.



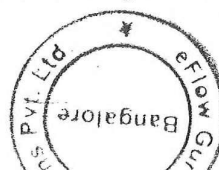
- b) The terms of this Agreement shall apply and override any contrary provisions in the Task Order and shall be in substitution for any other arrangements either oral or written made between SAHE and GURUKUL in respect of the Services to be provided under this Agreement and or any Task Order and shall also prevail over any terms or conditions referred to in any quotation, order, order acceptance or acknowledgment, advice note, delivery note or in correspondence or elsewhere and any conditions or stipulations to the contrary are hereby excluded and extinguished.
- c) GURUKUL shall perform the Services at *GURUKUL's own facilities or at SAHE's offices*, with suitable work space, computers, equipment, all technical or other information or any other reasonable facilities required by GURUKUL to perform the Services described in a Task Order. SAHE shall ensure that GURUKUL services shall not be deployed for Services other than work under the Task Order or for services inappropriate to their qualification or experience.
- d) **Staff Replacement.** If a staff member resigns or is unable to complete a Task Order for any reason, or if SAHE request replacement of a staff member on grounds of safety or security, GURUKUL will as soon as reasonably possible replace such worker with a worker of substantially equivalent qualifications under the same terms and conditions as are set forth in the Task Order.

2. PAYMENT

- a) **Consideration.** Subject to sub-clause 2(a) below, all Services performed by GURUKUL shall be rendered at such rates/charges, as may be detailed in the Task Order. SAHE shall pay GURUKUL the sum specified in the relevant Task Order. GURUKUL shall raise invoice at agreed intervals. GURUKUL shall have the right to charge an interest of the lower of 18% per annum or the highest provided by law for any delays in payments of the invoice amounts within the stipulated period. This shall be without prejudice to other remedies available to GURUKUL, which may include suspension of services or termination of the Agreement or the Task Order.
- b) **Invoices.** Invoices shall be rendered to SAHE at agreed intervals. Each invoice shall reference this Agreement and Task Order identification numbers. Payment shall be made within 30 (thirty) days from the date of each invoice.
- c) **Applicable Taxes, duties, levies.** All central/federal, state or sales, excise, service or other similar taxes, duties, levies applicable now or in future shall be borne by SAHE.

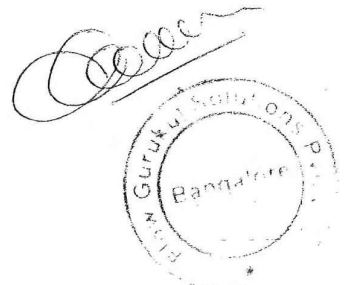
3. PROPRIETARY RIGHTS

- a) **Title to Property.** Any programs, data or other materials used by GURUKUL in connection with the Services performed under this Agreement shall remain the sole property of GURUKUL. Rights in all such programs, data or other materials shall belong to and vest in GURUKUL.



4. Confidentiality:

- (a) Each of GURUKUL and SAHE understands and agrees that all materials and information provided by each to the other or developed therefrom including, without limitation, the reports which GURUKUL prepares for SAHE, GURUKUL's pricing methodologies and GURUKUL's pricing and rates, are valuable assets of the disclosing party and are to be considered such party's proprietary information and property. Each party will treat all materials and information provided or disclosed by the other or developed therefrom with the same degree of care as each such party applies to its own Confidential and Proprietary Information, but in all cases with at least a reasonable degree of care.
- (b) Except as set forth in this Agreement, neither party will use, disclose, make or have made any copies of any materials or information provided by the other or developed therefrom in whole or in part, without the disclosing party's prior written approval. Neither party will use, sell, sub-lease, assign, give or otherwise transfer to any third party, any information or material provided to it by the other, except that each may provide said information to any of its officers, employees and permitted subcontractors who have a need to know such information for purposes contemplated by this Agreement.
- (c) "Confidential Information" means all information marked as "Confidential" prior to disclosure or, if disclosed orally, specifically identified as confidential information and submitted in writing within 20 days of such disclosure. **"Confidential Information" also includes the database of SAHE which shall be hosted on any hosted services provided by GURUKUL.** "Confidential Information" does not include information which is (1) already known by the recipient party without an obligation of confidentiality, (2) publicly known or becomes publicly known through no unauthorized act of the recipient party, (3) rightfully received from a third party (other than an affiliate of the party owning the Confidential Information) without an obligation of confidentiality, (4) disclosed without similar restrictions by the owner of the Confidential Information to a third party (other than an affiliate of the party owning the Confidential Information), (5) approved by the party owning the Confidential Information, in writing, for disclosure, or (6) required to be disclosed pursuant to a governmental agency or law so long as the recipient party of such requirement provides the owner of the Confidential Information other party with timely prior written notice of such requirement.
- (d) In the event that either party is required by judicial or administrative process to disclose any or all of the materials or information to be held in confidence hereunder, such party shall promptly notify the disclosing party and allow the disclosing party a reasonable time, subject to the requirements of a court order or requirements of a government agency or similar requirement to disclose such materials or information, to oppose such process before making disclosure.



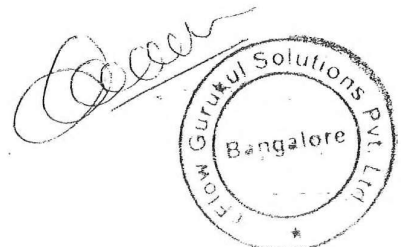
- (e) Each party understands and agrees that any use or dissemination of any information or materials in violation of this Agreement will cause the disclosing party irreparable harm, will leave such disclosing party with no adequate remedy at law and will entitle such disclosing party to injunctive relief in addition to all other remedies available under law. A party that violates its obligations hereunder shall reimburse the disclosing party for reasonable costs and expenses incurred in enforcing this Clause 4.
- (f) The confidentiality obligations of the parties hereunder extend for a 1 (one) month period following termination of this Agreement and are in addition to, and not in lieu of, the confidentiality obligation imposed on the parties by any other agreement between SAHE and GURUKUL.

5. REPRESENTATION AND WARRANTIES

- a) **Corporate Authority:** Each Party confirms that, it has the right to enter this Agreement, is a corporation duly organized, validly existing, has the power and authority, corporate and otherwise, to execute and deliver this Agreement and to perform its obligations hereunder, and has by all necessary corporate action duly and validly authorized the execution and delivery of this Agreement and the performance of its obligations hereunder.
- b) **No Conflicts:** The execution, delivery and performance of this Agreement, by either Party and of each other agreement, document, or instrument now or hereafter executed and delivered by the Parties pursuant thereto or in connection herewith will not: (i) conflict with or violate the articles and Memorandum of association of either Party or any provision of any law, rule, regulation, authorization or judgment of any governmental authority having applicability to such Party or its actions; or (ii) conflict with or result in any breach of, or constitute a default under, any note, security agreement, commitment, contract or other agreement, instrument or undertaking to which such Party is a party or by which any of its property is bound.
- c) **Standard of Performance.** GURUKUL further warrants that its personnel have the requisite skills necessary to perform the Services under the relevant Task Order.
- d) **EXCEPT AS SET FORTH ABOVE, GURUKUL DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WHATSOEVER AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED.**

6. TERM AND TERMINATION

- a) **Term and Commencement Date.** This Agreement becomes effective from the Effective Date and shall be valid for a period of 5 (Five) Years.



b) Termination by Either Party for Cause.

Either Party may suspend performance and/or terminate this Agreement immediately upon written notice at any time if:

- (i) other Party materially breaches any provision of this Agreement and the breach is not cured within 21(Twenty one) days after receiving written notice from non-breaching Party; Default in making payments to GURUKUL within the stipulated time shall be a material breach of this Agreement and GURUKUL shall, without prejudice to any of its other rights, have the right to terminate this Agreement with a 1(one) month notice for such breach.
 - (ii) If other Party files or has filed against it a petition under any applicable law relating to insolvency or bankruptcy, or a receiver is appointed for any part of other Party's business or its assets are assigned for the benefit of creditors.
- c) In the event that this Agreement is terminated for any reasons, each Party shall forthwith hand over to the other Party all documents, material and any other property belonging to such other Party that may be in its possession or any of its employees, agents or individuals under this Agreement.
 - d) Upon any termination of this Agreement, SAHE shall be liable to GURUKUL for payment of the cost of termination including the fees for the Services rendered till the date of termination under any existing Task Order.
 - e) Upon termination of this Agreement by SAHE, GURUKUL shall allow the software(s) used by them for providing the services mentioned in the Task Order, to be used for a further period of 1 (One) month from the date of termination in order that SAHE can migrate their data.
 - f) Termination of this Agreement shall constitute termination of all Task Orders. However, termination of a Task Order does not terminate this Agreement.

7. NON SOLICITATION:

- a) Both Parties agree that, unless otherwise agreed to by and between the Parties in writing, during the term of this Agreement and for a period of three year from the termination or the expiry of this Agreement, either Party shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor, an employee or former employee of the other Party or cause such employee to terminate his/her employment with GURUKUL, unless such Party obtains the written permission of the other Party.

8. INDEPENDENT CONTRACTORS

- a) **Independent Contractors.** In the performance of this Agreement, GURUKUL, together with its staff, is acting as an independent contractor and not as an employee or agent of SAHE.

9. LIABILITY

- a) **Limitation of Liability.** IN NO EVENT SHALL GURUKUL BE LIABLE TO SAHE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST RECORDS OR DATA, LOST SAVINGS, LOSS OF USE OF FACILITY OR EQUIPMENT, LOSS BY REASON OF FACILITY SHUTDOWN OR NON-OPERATION OR INCREASED EXPENSE OF OPERATIONS, OR OTHER COSTS, CHARGES, PENALTIES, OR LIQUIDATED DAMAGES, REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES OR SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORSEEN.
- b) NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT OR ANY TASK ORDER EXECUTED BETWEEN THE PARTIES, THE AGGREGATE LIABILITY OF GURUKUL REGARDLESS OF THE NATURE OR FORM OF ACTION GIVING RISE TO SUCH LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL UNDER NO CIRCUMSTANCES EXCEED THE FEES RECEIVED BY GURUKUL UNDER THE PARTICULAR ENGAGEMENT GIVING RISE TO THE CLAIM UNDER THIS AGREEMENT OR THE RELEVANT TASK ORDER. FURTHER, GURUKUL SHALL NOT BE LIABLE FOR NON-PERFORMANCE OR DELAY IN PROVISION OF SERVICES CAUSED DUE TO ANY DEFAULT, DELAY, NEGLIGENCE OR FAILURE OF SAHE OR ANY THIRD PARTY ACTING ON ITS BEHALF.

10. WORK POLICY

- (a) GURUKUL agrees to employ its best efforts to meet SAHE's deadlines and standards as applicable and the SAHE may review the skill level of GURUKUL's employee/potential employee in order to enable GURUKUL to meet SAHE's assignment deadlines and standards as applicable.
- (b) GURUKUL shall not, knowingly engage any person with criminal record/conviction or any person and any such person shall be barred from participating directly or indirectly in providing the Services under this Agreement.
- (c) GURUKUL and any individual assigned for the performance of the Services under this Agreement agree to comply with all of SAHE's standard/special physical security procedures in place at the locations where GURUKUL is performing work.
- (d) All communications with SAHE concerning the Services under any Task Order under this Agreement shall only be through SAHE

11. GENERAL PROVISIONS

- a) **Discrimination.** GURUKUL shall not knowingly discriminate against any employees or applicants for employment in connection with the Services because of race, creed, color, natural origin, sex, or age.

- b) **Permission, license, authority:** SAHE shall be responsible for obtaining at its own cost, all permissions, licenses, approval, work permits, visa etc from the required authorities including without limitation the work permits that are required for enabling the personnel of GURUKUL to work legally at the SAHE's premises. GURUKUL shall extend all assistance and co-operation to SAHE as may be necessary to obtain the before mentioned permission, licenses, approvals.
- c) **Entire Agreement/Assignment.** This Agreement: (i) is the complete and exclusive statement of the agreement between the Parties which supersedes all proposal oral or written and all other communications between the Parties relating to the subject of this Agreement; and (ii) may not be assigned, sublicensed, or otherwise transferred by either Party without the prior written consent of the other Party, but its terms and conditions shall extend to and bind any permitted successor or assign.
- d) **Governing Law.** This Agreement shall be governed by the laws of India. The courts in Bangalore shall the exclusive jurisdiction over any matter arising out of this Agreement.
- e) **Dispute Resolution:** Any dispute or differences arising out of or in connection with this Agreement, which is not resolved amicably within 15 days of the dispute or difference coming to the notice of both the Parties, shall be resolved by arbitration of a single arbitrator. The arbitrator shall be appointed mutually by both the Parties. In case of disagreement on the choice of the arbitrator, the Parties shall agree upon the arbitrator appointed by the President of the Indian Council of Arbitration. The award of the arbitrator shall be final and binding on the Parties. The arbitration shall be conducted in accordance with and be governed by the Rules of the Indian Council of Arbitration. The language of arbitration shall be English and the venue of arbitration shall be Bangalore, India.
- f) **Waiver:** The failure by either Party at any time to require performance of the other Party of any provision of this Agreement shall in no way affect the right of such Party thereafter to enforce the same provision, nor shall the waiver by either Party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself.
- g) **Survival of Proprietary Rights.** The proprietary rights and confidentiality obligations of the Parties shall survive the expiration or earlier termination hereof.
- h) **Titles.** The section headings in this Agreement are for convenience reference only and shall be given no substantive of interpretive effect.



- i) **Notices.** All notices and requests in connection with this Agreement shall be deemed given as of the day they are received either by facsimile, messenger, delivery service, or in the mails, postage prepaid, certified or registered, return receipt requested, and addressed as follows:

To SAHE: The Registrar,
Sri Siddhartha Academy of Higher Education,
Agalakote,
Tumkur – 572 107
Tel.: +91- 816 - 2275516

To GURUKUL: Kumaran K.
Director
eFlow Gurukul Solutions Private Limited
#114/3, 4th floor, Sri Sai Minerva Marvel.
Lalbagh Fort Road, Minerva Circle,
BANGALORE – 560 004
Tel.: +91-80-4169 2952

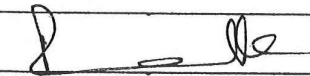
or to such other addresses as a Party may designate pursuant to this notice provision.

- j) **Force Majeure.** Neither Party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming Party.
- k) **Counterparts:** This Agreement may be signed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

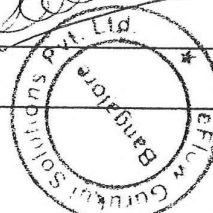
For Sri Siddhartha Academy of Higher Education

For eFlow Gurukul Solutions Pvt. Ltd



VICE-CHANCELLOR
Sri Siddhartha Academy of Higher Education
TUMKUR - 572 107, KARNATAKA







REGISTRAR
Sri Siddhartha Academy of Higher Education
TUMKUR - 572 107, Karnataka.

Handwritten note: Payments due from SSIT to be released. System to be implemented in SSME / SSOC immediately



PRINCIPAL

Sri Siddhartha Institute of Technology
Tumakuru - 5.

Handwritten date and time: 16.5.2016
1 pm

5. Commercial

Commercial for this engagement shall be as follows –

SN	Description	Unit	Cost Per Unit (INR)	Total Cost (INR)	Remarks
1.0	Provision of Student Information System	Per student, per year	230.00		Total cost will be based on the number of students registered on the Service.

Standard Terms & Conditions

TAXES:	Prices are exclusive of all applicable Taxes. Service tax to be paid extra as applicable
PAYMENT:	For srl. No. 1, 50% advance with P.O., 30% on installation & configuration, Balance 20% on GO-LIVE. For srl. No. 2, 100% to be paid in advance.
CONTRACT PERIOD:	Minimum contract period is 5 years.
Cost Schedule	- Rs. 230 per student for First year (Year 2015-16) - Rs. 300 per student for Second year (Year 2016-17) - Rs.350 per student for Third year (Year 2017-18) - Rs. 400 per student for Fourth year (year 2018-19) 15% increment on base price from Fifth year Onwards (2019-20 onwards)
ADDITIONAL MODULES:	Any new modules (other than the one mentioned in task order) in future shall be costed separately as an additional subscription price per student, per year.

25541

Educative Technologies**INVOICE**

No : 756, 2ND FLOOR, 10TH MAIN ROAD, JAYANAGAR 4TH BLOCK,
BANGALORE 560011, INDIA +91-80-4114 9599

SOLD TO:

Sri Siddhartha Institute of Technology
Maralur
Tumakuru - 572105

INVOICE NUMBER | EDU/2022/1221

INVOICE DATE | Dec 15 2022

OUR ORDER NO. | N/A

YOUR ORDER NO. |

TERMS | within 1 week

SALES REP | N/A

SHIPPED VIA | N/A

F.O.B. | N/A

PREPAID or COLLECT | N/A

SHIPPED TO:

Same

Service Tax Rate:

18.00%

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT (INR)
2,601	Online Student Information System E365 (my-gurukul) (July 2022 - December 2022)	300.00	7,80,300.00
GST No : 29AAHFE8354Q1ZJ			
PAN No. AAHFE8354Q			
Our Bank Details : CANARA BANK, A/C No:0684201001942, IFSC : CNRB0000684		SUBTOTAL	7,80,300.00
Declaration: We declare that this Invoice shows the actual price of the goods		SGST 9%	70,227.00
described above and that all particulars are true and correct.		CGST 9%	70,227.00
			9,20,754.00
			PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:

Kumaran K
+91-96633 55556
email: kris@e365.tech

MAKE ALL CHECKS PAYABLE TO:

Educative Technologies
No : 756, 2nd Floor, 10th Main Road,
Jayanagar 4th Block,
Bangalore 560011, India

For Educative Technologies,


(Authorized Signatory)

THANK YOU FOR YOUR BUSINESS!


PRINCIPAL
Sri Siddhartha Institute of Technology
Maralur, Tumakuru - 5.

Submitted
Services are
Satisfactory
Bill may be paid
Period 1 July 2022 - Dec 2022
Kris 21/12/22

2559

eFlow Gurukul Solutions Pvt. Ltd

PROFORMA INVOICE

No : 20/155, 4th Cross, Dattatreyanagar, Banashankari
BANGALORE 560085, INDIA +91-91414 65455

SOLD TO:

Sri Siddhartha Institute of Technology
Maralur
Tumakuru - 572105

SHIPPED TO:

Same

INVOICE NUMBER EFSPL/2022/0701
INVOICE DATE July 03, 2022
OUR ORDER NO. N/A
YOUR ORDER NO. N/A
TERMS within 1 week
SALES REP N/A
SHIPPED VIA N/A
F.O.B. N/A
PREPAID or COLLECT N/A

Tax Rate:

0.00%

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT (INR)
2,000	Online Student Information System (E365)	300.00	6,00,000.00
Put my file 12/7/22			
GST No : 29AAECE0074F2ZT			
ST No : AAECE0074FSD001			
N No. AAECE0074F			
Our Bank Details : CANARA BANK, A/C No:0684201001896, IFSC : CNRB0000684		SUBTOTAL	6,00,000.00
Declaration: We declare that this Invoice shows the actual price of the goods described above and that all particulars are true and correct.		SGST 9%	0.00
		CGST 9%	0.00
			6,00,000.00
		PAY THIS AMOUNT	

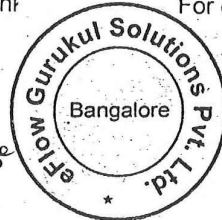
DIRECT ALL INQUIRIES TO:

Kumaran K
+91-96633 55556
email: kumaran.k@eflowgurukul.com

MAKE ALL CHECKS PAYABLE TO:

eFlow Gurukul Solutions Pvt. Ltd
No: 20/155 4th Cross
Dattatreyanagar, Banashankari
Bangalore 560085, India

For eFlow Gurukul Solutions Pvt. Ltd.,



(Authorized Signatory)

Submitted
MSI eFlow Gurukul
providing software support
since 7 years. and
service is satisfactory.
we are paying charges
Half year basis. This year
charges of 6Lakh may be paid
in advance now. Actual
difference may be paid later.
[Annually we incur an expense
of 14Lakh Rupees approx.]
10/12/22

PRINCIPAL
Sri Siddhartha Institute of Technology
Maralur, Tumakuru - 5.

Product Introduction

dhi: Digital Transformation Platform for Educational Institutions

1.1 Product Highlights

- ❑ Completely Integrated Solution with ‘enter-any-data-only-once’ design
- ❑ Continuous Automation to reduce manual work to ‘less than 10 mins a day’ for faculty
- ❑ Designed to cover all aspects of Student lifecycle (admission, graduation & beyond)
- ❑ Hosted on Private Cloud with daily data backup
- ❑ Mobile Apps on Android & iOS
- ❑ Notifications (multiple methods with on-demand triggers)
Across the system, notifications/ alerts can be sent via 4 ways. Push notifications, SMS, emails & in-app notifications. A separate Open Notice Board for institute/department level communications is available in every role’s dashboard.
- ❑ Extensive real-time Data Analytics/Reporting
- ❑ Separate logins for all roles with drill-down Dashboards (incl. single-login-multiple-roles support)
- ❑ Very high & accurate customization based on specific needs of the institution
- ❑ Content updates (syllabus, accreditation guidelines, ...) to minimize data entry
- ❑ Data services to ease data migration
- ❑ Workflows with multiple levels of approvals
- ❑ Built-in Reports
More than 40 reports are generated at real time. Course-file for teaching faculties being one among them, contains every academic information from start to finish of the term for all subjects the faculties handle. The file contains the complete Lesson plan, TT, CO-PO mapping, feedback reports, IA scores and averages of all students etc.

At a high level, the platform enables real-time access to:

- ❑ Academics Automation
- ❑ Administration Automation
- ❑ Examination Automation
- ❑ Anytime Accreditation Readiness

1.2 Academics Automation

The Academics Automation module supports the following features:

- ☐ **Timetable**
Timetable can be uploaded to the system in two methods. If the TT is already created and available, it can simply be uploaded using a specific template or the In-Built Timetable generator can create the Timetable for the entire institution within a few minutes by providing the constraints. Once created, TT can be viewed either day-wise or date-wise with edit option in both views.
- ☐ **Attendance (incl. Biometric integration)**
Marking of attendance, communicating to parents through SMS, Push Notifications and Emails from time to time, viewing different reports and providing attendance for students attending college approved events. All these can be done with a click of a button. Attendance can also be linked or de-linked with Lesson Plan.
- ☐ **Calendar of Events**
- ☐ **Lesson Plan (incl. generation)**
Creating of lesson plan at the beginning of the term can be tedious task. The in-built lesson plan generator can create a day wise plan for every course with a click of a button. This will be in line with the syllabus prescribed by the governing university considering the timetable and calendar of events along with the holiday calendar. It can then be edited by the faculty to fit their needs. Once approved, lesson plans will be visible to all stake holders. Therefore, keeping everyone updated and informed. Lesson plan can also be linked or de-linked with Timetable.
- ☐ **Internal Assessment**
From creation of Question papers, getting approvals from internal committees, downloading in the required format, tabulating marks at question level for each student, etc. all these activities which are required for CO attainment calculation can be done easily and quickly along with graphical analysis of results. Other assessments like quiz, unit test, etc. can be published as additional learning evaluation methods. IA can be configured to suit the needs of the institute.
- ☐ **Exam Results & Analysis**
- ☐ **Project**
- ☐ **Co-curricular Activities**
Different types of activities such as events (workshop, seminar, conference), projects, industrial interaction (Signing MOU, Lab setups, student visits), Publications, patents, awards, Memberships can be added and tracked. Reports can be generated.
- ☐ **Feedback (Course, Exit, Annual, Parents, Employee, Employer, Anonymous, ...)**
Be it a course level feedback or a feedback on infrastructure of the institute, the system allows the institute to configure any kind of feedback with custom categories, questions, feedback scale and the flexibility to trigger it for a fixed time frame. Student can also provide feedback anonymously.
- ☐ **Placement**
Starting from downloading the eligibility list based on the criteria set by the visiting company in an excel that can be sent to the HR of the company to track student's performance in every round of interview to sending notifications and more. The integrated placement module can relieve most of the administrative tasks allowing the placement department to concentrate on bringing in more opportunities for the students.
- ☐ **Student Information System**
- ☐ **Counseling/ Mentoring**
Faculty student relationship is a key factor for students to perform well. This can be achieved through the counselling program. The software allows for mapping of specific number of students to a faculty for all mentoring purposes. Mentors can then schedule meetings with students on specific topics and update progress for future reference.

1.3 Administration Automation

The Administration Automation supports the following features:

- ☐ Profile Management (with digital repository of employee/student records incl. IDs)
- ☐ Admission

A student's relationship with the software starts as early as applying for a seat (Management quota) in the college by a custom-built application form that can be hosted on the institute's website. Admitted students can register themselves using simple registration forms that will automatically create logins for them. Complete admission information is captured, and the complete admission process is automated.

 - ☐ Pre-Admission
 - ☐ On-line Admission
- ☐ Financial Management
 - ☐ Fee Collection & Tracking

The integrated fee module can be used to track every single transaction of every student of every term. Intensive reports on the dashboard will help the accounts department to track fees, scholarship etc. irrespective of the mode of payment. Fee structure and fee receipt templates can be configured based on the institute's needs. Reminders can be sent to students/parents regarding the payment of fees with a click of a button. Defaulters report can be generated at any point. The generic design of the module makes it easy to integrate with any payment gateway with little effort. Offline integration with tally can be done for financial data.
- ☐ HRM
 - ☐ Faculty Information System
 - ☐ Faculty Appraisal Management System (Goal setting, 360° appraisal incl. self-appraisal, AGP)

The faculty performance appraisal module provides comprehensive and real-time scores for every individual to monitor their own performance. With over 25 attributes on which every faculty can be measured, the institute can configure the system differently at an individual level. Authorities can view real-time reports such compliance of all daily activities by every faculty and others. The system provides multiple scores for every faculty using which appraisal, salary revision and promotions become hassle free and transparent.
 - ☐ Leave Management System

The extensive and generic Leave Management system allows the institute to create and specify rules for any type of leave for every category of employee. Leave approval flow too can be configured based on the rules defined by the institute. Faculties going on leave can transfer their classes to other faculties who are free. With an add-on option to integrate with an existing biometric attendance system, employee leave report for salary processing can be obtained with a click of a button.
- ☐ Hostel Management

The integrated hostel module provides complete overview of the facilities provided in every room of every hostel. Once configured, rooms can either be manually allotted or automatically allotted to students on a first come first basis. Mess bill calculation, fines and student's service request are some of the key features. Gate pass for students wishing to out of the hostel on holidays and vacations can be configured based on the needs of the institute.
- ☐ Open Notice Board – Department, College
- ☐ Grievance Redressal Management

The grievance management system allows students and others to post grievances anonymously about any pre-defined topic. Specific employees can be configured to handle grievances of specific topics and resolutions can be updated.

1.4 Examination Automation

Be it an affiliated institute, an autonomous college or a private university. The integrated examination module comprehensively covers every step of conducting an exam. Processing the student eligibility list-based criterion configured by the institute, allowing students to register for exams, issuing of hall tickets, setting and scrutinization of multiple question papers, automatically generate seating arrangements and invigilator allocation, capturing student attendance, answer script packeting, evaluation and moderation, tabulation and automatically calculating results based on the rules of the university/institute, our system will reduce administrative work to large extent making conduction of examinations easy and efficient.

Salient high-level features:

- ☐ Exam Registration
- ☐ Hall-ticket Generation
- ☐ Question Paper Setting
- ☐ Seating Arrangement
- ☐ Invigilator Allocation
- ☐ Question Paper/Answer Script Coding & Packeting
- ☐ Evaluation & Tabulation
- ☐ Results Publishing
- ☐ Marks Card Generation

1.5 Anytime Accreditation Readiness

The platform provides a unique implementation of real-time accreditation readiness for:

- ☐ NBA (Outcome Based Education)

With all the information already available in the software, calculating/processing results based on policies set by different governing agencies will be as easy as clicking of a button. The integrated Accreditation module provides 7 levels of drill down from viewing the overall score to the lowest level where each student's contribution to the score can be viewed. This will help the institute to exactly pin the weak spots and take necessary action to rectify them. Specific Reports can be generated at a sub-criteria level. Analytics are provided as part of the NBA real time dashboard which can act as a readiness check for accreditation on a real time basis.



(AUTHORISED SIGNATORY)

Kiranmayee Urva
Vice President

Place: Bangalore

Date: 18-01-2023



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

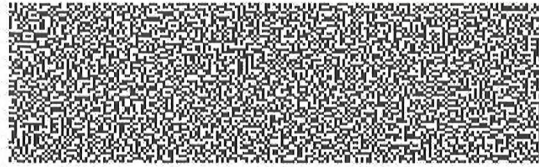
Rs. 100

e-Stamp

Certificate No. : IN-KA36891397464657V
Certificate Issued Date : 25-Jul-2023 11:23 AM
Account Reference : SHCIL (FI)/ ka-shcil/ JAYANAGAR/ KA-JY
Unique Doc. Reference : SUBIN-KAKA-SHCIL50114158974515V
Purchased by : COEMPT EDUTECK PRIVATE LIMITED
Description of Document : Article 12 Bond
Description : MOU
Consideration Price (Rs.) : 0
 (Zero)
First Party : COEMPT EDUTECK PRIVATE LIMITED
Second Party : REGISTRAR SSAHE TUMAKURU
Stamp Duty Paid By : COEMPT EDUTECK PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

Authorised Signatory

For Stock Holding Corporation of India Ltd.



Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This MOU is entered into on this day of 25th July 2023 by and between:

Sri Siddhartha Academy of Higher Education leading Professional and Research driven Deemed University located at Agalakote, B.H. Road, Tumakuru - 572 107, Karnataka hereinafter referred to as "SSAHE" represented by Dr. M.Z. Kurian, Registrar 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

Statutory Alert:

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. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Nagar, Hyderabad-500038, Telangana hereinafter referred as 'COEMPT' which is represented by Mr. Shashidhar K.G, Dy. General Manager, which term includes its legal representatives, administrators, heirs, and assigns.

THIS MOU WITNESSETH AS FOLLOWS:

- a) **WHERE AS, SSAHE** is one of the best and sought-after university across India for higher education and provides different programs ranging from Diploma, Engineering Courses, Paramedical Courses, Management Courses, Life Science, Nursing, Law, PhD., Arts, Dental Science, Medical Science, Pharmacy and Hotel Management.
- b) **WHEREAS, COEMPT**, is in the business of...
- Providing customized technology solutions 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 work through its partner network to supply its solutions/services to end-clients and also work in partnership with other allied solution provider to fulfil its client requirement ('s').

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

NOW THIS MOU FURTHER WITNESSES AS FOLLOWS:

1. COEMPT has been awarded a contract by SSAHE to provide the following services...
 - Scanning Answer-Book without Cutting/De-threading the Answer-Book Spine,
 - Onscreen Marking
 - Handing over of marks data for result processing
2. COEMPT will customize its solutions as per SSAHE requirements, so that SSAHE is empowered to digitally evaluate answer-books.
3. COEMPT will provide all required services and support to SSAHE in its best interest. Any incidental costs for scope of work that might arise beyond that which is agreed with SSAHE through this agreement will be discussed and mutually agreed upon through an email by Parties which will thereafter form a part of this agreement.

S. G. Shashidhar



M. Z. Kumar
REGISTRAR
Sri Siddhartha Academy of Higher Education
Agalakote, B.H. Road, Tumkur - 572 107.

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 **SSAHE**
9. Price and Other Understanding between **Parties**

Item Description	Price
<u>Centralized Scanning @ 4 locations</u> Answer-Book Scanning without Cutting (or) De-threading the Answer-Book Spine and Onscreen Evaluation Module We will setup required number of scanners, relevant scanning software and manpower at central location or at the university premises Powered by Coemtp's Onmark Solution	Rs.49/- (Rupees forty nine only) Per Answer Book (Max. of 54 pages)

Other Terms

- Price is including all applicable taxes (GST) and duties.
 - **SSAHE** will pay Coemtp on delivery of each exam cycle as per the Answer Book count
10. **COEMPT** holds the Intellectual Property Right (IPR) or have legal authorization from OEM's for all the products being supplied to **SSAHE** and the same is the absolute property of **COEMPT** and/ or its partners.
 11. Responsibilities of **COEMPT**
 - a) Scanning & Onscreen Evaluation will happen at the centralized location at university campus.
 - b) Set up of scanner(s)
 - c) Connecting the scanners to the systems

G. S. Lakshmi



M. Z. Kumar
 REGISTRAR
 Sri Siddhartha Academy of Higher Education
 Agalakote, B.H. Road, Tumkur - 572 107.

- d) Organize required manpower
- e) Receive the answer-book without student details
- f) Return the answer-books to the university after scanning
- g) Maintain answer-book receipt or issue register
- h) Scan the answer-book with printed barcode as reference / identity
- i) Quality check of scanned answer-books
- j) Answer-book are stored in local scanning server
- k) Upload the answer-books to evaluation server (cloud server) for onscreen evaluation
- l) Provide productivity reports to university
- m) Register evaluators and provide user id and passwords
- n) Provide necessary manpower for the scanning work and to train the nominated **SAHE** personnel
- o) Provide subject wise, barcode wise marks awarded by evaluators in excel / csv file
- p) Provide PDF of all the answer-books with Question wise and total marks

12. Responsibilities of SSAHE

- a) Provide furniture, Electricity, UPS, Air Conditioning (AC), Internet (10 Mbps) at respective scanning centres.
- b) Provide accommodation and working food to the COEMPT team at the university.
- c) Issue answer-books subject-wise for scanning
- d) Receive the answer-books after scanning
- e) Maintain answer-book receipt or issue register
- f) Provide evaluator details to register for evaluation
- g) Provide copy of question paper of all subjects after the exam
- h) Provide computer systems and Internet (1 Mbps per system) to enable online evaluation.
- i) Provide sample answer / guidance for evaluator reference (if any)

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

L. G. S. S. H. A. E.



M. Z. K. A. R.
REGISTRAR
 Sri Siddhartha Academy of Higher Education
 Agalakote, B.H. Road, Tumkur - 572 107.

13. Governance Framework

- a) **COEMPT** and **SSAHE** shall review work in good faith regularly during the term of this MOU to determine the future plan of action.
- b) **SSAHE** 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.

14. Validity of the MOU

- a) This MOU is valid for a period of 1 (one) year starting from the date of signing of this MOU and can be renewed for further period by an agreement on mutually accepted terms.
- 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. Intellectual Property

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

16. 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.

17. Jurisdiction

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

H. G. Sridhar Reddy



M. Z. Iqbal
REGISTRAR
Sri Siddhartha Academy of Higher Education
Agalakote, B.H. Road, Tumkur - 572 107. Page 5 of 6

The Courts of Karnataka, located at Bengaluru and Courts of Telangana located at Hyderabad shall have the legal jurisdiction of this MOU.

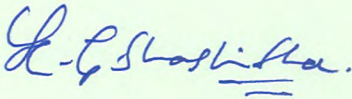
18. Any Other Matter

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.,

For SSAHE



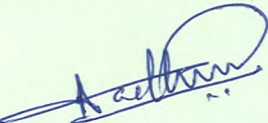
Signature

Name: Shashidhar K.G.

Title: Dy. General Manager



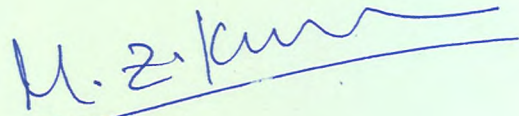
Witness:



Signature:

Name: Sunil Suresh Jadhav.

Address: Bengaluru, JP Nagar 6th phase,
Chikkaswamy layout.
Jangarhally.



Signature

Name: Dr. M.Z. Kurian

Title: Registrar

REGISTRAR

Sri Siddhartha Academy of Higher Education
Agalakote, B.H. Road, Tumkur - 572 107.

Witness:



Signature:

Name: Dr. G. GURUSANKAR

Address: Controller of
Examinations.
SSAHE, Tumkur