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COEMPT EDUTECK PRIVATE LIMITED Purchased by

Description of Document Article 12 Bond

Description MOU

Consideration Price (Rs.) (Zero)

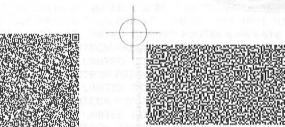
First Party COEMPT EDUTECK PRIVATE LIMITED

Second Party REGISTRAR SSAHE TUMAKURU

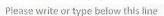
Stamp Duty Paid By COEMPT EDUTECK PRIVATE LIMITED

Stamp Duty Amount(Rs.)

(One Hundred only)



Authorised Signatory For Stock Holding Corporation of India Ltd.



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,

by of this Stamp certificate should be verified at 'www shollestamp com' or using e-Stamp Mobile App of the details on this Conflicate and as available on the website / Mobile App renders it invalids a conflicate. It is to be presented the certificate of the certificate of the certificate.

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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 SSAHEare 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

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- 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.

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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
Centralized Scanning @ 4 locations	
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	Rs.49/-(Rupees forty nine only) Per Answer Book (Max. of 54 pages)
Powered by Coempt's Onmark Solution	

Other Terms

- Price is including all applicable taxes (GST) and duties.
- SSAHE will pay Coempt 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)

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- 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
- 1) 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

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- 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.

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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

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Parties to the MOU shall settle any dispute arising with regard to any of the Clauses of this MOU through mutual consultations. 1.2/cm

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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.,

Signature

Name: Shashidhar K.G.

Title: Dy. General Manager

H-ESLoslika.

Witness:

Signature:

Name: Sumil Syrresh Jadhov.

Address: Bongalon, JP Magar Gtphae, Chikkswamy layout. Jaraganhali.

For SSAHE

Signature

Name: Dr. M.Z. Kurian

Title: Registrar

REGISTRAR

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

Witness:

Name: Dr. G. GURUSHANKAR
Address: Controller of
Examination.
SSAHE, Thumkon