



मध्य प्रदेश MADHYA PRADESH

R 481070

MPONLINE - Service Level Agreement

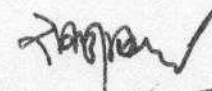
This Agreement is made as on the MAY 2012, BETWEEN MPOnline Limited a company incorporated under Indian Companies Act VII of 1956, and having its office at Nirupam Shopping Mall 2nd floor, Ahmedpur, Hoshangabad road Bhopal 462026, hereinafter called "MPONLINE LTD" represented by Chief Operating Officer as the one part, and Devi Ahilya Vidyalaya Indore whose address for service is DAVV, RNT Marg, Indore and represented by Registrar DAVV, Indore as the other part.

WHEREAS "MPONLINE LTD" is a Joint venture Company set up for the purpose of development, maintenance and management of the MP Online portal for providing web based Government to citizen services ; Government to Business services.

And WHEREAS the Registrar is desirous of delivering services to the Stakeholders through MP Online Portal

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:




Registrar
Devi Ahilya Vishwavidyalaya
INDORE



मध्य प्रदेश MADHYA PRADESH

R 481067



25/11

Organizational Information & Services

The DAVV, INDORE shall provide information to MPONLINE LTD about DAVV INDORE and services to be rendered by it to the citizens/student. The information will be provided (in a soft copy form) in a structured manner, as detailed hereunder:

- Organizational Goals / Main Objectives
- Organization structure / Administrative layers (State/District/Block/Village Panchayat levels).
- Functions performed.
- Key Contacts- Office Address, telephone numbers, e-mails Ids at State / District /Tehsil Mandal/Village level.
- Services rendered and eligibility criteria for availing services.
- Procedures followed / Forms used.
- Performance highlights.
- FAQ s on services.
- Website address and related links.
- Logo.

The Registrar will translate organizational information available in English into Hindi if required. The same will be provided to MPONLINE LTD for incorporation to maintain the Hindi version on MP Portal.

Pre-requisites for On-line Services

The Registrar shall identify the set of services to be rendered through MPONLINE LTD. For each service, the following are the pre-requisites. They have to be defined upfront by the Registrar and incorporated in the Portal for enabling services.

- Eligibility criteria for citizens for availing a service.
- Set of instructions for citizen's compliance.
- Documentary evidence (affidavits, residence, birth, nativity etc.) to be submitted by citizen as attachments (online and / or offline).
- Charges for the service, if any (to be borne by citizen / Student / Study Institute) .
- Accepted modes of payment.



- E-Mail / Postal address of departmental functionary (State / Divisional / District / Tehsil level) processing service requests.
- Service deliverables (certificates, permits, receipts, etc.) and the mode of delivery.

Nodal Officers

The Registrar will identify and appoint a nodal officer with sufficient experience on DAVV INDORE functions and services.

Responsibilities of the Nodal Officer:

- Facilitate / liaise with MPONLINE LTD on the organization's services to citizens.
- Ensure update of information on the Portal about the organization.
- Provide contact details of key functionaries at State/District/Block level including telephone numbers, e-mail Ids, addresses.
- Create / Register, update user-ids for organization's functionaries.
- Detect and report any variation against the prescribed norms, interpolation / tampering made by foreign elements to Registrar, DAVV, Indore , Madhya Pradesh immediately

E-mail ID Structure /Postal Addresses

The e-mail Id's for DAVV INDORE MADHYA PRADESH's functionaries will have designation, organization and location components. The e-mail Ids and postal addresses list of all key functionaries of DAVV, INDORE to be made available to MPONLINE LTD. This would enable routing of citizens on-line applications / forms to the appropriate functionary.

Changes /Updates to Portal content

The MPONLINE LTD will provide an administrator screen / facility to the officer of DAVV, INDORE deputed by Registrar for the purposes of:

- User id / password set up for all organizational users.
- Activate / deactivate services.
- Mapping of services & departmental functionaries empowered to render them.
- Updates on Content/service charges
- Changes to Key Contacts Information



Nodal officer identified by Registrar shall be entrusted with these administration tasks. The MPONLINE LTD will provide training to nodal officers to effect changes.

Processing of service requests

Service requests received from citizens/ student shall be preferably processed by DAVV, INDORE functionaries within pre-determined timelines for every stage of processing.

Registrar shall lay down the maximum time limit for processing a service request, at every stage. The table below gives the frequency and time span for specific activities in a typical on-line service request and its processing.

Sl. No	Service task	Frequency	Max. Time for Completion (In Days)
1	Acknowledge- receipt of service request and attachments	Check- every 3rd day	07 Working days
2	Scrutiny of service request / and eligibility	10 days	15 days
3	Verification of documents/ attachment	Part of Scrunity	
4	Intimation to to requestor - discrepancies (if any) and additional information sought	10days	Within a max 15 days from date of receipt
5	Processing of service request	Update status 10 Days	15 days
6	Acknowledge payment receipt (if any)	Update status on date received	Within 03 Day(s) of receipt
7	Approval & delivery of service - Intimation to requestor	---	15 Day(s) from date of receipt
8	Rejection of request with reasons thereof	---	15 Day(s) from date of receipt
9	Status update & request closure	Check every Hour	



Registrar
Devi Ahilya Vishwavidyalaya
INDORE

Responsibilities of MPONLINE LTD

The MPONLINE LTD shall be responsible for the following:

Service Elements:

- Ensure uptime of Portal servers at a service level more than 95% on a monthly basis. Thus a high availability of on-line services to citizens/students/businesses would be ensured. Preventive maintenance schedules on Portal servers and the duration of maintenance shut downs will be intimated well in advance to DAVV INDORE and information kept on the Portal. Unscheduled outages will not exceed 1% of the time.
- User Response Time. The time taken for the application to complete a user request and return a response shall not exceed 6 seconds for 99% of all Transactions / Authentications.
- Defects / Bugs in software (if any) noticed by DAVV INDORE will be attended promptly and depending on the severity of defect, time norms will be set for rectification and re-deployment.

The table below is indicative on the service levels for defect fixing:

Sl. No	Nature of Defect	Severity Category	Fix time
1	Critical; Service delivery is impaired.	High	8 hrs.
2	Important; Service delivery is affected partially and causes dissatisfaction.	Average	2 days
3	Service likely to be affected in future.	Low	10 days

If a defect in a service application could not be rectified within one week, the service will be temporarily withdrawn. Redeployment will be done after acceptance testing by REGISTRAR and subsequent approval.

- Provide technical support to Portal users through help desk facility. The Help Desk will function between 10.00AM and 6.00PM on all working days. 'Help' will not be extended on Sundays and Govt. holidays.



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The table below is indicative on the time required for a user to receive a response after reporting a problem to the Help Desk

Sl. No	Nature of Problem	Severity Category	Problem Response Time
1	Critical; the work of user is seriously affected; Part of the system is not working or not working correctly, partial access is available. A major function is not operational for multiple users	High	Within 30 Minutes
2	The problem is causing inconvenience but can be overcome locally by a workaround or by some other means A minor is not operational for one or more users (who can continue to use other application functions). A user has questions about the functionality or needs assistance in using the service. A user needs administrative assistance	Normal	Within 1 business day
3	All other situations including queries	Low	Within 2 business days

- The MPONLINE LTD shall be responsible for security / upkeep of data maintained on Portal servers located in its data center. Firewall protection and usage of Intruder Detection Systems will be provided. Back-ups of data will be taken once a week and maintained in a protected environment. Any variations against the prescribed norms interpolation / tempering made by foreign elements shall be detected and reported to the REGISTRAR, DAVV immediately who will decide about the offence, if at all any, committed and take such actions as deemed necessary for investigation and prosecution of the persons responsible for such offence under the I.T. act or such other relevant provisions applicable to the cyber offences.
- MPONLINE LTD will take up the development of new services, functional enhancements to existing services and back-office automation jobs for REGISTRAR, DAVV INDORE as per mutually agreeable time frames and will provide the data in soft copy to DAVV INDORE of the forms accepted manually by the DAVV INDORE during the time period in which the services are held up due to any software / Operational Problems.



Functional Requirements

User Perspective

The services of Devi Ahilya University rendered on MPOnline Portal can be accessed by three different types of users:

- Applicants
- Devi Ahilya, University, Staff
- Administrator

The applicants can access the portal for the services like:

1. Application for Entrance Examination
 2. Application for Admission.
 3. Application for Issue of Degree.
 4. Application for Provisional Degree.
 5. Application for Migration Certificate.
 6. Application for Duplicate Mark sheet.
 7. Application for Re totaling.
 8. Application for viewing the Answer books.
 9. Application for Enrolment.
 10. Application for Examination.
- Online Admit Card Generation.
 - **Enrolment cum Admission Form** – Student can fill Enroll form for new student. Student's old series data is already with database. Fill this form very carefully because student database is creating from this form. Tick mandatory field very carefully. Attach only photo & signature in only one file. Scan with grey scale format. If there is any correction in this form got to Enrolment View/Edit's link before payment. After payment, no any correction can do.
 - **Enrolment View/Edit**: This application is designed as Enrolment Form, so you will have no any problem to use this application. You can edit your new & old enrolment details from this application before payment.
 - **Student Transfer**: Send your request online for transfer student with NOC'S DETAILS. If you don't have NOC details, never fill exam form of that student.



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- **Exam Form Approval (Regular/ATKT):** College can approval student exam form with scheme who have eligible for examination.
- **Fill Examination form:** You can fill Regular & Backlog student for any semester. All paper, optional is already with database of any semester. All data, which is concern with exam form, it's automatically display in your form.
- **Cancelled Unpaid Exam Form :** If the exam form has filled with wrong selection, then the form can be deleted.
- **Exam Form Correction after Payment:** Change paper scheme after payment if there is any discrepancy.
- **Report generate only paid candidate :** Enrolment Details, Examination Details, and Accounts Details – here you view & download your enrolment, examination, accounts, paid list of revaluation/retotalling, migration, duplicate mark sheet, degree/diploma, provisional certificate. You can't see hre unpaid list. You also export these report into excel, word test or PDF format.
- **Apply for Revaluation / Re-totaling -** Student can apply online for revaluation / re totaling by only entering enroll or roll no. System displays automatically the marks details on the screen. Now you can select your paper one by one.
- **Download Admit Card-** Student can download their admit card of current exam by only entering enroll /roll no & can verify by their college.
- **Apply for Migration, Duplicate Mark sheet, Degree/Diploma, Provisional Certificate –** Student can apply for Migration, Duplicate Mark sheet, Degree / Diploma, Provisional Certificate by only entering their enroll / roll nō. & pay fee online.
- **College Registration –** College can register himself online
- **Enroll/ Roll number generation -** University can generate roll list for each exam by one clicking button.
- **Sessional & Practical Marks –** College can enter practical & sessional marks of student
- **Question Paper requirement-** College can request online the requirement of question paper of exam
- **Answer book request –** College can request online for answer book

Training

Initiation training on Portal services & operations to Nodal and other officers

- Training to select department Officers
- Training of staff at Departmental Counters.



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Mode of Payment:

The Portal charges of Mp-Online for delivering the services through the portal are decided by the DAVV Admission Committee and MPOnline OFFICIALS as below description

S.No	Type of Application	Portal Charge
1	For Competitive Entrance Exam	Rs.50/-
2	Other than Competitive Entrance Exam	Rs.40/-

The above portal charge will be given by the citizen per transaction.

Management Elements:**Procedure for Unsatisfactory Services:**

Whenever services fall below identified threshold limits, MPONLINE will work with DAVV INDORE to resolve service problems and report progress to DAVV INDORE. In the event that service does not improve a joint meeting between both parties will be convened. A comprehensive report that documents the results and resolutions of these problems shall be published and distributed to DAVV INDORE.

Assumptions

The services will be provided on Sundays & all Government holidays also.

Periodic database and application maintenance will be negotiated with DAVV INDORE in advance.

All application enhancements will be communicated in advance and MPOnline Limited will follow changed maintenance procedures.

This Service Level Agreement (SLA) may be reviewed and negotiated after a period of One Year from the date of agreement, if so desired by either party and the tenure of the service would be of Three Years from the date of agreement.

Arbitrations

Any dispute arises between the parties the same shall be reported to the Vice Chancellor DAVV INDORE, who shall be the sole arbitrator and his order shall be final in the matter.

Relationship

This Agreement is limited and exclusive to the purpose of promoting the business interests of both the parties hereto. It does not create a partnership, joint venture, agency or any other relation of the like between the two parties.



Termination

At any time either party will be entitled to terminate this Agreement after giving 30 days notice to the other party if such other party is in breach of any material obligation under this Agreement and such breach continues to be unremedied for 15 (Fifteen) days from the date of receipt of notice from the non-defaulting party calling upon such defaulting party to remedy the breach.

The parties also reserve a right to terminate this Agreement after giving 60 days notice with or without reasons without any liability.

In the event of termination of this Agreement DAVV INDORE shall be liable to pay the "MPOnline" only for the services rendered by it under this Agreement, till the effective date of termination.

Confidentiality

Neither party shall divulge or permit its employees or any third parties to divulge any Confidential Information to any person or party.

- i) Except to those employees, agents, or affiliates of the parties who require knowledge of the same, and only to the extent required, for the performance of its obligations under this Agreement.
- ii) Except as required to comply with applicable laws, regulations, ordinances, decrees, or judicial or administrative orders, and
- iii) Except as otherwise agreed by the parties in writing.

Each party shall inform its employees, agents, and representatives of the proprietary nature of the Confidential Information and the obligation to keep such information confidential and shall take such other action as shall reasonably be required to cause such Confidential Information to be kept confidential. For the purpose of this Agreement, the term Confidential Information shall mean all such information that is treated as confidential by the respective disclosing party and confirmed to be confidential at the time of disclosure (in case of written disclosure) or confirmed to be confidential within seven days of disclosure (in case of oral or visual disclosure). Confidential Information may also be disclosed to the receiving party by any third party acting on behalf of the disclosing party.



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This clause shall not apply to Confidential Information that is:

- a. In the possession of, or was known to, the recipient prior to its receipt, without an obligation to maintain its confidentiality;
- b. Becomes generally known to the public without violation of this Agreement;
- c. Obtained by recipient from a third party having the right to disclose it, without the obligation to keep such information confidential;
- d. Independently developed by recipient without the use of Confidential Information and without the participation of individuals who have had access to Confidential Information;
- e. Required to be provided under any law, or process of law duly executed.

Settlement of Disputes and Jurisdiction

If, at any time, any dispute or difference arises out of or relates to this Agreement whether during the term of the Agreement or any time thereafter, and such dispute or difference cannot be resolved by the parties hereto amicably, within thirty (30) calendar days, the same shall be referred to sole arbitrator appointed by DAVV INDORE, whose decision shall be final and binding to both the parties.

The arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The courts in Bhopal shall have jurisdiction to try the disputes under this Agreement.

Other General Provisions

Assignment

Neither this Agreement nor any of the rights, powers or obligations created herein shall be assigned, in whole or part, by each party without prior written consent from the other party.

Severability

If any provision of this Agreement shall be determined to be unenforceable or invalid, such provision to the extent it is invalid or unenforceable, shall be severed from this Agreement and shall be substituted by reasonable provision to be mutually agreed upon.



Waiver

No forbearance, indulgence or relaxation's by any Party at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provisions of this Agreement shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Agreement.

Modification

This Agreement may be modified only by an amendment executed in writing by a duly authorised representative for each party.

Notices

Any notices or other communications required or permitted hereunder shall be deemed to have been duly given as if delivered in person; or if sent by registered or certified mail, return receipt requested, or by overnight courier, in any case postage prepaid and addressed as follows:

(a) If to Registrar DAVV INDORE,

Fax: _____
Attention: Registrar
Devi Ahilya Vishwavidyalaya
(DAVV INDORE)
Address _____

(b) If to Chief Operating Officer

Fax: _____
Attention: **Pramod Bhargava**
(MPONLINE LTD)
Bhopal

Pramod Bhargava



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Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India.

IN WITNESS WHERE OF REGISTRAR and MPONLINE LTD have caused this Agreement to be duly executed by their authorized representative's on

For and on behalf of DAVV INDORE

Signed by: _____

in the capacity of _____

in the presence of _____

[Handwritten signature]
[Stamp: Registrar, DAVV, INDORE]

For and on behalf of MPONLINE LTD

Signed by: **Pramod Bhargava**

in the capacity of Chief operating officer

in the presence of _____

[Handwritten signature: Pramod Bhargava]
[Handwritten signature: Abhay Kashi]
(Abhay Kashi)

