

Ref.No. . /MPO/ COO/BPL/2015/ 4205, Date: 28/02/2015

प्रति,

कुलसचिव,

देवी अहिल्या विश्वविद्यालय,

इंदौर (म.प्र.).

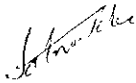
विषय: देवी अहिल्या विश्वविद्यालय एवं एम.पी. ऑनलाइन लिमिटेड के मध्य हुए अनुबंध का नवीनीकरण सम्बन्धी।

महोदय,

विषयान्तर्गत निवेदन है कि एम.पी. ऑनलाइन पोर्टल के माध्यम से विश्वविद्यालय की ऑनलाइन सेवाएं सुचारुरूप से विगत 6 वर्षों से प्रदाय की जा रही है। इस सेवा को प्रदाय करने हेतु एम.पी. ऑनलाइन लिमिटेड एवं देवी अहिल्या विश्वविद्यालय मध्य सत्र मई 2012 से 3 वर्षों के लिए अनुबंध (Service Level Agreement -SLA) किया गया था जो कि 30 अप्रैल 2015 को समाप्त हो रहा है।

अतः निवेदन है कि उक्त अनुबंध को नवीनीकरण करने हेतु अनुबंध की कॉपी संलग्न है। विदित हो कि विश्वविद्यालय की ऑनलाइन सेवाएं लगातार चल रही हैं, कृपया दिनांक 30 अप्रैल 2015 से पूर्व इस प्रक्रिया को संपन्न करने का कष्ट करें।

सधन्यवाद.



(सतनाम सिंह सेठी)

मुख्य परिचालन अधिकारी

संलग्न: एक - अनुबंध की प्रतिलिपि.

भारतीय गैर न्यायिक
भारत INDIA

रु. 500



FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

मध्य प्रदेश MADHYA PRADESH

R 950982

SERVICE LEVEL AGREEMENT

MEMORANDUM OF UNDERSTANDING (MOU)

This Agreement is made on this 1st of MAY Month of year 2015 by and between:

MPOnline Limited (MPOL) - a company incorporated under the Companies Act, 1956 and having its Corporate office at 2nd Floor, Nirupam Shopping Mall, Hoshangabad Road, Ahmedpur Bhopal (M.P) 462026, (hereinafter called "MPOL" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) acting through the **Chief Operating Officer; on one part,**

And

Devi Ahilya University, Indore, (hereinafter called "DAVV, Indore" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) whose address for service is **Devi Ahilya University, Indore** and represented by Registrar as the other part.



WHEREAS "MPONLINE LTD" is a Joint venture between Govt. of M.P. and Tata Consultancy Services, set up for the purpose of development, maintenance and management of the MPOnline portal for providing web based Government to citizen services; Government to Business services.

And WHEREAS the **REGISTRAR** of **DAVV** is desirous of delivering services to the Stakeholders through MPOnline Portal.

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

- **SCOPE OF WORK OF MPOL**

- Application Development
 - Application for Enrollment for Regular/ Private
 - Application for Examination for Regular/ Private
 - Know your Enrollment status.
 - Download Exam Admit Card
 - Application for Provisional Degree.
 - Application for Migration Certificate.
 - Application for Duplicate Marksheet.
 - Application for Re-totaling.
 - Application for viewing the Answer books.
 - UTD Entrance Exam
 - Download Entrance Admit Card
 - UTD Semester Fee
 - CET Registration Registration and counselling.
 - Student Information System (optional)
 - Online fees payment facility
 - Online Result Publishing and Marksheet Printing

- **VALIDITY**

The term of this service level agreement would be of Three Year from the date of agreement and shall effective from dated 1st May, 2015. The agreement may be further renewed for further like terms on the terms and conditions as may be mutually agreed to by the parties herein.

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.



- **HARDWARE AND SOFTWARE ENVIRONMENT**

MPOL will be responsible for hardware required for hosting developed application and will also provide hardware for actual lottery run. MPOnline will co-ordinate with vendors selected by MPOL for hardware, software and networking requirements for smooth execution of entire project

- **PAYMENT TERMS**

Mode of Payment (Portal Charges):

The portal charges which has been mutually agreed between MPOnline Limited, Bhopal and DAVV, Indore WOULD BE AS GIVEN BELOW:

The Portal charges of MPOnline for delivering the services through the portal have already decided as below description:

S.No	Type of Application	Portal Charge
1	For UTD/ CET Entrance	Rs.50/-
2	For Enrollment and Examinations	Rs.40/-
3	All counter base applications	Rs.30/-

The above portal charge will be given by the citizen for the applications. It is agreeable between the parties that the charges collected shall have additional service tax.

The collected amount (on behalf of DAVV) shall be deposited to the Bank Account of the DAVV by MPOnline Ltd. every Monday excluding Holidays.

* No additional charges for ^{online} result display / marksheet printing.



• **ORGANIZATIONAL INFORMATION & SERVICES**

The DAVV, Indore shall provide information to MPONLINE LTD about the services to be rendered by it to the Citizens. The information will be provided (in soft copy form) in a structured manner, as detailed here under:

- Organizational Goals / Main Objectives
 - Organization structure / Administrative layers
 - Functions performed.
 - Key Contacts- Office Address, telephone numbers, e-mails Ids
 - 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 arrange translation of 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 designate a Nodal Officer to identify the set of services to be rendered through MPONLINE LTD.

For each service, the following are the pre-requisites which have to be defined upfront by the Nodal Officer 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, Income Proof etc.) to be submitted by citizen as attachments (online and / or offline).
- Charges for the service, if any (to be borne by Citizen)
- Accepted modes of payment.



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

Nodal Officers

The Registrar will identify and appoint a Nodal Officer and his team with sufficient experience on functions and services of the organisation.

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 the DAVV including telephone numbers, e-mail Ids, addresses.
- Create / Register, update user-ids and Passwords for organization's functionaries.

• CHANGES /UPDATES TO PORTAL CONTENT

The MPONLINE LTD will provide an administrator screen / facility to the Nodal 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
- Changes to Key Contacts Information

The MPONLINE LTD will provide training to nodal officers to effect changes.



John M

• **PROCESSING OF SERVICE REQUESTS**

Service requests from Citizens shall be processed by MPOnline. Functionaries with predetermined timelines for every stage of processing a service request, at every stage. The table below gives the frequency and time span for specific activities in a typical on line request and its processing.

S. No.	SERVICE TASK	FREQUENCY	MAX. TIME FOR COMPLETION IN DAYS
1	Acknowledge- receipt of service request and attachments	Check every 3 rd day.	07 Working days
2	Scrutiny of Service requests/ and eligibility.	10 days	15 days
3	Verification of documents / attachment.	Part of scrutiny	
4	Intimation to requestor- discrepancies (if any) and additional information sought	10days	Within a max 15 days from the date of receipt
5	Processing of service request	Update status 10 days	15 days
6	Acknowledge payment receipt if any	Update status on date recd.	Within 3 days of receipt.
7	Approval and delivery of service- intimation to requestor	---	15 days from the date of receipt
8	Rejection of request with reasons thereof	----	15 days from the receipt.
9	Status update and request closure.	Check every hour	-----



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/ 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. Unscheduled outages will not exceed 1% of the time.
- Defects / Bugs in software (if any) noticed by DAVV 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

MPOOnline shall provide technical/functional support to portal users through help desk facility. **A dedicated call support team can be established to handle the queries exclusive for the Housing Board.**

Customer support is available from 8:30 am to 10:00 pm all seven days and 9:30 am to 6:30 pm on Holidays.

For any troubleshooting beyond office hours MPOOnline shall provide the contact Telephone numbers of service owners of MPOOnline, who shall be responsible for the services to the Department.

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

Training

Initiate centralised training on Portal services & operations to Nodal and other officers Training to colleges & Training of staff at University Campus.

• INTELLECTUAL PROPERTY RIGHTS

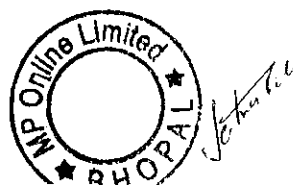
The Intellectual Property Rights (IPR) in all the deliverables and documentation developed hereunder and ownership of tools, technology and methodology used in the Project and all new inventions, ideas, developments conceived or developed by MPOL or Employees while providing services hereunder shall remain with department



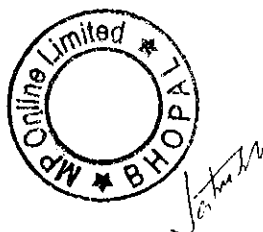
• TERMINATION

This Agreement may be terminated-

- by either party by giving the other party not less than 30 (thirty) days written notice of termination;
- forthwith if either party commits any material breach of any term of this Agreement and which in the case of a breach capable of being remedied, shall not have been remedied within 30 working days of written notice to remedy the same;
- forthwith by either party if the other shall convene a meeting of its creditors or if a proposal shall be made for a declaration as insolvent or a proposal for any other composition scheme or arrangement (or assignment for the benefit of its creditors), or if a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business assets of the other party or if an order is made or a resolution is passed for the purpose of the winding-up of the other party or for the making of an administration order (otherwise than for the purpose of amalgamation or reconstruction); by either party pursuant to Force Majeure.
- Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
- In the event of this Agreement being terminated, DEPARTMENT shall be liable to make payments of all the amount due under this Agreement up to the effective date of termination for which services have been rendered by MPOL and if it is a termination by the DEPARTMENT pursuant to sub clause (i) above, then DEPARTMENT shall, over and above any other payment to be made hereunder, also pay such termination compensation as may be decided by the parties to be reasonable in the circumstances.



- Forthwith on the expiry or earlier termination of this Agreement, each party shall, return to the other party all documents and materials, belonging to the other party with regard to this Agreement or shall, at the option of the disclosing party, destroy underwritten certification all documents or materials in connection with this Agreement in a manner that its subsequent retrieval by whatever means is rendered impossible.
- **CONFIDENTIALITY**
 - The contents of all the information related to the Lottery Work ("Project") either received by the MPOL or the information of the Project to which he has the access shall be treated as Confidential ("Confidential Information"). The Confidential Information is to be used by the MPOL, their directors, officers, employees, advisors, accountants, representatives, agents and such other persons for the purpose of the Project above and for no other purposes whatsoever.
 - The Confidential Information shall not be divulged or disclosed to any Person (which term shall be interpreted broadly to include, without limitation, any MPOL Partner, partnership or individual), other than such of the directors, officers, employees, advisors, accountants, representatives, agents and such other persons who directly have a need to know such Confidential Information in accordance with the intent and purpose of this MOU.

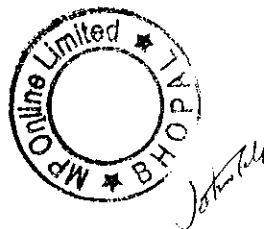


- **DISPUTE RESOLUTION / ARBITRATION**

- All disputes, differences, claims and demands arising under the contract shall be referred to the DIT, Government of Madhya Pradesh for their decision and the same shall be binding on all parties, unless either party makes a reference to arbitration proceedings, within sixty days of such decision.
- Department and MPOIL shall make every effort to resolve amicably through direct negotiation, any disagreement or dispute arising between them under or in connection with the work order as above. If any dispute arises between parties remained unresolved or is on aspects not covered by this Agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matter the decision of which is specially provided for by the general conditions, such disputes shall be referred to two arbitrators, one to be appointed by each party and the said arbitrators shall appoint an umpire in writing before entering into the reference and the award of the arbitration or umpire, as the case may be shall be final and binding on both the parties.
- The arbitrators or the umpire, as the case may be, with the consent of the parties, may modify the time frame for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Arbitration and Conciliation Act, 1996 or later and the rules framed thereunder and any statutory modification or re-enactment thereof. The arbitration proceeding shall be held in Bhopal, Madhya Pradesh.

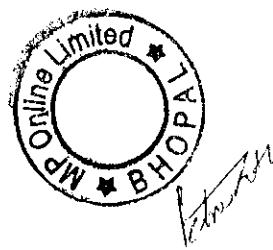
- **EXIT MANAGEMENT**

In the case of termination of the Project Implementation, the parties shall agree at that time whether, and if so during what period, the provisions of this clause shall apply. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this clause.



Confidential Information, Security and Data: MPOL will promptly on the commencement of the exit management period supply to the department, the following, namely:-

- All current and updated data as is reasonably required for purposes of Department transitioning the services to its Replacement in a readily available format nominated by the Department;
 - All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable Department,
 - Before the expiry of the exit management period, MPOL shall deliver to Department all new or up-dated materials and shall not retain any copies thereof, except that the MPOL shall be permitted to retain one copy of such materials for archival purposes only;
 - Before the expiry of the exit management period, unless otherwise provided under the Agreement, Department shall deliver to the MPOL all forms of MPOL confidential information, which is in the possession or control of Department or its users.
- **FORCE MAJEURE**
- If either party is prevented, restricted, delayed or interfered by reason of- Fire, explosion, cyclone, floods; or
 - War, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, civil war, acts of public enemies, blockage or embargo; or
 - Rebellion, revolution, insurrection, mutiny, usurpation of civil or military Government, conspiracy, riot, civil commotion, and terrorist acts; or
 - Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any Government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or National Government authority; or



- Sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague; or
- Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrictive trade practices or regulations; or
- Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein; or
- Any other circumstances beyond the control of the party affected.

Then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

However, MPOL shall be entitled to receive payments for all services fully rendered by it under this Agreement.

- **LEGAL JURISDICTION**

Both the parties agree and accept that the agreement shall be construed and enforced in accordance with the laws of the State of Madhya Pradesh / or the Laws of India so far as it applies to the contracts negotiated, executed delivered and performed solely within such jurisdiction.

This agreement shall be subject to the Jurisdiction of Bhopal, District Court only.

- **MISCELLANEOUS**

- **WAIVER**

The failure, with or without intent, of any Party to insist upon the performance (in strict conformity with the literal requirements) by the



other Party, of any term or stipulation of this Agreement, shall not be treated as, or be deemed to constitute a modification of any terms or stipulations of this Agreement. Nor shall such failure or election be deemed to constitute a waiver of the right of such Party, at any time whatsoever thereafter, to insist upon performance by the other, strictly in accordance with any terms or provisions hereof. All terms, conditions and obligations under this agreement shall remain in full force and effect at all times during the subsistence of this agreement except where otherwise amended or modified by them by mutual written Agreement

ENTIRE AGREEMENT

The Parties confirm and acknowledge that this agreement shall constitute the entire agreement between them and shall supersede and override all previous communications, either oral or written, between the Parties with respect to the subject matter of this Agreement, and no agreement or understanding varying or extending the same shall be binding varying or extending the same shall be binding upon any Party unless arising out of the specific provisions of this Agreement. The Parties acknowledge and agree that neither of the parties is entering into this agreement on the basis of any representations or promises not expressly contained herein.

SEVERABILITY

Should any part of this agreement be declared illegal or unenforceable, the Parties will co-operate in all ways open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this Agreement. The cost thereof, if any, will be borne by individual parties.

EXPENSES

The parties hereto shall bear their own expenses (including without limitation, attorney's fees), in connection with the negotiation, preparation and execution of this agreement and any amendments or other documents or instruments relating hereto and the transactions contemplated hereby.



NOTICES

Any notice under this Agreement shall be in writing and shall be addressed to the Secretary or to MPOOnline at the address mentioned hereinbefore and for proving the service it shall be sufficient to show that the envelope containing the notice was properly addressed and posted. Any notice shall be sent by registered post AD to the address of the DAVV, Indore or to MPOOnline at the address mentioned above:

- **LIMITATION OF LIABILITY**

Neither Party shall be liable for any indirect, incidental, special, punitive or consequential damages or any loss of profits, revenue, data or data use. MPOOnline's maximum liability for any damages arising out of or related to this agreement whether in contract or tort or, otherwise shall be limited to the amount of fees received by MPOOnline during the term of contract before the date of claim under this Agreement.

- **MODIFICATION OF THE AGREEMENT**

No amendment, modification or addition to this agreement shall be effective or binding on either of the Parties unless set forth in writing and executed by them through their duly authorized representatives; and subject to obtaining the requisite approvals, if any, following such execution.



IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR RESPECTIVE HANDS ON THE DATE FIRST ABOVE WRITTEN.

Signature



For, MPOnline Limited

Satnam Singh Seethi

In presence of witnesses:-

• Name: Abhaey Kashi




Signature

For MPOL

Dated:



Place: Bhopal



Signature
Dr. Ashesh Tiwari
Devi Ahilya Vishwavidyalaya
INDORE

For, Devi Ahilya University, Indore

Name : Dr. Ashesh Tiwari



Signature

For DAVV, Indore