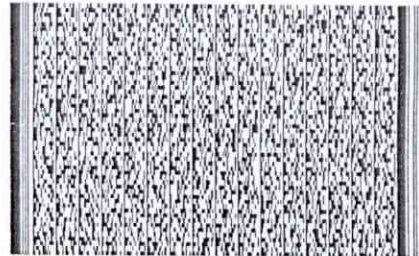




Registration and Stamp Department  
Madhya Pradesh



Certificate of Stamp Duty

E-Stamp Details

E-Stamp Code 01010504122019002936  
Total E-Stamp Amount 500  
Govt. Stamp Duty (Rs.) 500 Municipality Duty (Rs.) 0  
Janpad Duty (Rs.) 0 Upkar Amount (Rs.) 0  
Exempted Amount(Rs.) 0  
E-Stamp Type NON-JUDICIAL  
Issue Date & Time 04/12/2019 13:03:11  
Service Provider or Issuer Details RAKESH GUPTA/SP010541706201500081  
SP/SRO/DRO/HO Details SHOP NO 8 CHETAK COMPLEX. ZONE - 2 , MP NAGAR BHOPAL , 462011 HUZUR BHOPAL

Deed Details

Deed Type Agreement or Memorandum of an agreement  
Deed Instrument If not otherwise provided for- Five hundred rupees.  
Purpose Agreement and this E-Stamp not for use of any immovable/movable property sale purchase agreement

First Party Details

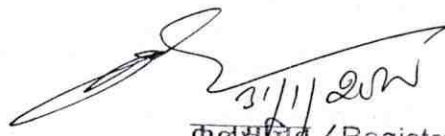
Organization Name MPONLINE LIMITED  
Address OFFICE AT :- OB-14 TO 17, 4TH FLOOR, DB CITY CORPORATE PARK, ARERA HILLS, OPP. ZONE-I, M.P. NAGAR, BHOPAL Madhya Pradesh INDIA  
Number of Persons 1

Second Party Details

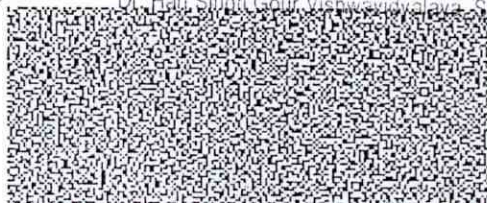
Organization Name DR HARISINGH GOUR UNIVERISTY  
Address OFFICE AT:- SAGAR Madhya Pradesh INDIA  
Number of Persons 1

Agreement and this e-stamp not for use of any immovable/movable property sale purchase agreement

Digitally signed by RAKESH  
GUPTA  
Date: 2019.12.04 13:03:14  
IST

  
कुलसचिव / Registrar

डॉ. हरीसिंह गौर विश्वविद्यालय, सागर (म.प्र.)  
Dr. Hari Singh Gour Vishwavidyalaya, Sagar (M.P.)



# **Service Level Agreement**

**Between**

**Dr. Hari Singh Gour University (DHSGU),  
Sagar (MP)**

**and**

**MPOnline Limited**



A handwritten signature is located at the bottom center of the page.

A handwritten signature and the date "51/1/20" are located at the bottom right of the page.

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| 9. Signatures.....                   | 7 |



*[Handwritten signature]*

*[Handwritten signature]*  
कुलसचिव / Registrar  
डॉ. हरीसिंह गौर विश्वविद्यालय, सागर (म.प्र.)  
Dr. Hari Singh Gour Vishwavidyalaya, Sagar (M.P.)

**CONFIDENTIAL**  
**Service Level Agreement**

## 1. Confidentiality Statement

This document pertains to University system that contains confidential information related to student life cycle of Dr. Hari Singh Gour University (DHSGU), Sagar.

## 2. Parties and Timeline

This service level agreement is between the **DHSGU** and **MPO** for a period of three years from 21<sup>st</sup> Dec 2019.

- This service level agreement is effective as of the date of the signatures below. The MPO and the **DHSGU** agree for quarterly review of requirement/performance or as may be needed to determine if any modifications or amendments are needed in the service under this agreement.
- The purpose of this service level agreement is also to document the list of service delivery of the University System (Services listed in the Service Catalogue below).
- SLA can be renewed before the expiry date if DHSGU wishes to renew it. Otherwise, all the services will be stopped on the SLA expiry date.

## 3. Service Catalogue

The MPO will provide the following services to the DHSGU:

| Service             | Description Scope of Work                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sub-domain          | MPO will create/ maintain a separate sub domain for <b>DHSGU</b> .<br>(Example= <a href="https://dhsgu.mponline.gov.in">https://dhsgu.mponline.gov.in</a> )                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| University Services | <ul style="list-style-type: none"><li>• Provision of DHSG Univ. subdomain on MPO Portal (<a href="https://dhsgu.mponline.gov.in">dhsgu.mponline.gov.in</a>)</li><li>• Development of Login creation for Affiliated Colleges and the University Users</li><li>• Application for Enrollment and its sub applications at Student, College and Univ. users' level</li><li>• Application for Examination and its sub applications at Student, College and Univ. users' level.</li><li>• Track your Enrollment status.</li><li>• Download Exam Admit Card and its sub applications at Student, College and Univ. users.</li><li>• Roll No. Generation/ Attendance sheet</li><li>• Examination Centre Allocation and its sub applications at College and Univ. user</li><li>• Marks Entry – Sessional and Practical and its sub applications College and Univ. user</li></ul> |

**CONFIDENTIAL**  
**Service Level Agreement**

|                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                               | <ul style="list-style-type: none"> <li>• Application for Provisional Degree and its sub applications</li> <li>• Application for Migration Certificate and its sub applications</li> <li>• Application for Duplicate Marksheet and its sub applications</li> <li>• Application for Re-totaling and its sub applications</li> <li>• Application for viewing the Answer books and its sub applications</li> <li>• All types of Online fees payment facility</li> <li>• Provided University login level at – Student, Colleges, UTDs, various sections of the Univ. and Univ. Admin.</li> <li>• Various MIS reports – at all level – count 15</li> <li>• Various Logins at the level of at Govt./ Private College / Various Deptt. of Univ. and VC / Registrar / Finance Dashboard and Student Login.</li> </ul> |
| <b>Online Admission Process module for UTD</b>                | The student can fill online admission form and pay the requisite fee online.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Online Admission Process module for Affiliated College</b> | The student can fill online admission form, counselling and pay the requisite fee online.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Online Approval Facilities</b>                             | All type Document verification process at G2G at 3 level i.e. College, Admission Cell of Univ. and Admin.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Online payment facilities</b>                              | All type fee payment facilities.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Other module</b>                                           | Online Edit Module<br>Online Approval Facilities<br>Online Entrance Application form for all course<br>Pay-unpaid / View Receipt<br>Exam Attendance sheet<br>MIS reports / Data repository<br>Finance login and tools<br>Student Login – Student Information System (SIS)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

#### 4. Commercial

- **Portal Charge** MPO will charge the following portal fee, which will be borne by the candidates while availing the online services.

| # | Type of Application                                  | Portal Charge<br>*excluding taxes |
|---|------------------------------------------------------|-----------------------------------|
| 1 | UTD/ CET Entrance Module                             | Rs.50/-                           |
| 2 | UG /PG Admission counselling for Affiliated colleges | Rs.100/-                          |
| 3 | For Registration, Enrolment and Examination form     | Rs.40/-                           |
| 4 | All Counter Base Applications                        | Rs.30/-                           |

The above portal charge will be given by the students for the applications.

The amount collected on behalf of DHSGU shall be deposited in the Bank Account of the DHSGU by MPOnline Ltd. at T+1 (transaction + 1 working day) excluding Sundays and State Govt. and Bank Holidays.

#### 5. Training and Support

**CONFIDENTIAL**  
**Service Level Agreement**

MPOne shall provide instructor for the centralised training (if so required) on the related services & operations to the Nodal officer and representatives from department at a venue to be provided by DHSGU. MPOne shall provide technical / functional support to the portal users through customer care facility at MPOne. Customer support at MPOne, Bhopal is available from 8:30AM to 09:00PM all working days and 10:00AM to 5:00PM on Holidays. For any troubleshooting beyond office hours MPO and DHSGU shall provide the contact Telephone numbers of service owners having the required knowledge.

## **6. Nodal Officers**

The DHSGU will assign a Nodal Officer/ OSD and his team with sufficient experience on functions and services of the departments. Their responsibilities are:

- Facilitate/liase with MPOne on the University services.
- Provide all related information as required for the services. Information like master data – courses and paper with codes, colleges/ UTD list with running course with code, seat, duration, course eligibility, result data with code, all codes mapping by the Univ.
- Changes/updates of departmental information on portal (time to time).
- Ensure sufficient time to deliver/develop new services and freeze the functionality of the process with the University Committee and then inform the same to MPOne for the development.
- All the information to be provided by DHSGU shall be in the form of softcopy (editable/updatable).

## **7. Intellectual property rights**

All the output reports and data maintained in the system shall belong to DHSGU, however the Intellectual Property Rights (IPR) of the system being developed, ownership of tools, technology and methodology used in the Project shall remain with MPO.

## **8. SLA Termination**

The current system is being developed is under current agreement for 3 years during which it cannot be terminated without completing at least one full academic year. However, subsequently 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;
- 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.

**CONFIDENTIAL**  
**Service Level Agreement**

- Forthwith on the expiry or earlier termination of this Agreement, each party shall, return to the other party all documents and materials, if any, 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.

## 9. Other Important points to be implemented:

- Data ownership will remain with the University.
- MPO will provide with different kinds of reports needed by the University
- SSL Certificates, Portal Safety measures, Server Load balancers and all services related to portal will be provided by MPO. MPO must ensure 99% server up time.
- During admission process, fees to the college shall be provided within suggested time.
- Transaction failed or any double payment shall be returned to particular student/ college.

The MPO and the DHSGU agree to the service levels and terms outlined in this agreement.

For the MPO,

Signature: 

Name: Rajeev Sisaudia

Designation: Chief Operating Officer

Date: \_\_\_\_\_

Place: Bhopal

For the DHSGU,

Signature:  कुलसचिव / Registrar

Name: डॉ. हरीशंघ गौर विश्वविद्यालय, सागर (म.प्र.)  
Dr. Hari Singh Gour Vishwavidyalaya, Sagar (M.P.)

Designation: Registrar

Date: \_\_\_\_\_

Place: Sagar





CONFIDENTIAL  
Service Level Agreement

In presence of

Signature: Abhay

Name: Abhay Kumar Karn

Designation: Business Head

Signature: [Signature]

Name: कुलसचिव / Registrar  
डॉ. हरीसिंह गौर विश्वविद्यालय, सागर (म.प्र.)  
Dr. Hari Singh Gour Vishwavidyalaya, Sagar (M.P.)

Designation: \_\_\_\_\_

[Signature]





# Registration and Stamp Department Madhya Pradesh

## Certificate of Stamp Duty

### E-Stamp Details

E-Stamp Code 01010506122018000843  
Total E-Stamp Amount 500  
Govt. Stamp Duty (Rs.) 500 Municipality Duty (Rs.) 0  
Janpad Duty (Rs.) 0 Upkar Amount (Rs.) 0  
Exempted Amount(Rs.) 0  
E-Stamp Type NON-JUDICIAL  
Issue Date & Time 06/12/2018 11:36:46  
Service Provider or Issuer Details RAKESH GUPTA/SP010541706201500081  
SP/SRO/DRO/HO Details SHOP NO 8 CHETAK COMPLEX, ZONE - 2, MP NAGAR BHOPAL, 462011 HUZUR BHOPAL

### Deed Details

Deed Type Agreement or Memorandum of an agreement  
Deed Instrument If not otherwise provided for- Five hundred rupees.  
Purpose Agreement

### First Party Details

Organization Name MPOnline Limited  
Address Office at:- DB City Mall, Bhopal BHOPAL Madhya Pradesh INDIA  
Number of Persons 1

### Second Party Details

Organization Name Dr Hari Singh Gour University  
Address University Road Sagar SAGAR Madhya Pradesh INDIA  
Number of Persons 1

Agreement deed attached herewith

Digitally signed by RAKESH  
GUPTA  
Date: 2018.12.06 11:36:49  
IST



**SERVICE LEVEL AGREEMENT FOR**

**University Online System**

**between MPOnline Ltd**

**AND**

**Dr. Hari Singh Gour University (DHSGU),**

**Sagar (MP)**



## Revision History

| Revision # | Date      | Author          | Reviewer       | Approver        | Comment     |
|------------|-----------|-----------------|----------------|-----------------|-------------|
| 1.1        | 05-Dec-18 | Prashant Thakur | Abhay Kr. Karn | Rajeev Sisaudia | SLA (DHSGU) |
|            |           |                 |                |                 |             |

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**CONFIDENTIAL**  
**Service Level Agreement**

This Agreement is made on this 22<sup>nd</sup> of December Month of year 2018 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

DR. HARISINGH GOUR VISHWAVIDYALAYA, SAGAR, (hereinafter called "DHSGU, SAGAR" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) whose address for service is Dr. Harisingh Gour Vishwavidyalaya, Sagar 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 MPOne portal for providing web based Government to citizen services; Government to Business services.

And

WHEREAS the REGISTRAR of DHSGU is desirous of delivering services to the Stakeholders through MPOne Portal.

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

## 1. Service Catalogue

The MPO will provide the following services to the **DHSGU**:

| Service                                                | Description                                                                                                                                      |
|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Sub-domain                                             | We will create a separate sub domain for <b>DHSGU</b> .<br>(Example= <a href="https://dhsgu.mponline.gov.in">https://dhsgu.mponline.gov.in</a> ) |
| Online Admission Process module for UTD                | The student can fill online admission form and pay the requisite fee online.                                                                     |
| Online Admission Process module for Affiliated College | The student can fill online admission form, counselling and pay the requisite fee online.                                                        |
| Online Approval Facilities                             | All type Document verification process at G2G level.                                                                                             |
| Online payment facilities                              | All type fee payment facilities.                                                                                                                 |
| Enrollment form                                        | The student can fill Online Enrolment form                                                                                                       |
| Enrollment generation                                  | Enrolment generation process at G2G level                                                                                                        |

**CONFIDENTIAL**  
**Service Level Agreement**

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Examination form module | Online Exam form filling process, Fee payment, Admit Card, Attendance sheet, exam center allocation, paper numeric, CBCS based process and various types of reports                                                                                                                                                                                                                                                                                  |
| Other module            | Online Edit Module<br>Online Approval Facilities<br>Marks Entry module<br>Online Entrance Application form for all course<br>Pay-unpaid / View Receipt<br>Exam Attendance sheet<br>MIS reports / Data repository<br>Finance login and tools<br>College/Center Kiosk conversion<br>Counter Base Applications – degree, migration, provisional, reval etc<br>Student Login – Student Information System (SIS)<br>All types of Online payment, facility |

## 2. Commercial.

- **Portal Charge** MPO will charge the following portal fee, which will be borne by the candidates while availing the services online.

| S.NO | Type of Application                                  | Portal Charge<br>*excluding taxes |
|------|------------------------------------------------------|-----------------------------------|
| 1    | UTD/ CET Entrance Module                             | Rs.50/-                           |
| 2    | UG /PG Admission counselling for Affiliated colleges | Rs.100/-                          |
| 3    | For Registration, Enrolment and Examination form     | Rs.40/-                           |
| 4    | All Counter Base Applications                        | Rs.30/-                           |

**NOTE:** - \*presently no GST/ Tax is applicable on student educational services as per the Indian Government Rule. As and when the policy changes, the same shall be applied to the portal charges.

The Collected amount (on behalf of DHSGU) shall be deposited to the Bank Account of the DHSGU by MPOnline Ltd. on T+1 every working Day excluding Holidays and State Govt. and Bank Holidays.

## 3. Confidentiality Statement

- This document contains confidential and proprietary information of **MPOnline (MPO) Limited** and **Dr. Hari Singh Gour University (DHSGU), Sagar** which must be kept confidential. Duplication or use other than for evaluation purposes in connection with negotiating and implementing a definitive written agreement for the provision of application maintenance outsourcing services is strictly

prohibited. This document must be returned to the MPO in the event such an agreement is not enacted.

## **4. Intellectual Property Rights (IPR)**

- The entire students' data gathered and as represented in reports shall be the Intellectual Property (IPR) of **DHSGU**.
- The tools and platform (hardware and software) used for development and code so developed by MPO and its employees for executing of this agreement shall remain the IPR of MPO.

## **5. Timeline**

This service level agreement shall be valid for 1 year from 22-Dec-2018 to 21-Dec-2019.

The MPO and the **DHSGU** shall review the mutual performance quarterly to determine if any modifications or amendments are needed to support requirements and **DHSGU**'s services.

- The purpose of this service level agreement is to document the service delivery of the MPO to the **DHSGU**. The MPO shall deliver the services set forth in this document.
- If the University wants to renew this SLA, it can be renewed before the expiry date. Otherwise, all the services will be stopped on the SLA expiry date.

## **6. Reporting**

The following processes will be used in order to manage the application maintenance outsourcing agreement:

### **6.1. Quarterly Status Report**

The MPO to provide the **DHSGU** with a quarterly status report that gives an overall summary of the following:

- Project status report at G2G login
- Upcoming milestones and releases
- Bug fixes
- Risk identification and mitigation plan
- Reporting will be done via email/ video conference or meeting in person with designated Nodal Officer.
- Capturing issues and items needing escalation and closure.
- The SLA will be reviewed with the Nodal Officer involved and an amendment addendum will be created if required

## **6.2. Application Availability**

Application will be available 95% or above excluding the following:-

- During the development asked for specific services.
- During the server maintenance (Intimation will be given in advance).
- Daily data back-up between 12:00AM to 08:00AM
- During the year end process from 05:00pm of 31<sup>st</sup> March to 09:00am of 1<sup>st</sup> April.

## **7. Application Enhancement**

Application enhancement may be required to accommodate new enhancement or changes as may be needed by DHSGU.

The full requirement for any enhancement needs to be given by the **DHSGU** so that enhancement can be done efficiently. Any changes to the given requirement shall increase the development and black out period.

Application enhancements can be requested by the DHSGU or suggested by **MPO**. The MPO will prioritize the order in which enhancements are performed.

### **7.1. Project Management**

The MPO is expected to manage application enhancement projects in a structured, organized, and cost-effective manner. For this MPO will need all the requirements in the framed timeline from DHSGU, any delay in it will delay the project/ enhancement.

### **7.2. Support**

MPOnline shall provide technical/ functional support to portal users through help desk facility at MPOnline.

Customer support at MPOnline, Bhopal is available from 9:00 am to 9:00 pm all working days and 10:00 am to 5:00 pm on holidays.

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

## 10. 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;
- 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.
- Forthwith on the expiry or earlier termination of this Agreement, each party shall, return to the other party all documents and materials, if any, 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.

CONFIDENTIAL



27/12/18

## 8. Training

MPOnline shall provide centralised training at Sagar (venue to be decided by DHSGU) before the application go live on the related services & operations to the Nodal officer and representatives from various Regional/ Study Centers under the University.

## 9. Nodal Officers

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

Responsibilities of the Nodal Officer:

- Facilitate/liase with MPOne Ltd on the organization's services to a candidate.
- Ensure update of information on the Portal about the department.
- Provide contact details of key functionaries at the DHSGU including telephone numbers, e-mail ids, addresses.
- Create / Register, update user-ids and Passwords for departments' functionaries.
- CHANGES /UPDATES TO DEPARTMENTAL INFORMATION ON PORTAL
- For enabling of various online forms like enrolment, examination, all counter base applications, counselling module form, prior intimation has to given by the DHSGU. To ensure the readiness of all pre-requisites of such form to go live eg. schemes, result, master data etc. so that MPOne is able to configure the same well in time.

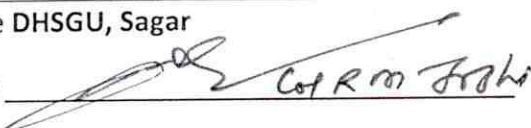
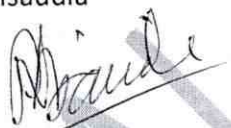
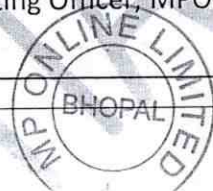
The MPONLINE LTD will provide an administrator screen/ facility to the Nodal officer of DHSGU, deputed by Registrar for the purposes of:

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

The MPONLINE LTD will provide one-time training to nodal officer to enable the services.

## 11. Signatures

The DHSGU and the MPO agree to the service levels and terms outlined in this agreement.

|                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>For the DHSGU, Sagar</b><br>Name: <u></u><br>Signature: <u></u><br>Title: <u>Registrar</u><br>Date: <u>22/12/18</u> | <b>For the MPOOnline, Bhopal</b><br>Name: Rajeev Sisaudia<br>Signature: <u></u><br>Title: Chief Operating Officer, MPOOnline Limited<br>Date: <u></u> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

In presence of witnesses:-

Name: \_\_\_\_\_

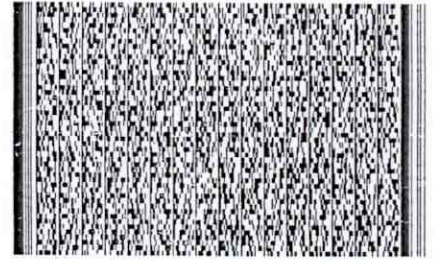
Signature: \_\_\_\_\_

Name: Ashay Keshu

Signature: 



Registration and Stamp Department  
Madhya Pradesh



Certificate of Stamp Duty

E-Stamp Details

E-Stamp Code 01010527012016001920  
Total E-Stamp Amount 500  
Govt. Stamp Duty (Rs.) 500 Municipality Duty (Rs.) 0  
Janpad Duty (Rs.) 0 Upkar Amount (Rs.) 0  
Exempted Amount(Rs.) 0  
E-Stamp Type NON-JUDICIAL  
Issue Date & Time 27/01/2016 12:01:07 PM  
Service Provider or Issuer Details RAKESH GUPTA/SP010541706201500081  
SP/SRO/DRO/HO Details SHOP NO 8 CHETAK COMPLEX. ZONE - 2 , MP NAGAR BHOPAL , 462011 HUZUR BHOPAL

Deed Details

Deed Type Agreement or Memorandum of an agreement  
Deed Instrument If not otherwise provided for- Five hundred rupees.  
Purpose Agreement

First Party Details

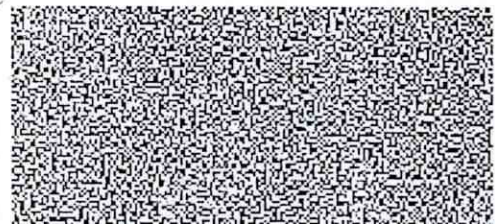
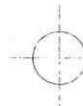
Organization Name MPOnline Limited  
Address Nirupam Shopping Mall, Bhopal BHOPAL Madhya Pradesh INDIA  
Number of Persons 1

Second Party Details

Organization Name Registrar Dr Hari Singh Gour University Sagar  
Address Dr. Hari Singh Gour University, Sagar SAGAR Madhya Pradesh INDIA  
Number of Persons 1

Agreement deed attached

Digitally signed by Rakesh  
Gupta  
Date: 2016.01.27 12:32:31  
PST



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**SERVICE LEVEL AGREEMENT**  
**MEMORANDUM OF UNDERSTANDING (MOU)**

This Agreement is made on this **24<sup>th</sup>** of **December** Month of year 2015 by and between:

**MPOnline Limited (MPOL)** - a company incorporated under the Companies Act, 1956 and having its Corporate **office at 2<sup>nd</sup> 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

**DR. HARISINGH GOUR VISHWAVIDYALAYA, SAGAR** , (hereinafter called "**DHSGU, SAGAR**" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) whose address for service is **Dr. Harisingh Gour Vishwavidyalaya, Sagar** 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 MPOne portal for providing web based Government to citizen services; Government to Business services.

And WHEREAS the **REGISTRAR** of DHSGU is desirous of delivering services to the Stakeholders through MPOne 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 module for Regular/ Private
  - Application for Examination module 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
- Recruitment applications

#### • **VALIDITY**

The term of this service level agreement would be of Three Years from the date of agreement and shall effective from dated 22<sup>nd</sup> DEC, 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 & Fee of DHSGU):**

The portal charges which has been mutually agreed between MPOnline Limited, Bhopal and **DR. HARISINGH GOUR VISHWAVIDYALAYA, SAGAR 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                                   | Rs.50/-       |
| 2    | For Registratiion, 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 DHSGU) shall be deposited to the Bank Account of the DHSGU by MPOnline Ltd. at transaction + 4th working days excluding Sundays and State Govt. Holidays.

### • ORGANIZATIONAL INFORMATION & SERVICES

The DHSGU, Sagar 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

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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.

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- Provide contact details of key functionaries at the DHSGU 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 DHSGU, Sagar deputed by Commissioner 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.

#### • **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 <sup>rd</sup> day. | 07 Working days                  |
| 2      | Scrutiny of Service requests/ and eligibility.          | 10 days                          | 15 days                          |

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

MPOne 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 MPOne shall provide the contact Telephone numbers of service owners of MPOne, 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 MPOL 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.



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## **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.

*M. S.*

- **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 MPOnline 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 DHSGU, Sagar or to MPOnline at the address mentioned above:

- **LIMITATION OF LIABILITY**

Neither Party shall liable for any indirect, incidental, special, punitive or consequential damages or any loss of profits, revenue, data or data use. MPOnline'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 MPOnline 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.

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

Signature

  
(Satnam Singh Sethi)  
Chief Operating Officer  
For MPOnline Limited

Signature

  
Registrar 30/3/16  
For Dr. H.S. Gour Vishwavidyalay  
Dr. Harisingh Gour  
Vishwavidyalaya Sagar (M. P.)

In presence of witnesses:-

Name: Abhay Kr. Karn

Name: Mr. P. M. P. P.

  
Signature

  
Signature

For MPOL

For DHSGU, SAGAR

Dated:

Place: Bhopal