



MKCL

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MAHARASHTRA KNOWLEDGE CORPORATION

CIN: U80302 PN2001 PLC135348

M 85

**Yashwantrao Chavan Maharashtra Open University
Dnyangangotri, Near Gangapur Dam,
Nashik 422 222**

Date: December 13, 2017
Ref.: P: MKCL: DU-BDP:YCMOU-SFC:2017-18

Sub.: Memorandum of Understanding (MoU) dated December 13, 2017 between Yashwantrao Chavan Maharashtra Open University (YCMOU) and Maharashtra Knowledge Corporation Limited (MKCL) regarding establishing Student Facilitation Centre (SFC) in the University.

Dear Sir / Ma'am,

This is regarding MoU dated December 13, 2017 executed between YCMOU and MKCL regarding establishing SFC in the University.

Pursuant to Clause no. 2.1 of the said MoU, we nominate **Mr. Nishikant Patil**, Business Account Manager, as Project Coordinator, who will be a single point of contact for all activities regarding this MoU. This nomination shall be valid till further communication.

Contact details of **Mr. Nishikant Patil**, are as follows:

Mr. Nishikant Patil, Business Account Manager
Contact No.: 9860776529 Email: nishikantp@mkcl.org
Address: Maharashtra Knowledge Corporation Limited (MKCL)
ICC Trade Tower, 6th Floor, Senapati Bapat Road, Shivajinagar, Pune – 411 016

In order to have better coordination of activities during execution phase of the project, we kindly request you to ensure that every communication made with single point of contact is also marked to Mr. Sandeep Chiplunkar, General Manager (DU-BDP and OASIS-BDP).

Contact details of **Mr. Sandeep Chiplunkar**, are as follows:

Mr. Sandeep Chiplunkar, General Manager – DU-BDP and OASIS-BDP
Contact No.: 9370287497 Email: sandeepc@mkcl.org
Address: Maharashtra Knowledge Corporation Limited (MKCL)
ICC Trade Tower, 6th Floor, Senapati Bapat Road, Shivajinagar, Pune – 411 016

May I request you to kindly intimate us name and contact details of the Project Coordinator appointed by University who will act as a single point contact with MKCL for all activities regarding this Project?

With regards,

Sincerely yours,

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Dr. Aatul Wadegaonkar
Sr. General Manager, DU-BDP



*Smu
MKCL*

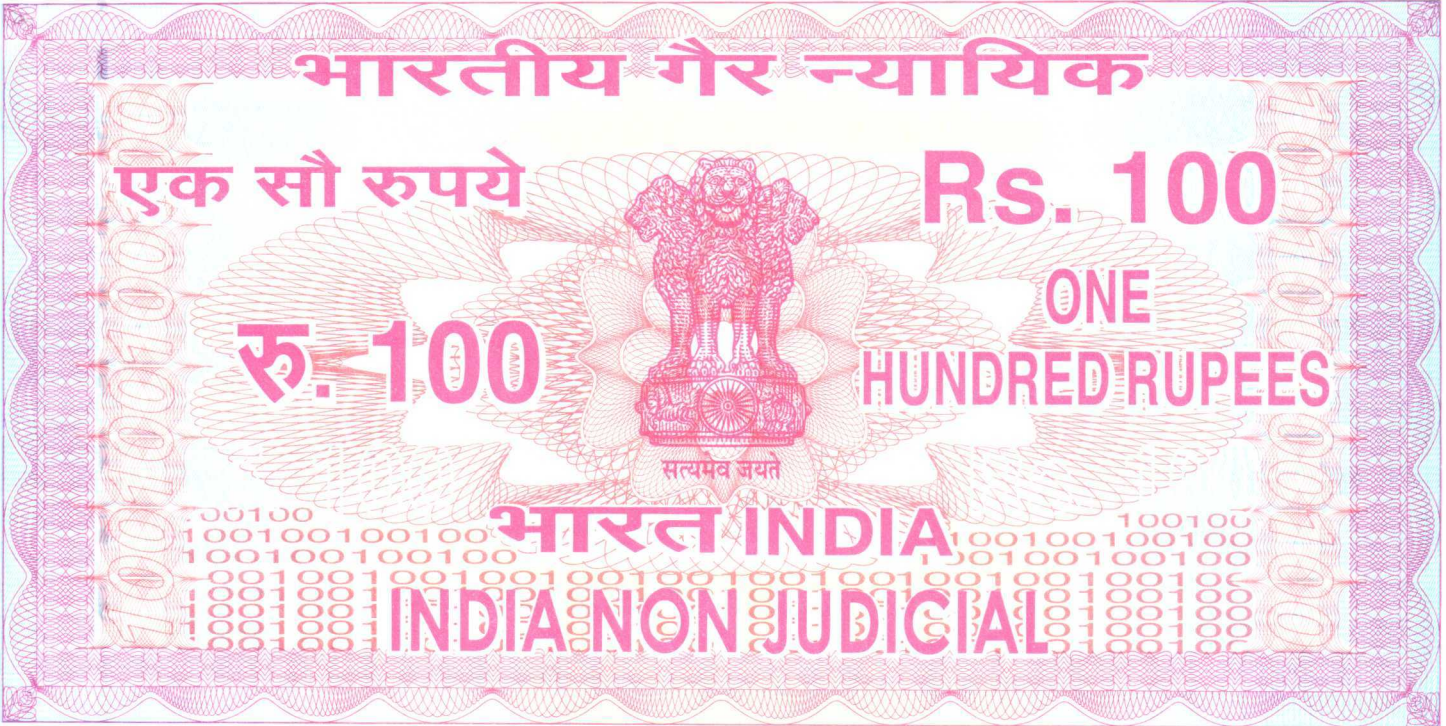
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महाराष्ट्र MAHARASHTRA

2017

SM 419980

669 दि. 12/12/17 मु. शु. रकम. 100x2=200/-

परिष्कार प्रकार Agreement
दस्तावेज नोंदणी करणार आहेत का? होय/नाही

मुद्रांक दिकत घेणाऱ्याचे नांव MKCL

पत्ता S. B. Road, Pune-16

हस्ताक्षर करणाऱ्याचे नांव व पत्ता M. Shaikh Kasarwadi, Pune

श्री. अरविंद क. जाधवकर
परवाना क्र. 2204929
मुद्रांक विकत घेणाऱ्याची राहणी अफम सोसा. नं. 9, मॉडेल कॉलनी, पुणे-16



ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांचा त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून 6 महिन्यात वापरणे बंधनकारक आहे.

MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding is made on 13th day of the month of December in the year 2017 at PUNE.

For Yashwantrao Chavan Maharashtra Open University

For Maharashtra Knowledge Corporation Limited

[Signature]
Registrar
Registrar

[Signature]
Dr. Aatul Wadegaonkar
Sr. General Manager, DU-BDP *[Signature]*

BETWEEN

Yashwantrao Chavan Maharashtra Open University, Dnyangangotri, Near Gangapur Dam, Nashik 422 222, acting through its Authorized Signatory, Registrar, (hereinafter referred to as 'the University' which term shall so far as the context admits be deemed to mean and include its successors and assigns) through the Registrar of the first Part.

AND

Maharashtra Knowledge Corporation Limited, a Company incorporated under the Companies Act, 1956, having CIN U80302PN2001 PLC135348 and having its registered address as ICC Trade Tower, 'A' Wing, 5th Floor, Senapati Bapat Road, Shivajinagar, Pune 411 016, Maharashtra. INDIA., acting through its authorized signatory, Dr. Aatul Wadegaonkar, Sr. General Manager – Digital University Business Development Program (DU-BDP) hereinafter referred to as 'MKCL' (which expression, unless repugnant to the context or meaning thereof, shall mean and include its nominees, successors, administrators, executors and assignees), as the party of the Second part.

WHEREAS the University is keen to establish a Student Facilitation Center in the University (hereinafter referred as 'SFC') to facilitate its students, staff and its affiliated Study Centers,

AND WHEREAS MKCL has approached the University to provide the requisite manpower for managing the SFC and the University has accepted MKCL's proposal,

NOW THEREFORE the parties hereto with a view to synergize their strengths in the interests of the students, staff of the University and its affiliated Study Centers, agree to enter into a Memorandum of Understanding (hereinafter referred to as 'MoU') specifying the scope, their rights, responsibilities and arrangements as herein below:

NOW THIS MoU WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1 Introduction

'eSuidha' scheme has been implemented in the University from the academic year 2007-08. With large number of students and Study Centers under the framework, and mark entry process being decentralized, it is essential to have dedicated team of expert technical persons at University to provide all the necessary support to students registered with the University. Further as per clause 2 of MoU signed by and between MKCL and University for effective implementation of eSuidha scheme University shall establish with necessary manpower a Call Center-cum-Student Facilitation Center in the premises of University to provide telephonic/face-to-face support to students and resolve their queries during the time of admission and examination.


In view of above and considering scarcity of trained technical staff at University the operations of SFC are out sourced to MKCL hereunder.

2 Scope

This MOU contains the modalities, terms and conditions for providing the trained technical human resources to operate SFC established by University. MKCL will be responsible to provide technical support to effectively deliver services through Digital University software framework.

For Yashwantrao Chavan Maharashtra Open University

For Maharashtra Knowledge Corporation Limited


Registrar.....
Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222


Dr. Aatul Wadegaonkar
Sr. General Manager, DU-BDP 

3 Roles and Responsibilities

Under the terms of this MOU, Responsibilities of University and MKCL are as follows:

Legends: I – Initiator, R – Responder

Sr. No.	Role	Responsibilities of University	Role	Responsibilities of MKCL
1	I	Provide Nodal Officer who will act as a single point of contact for all activities regarding SFC. He will be responsible for approving or obtaining necessary sanctions / approvals / acceptance and will monitor the progress of the project and facilitate communication between various sections of University, affiliated Study Centers and SFC.	I	Provide a Project coordinator who will act as a single point of contact for all activities regarding Student Facilitation Center (SFC).
2	R	Arrange / procure and establish, as specified by MKCL, the required Infrastructure and Computing resources for SFC well in advance so as to start the SFC in the University. Also Arrange all necessary stationery, consumables such as paper, printer cartridges, ribbons, CDs, DVDs, Floppies etc. University will be responsible to maintain all infrastructure.	I	Specify the Infrastructure, Computing resources to be arranged / procured by the University for SFC.
3		----- NIL -----	I	Appoint a team of One Supervisor and two project associates for operationalizing of SFC.
4	R	The services of the man power provided by MKCL shall be governed by the rules made by MKCL and University shall not be responsible for the same in any case.	I	It is agreed between the parties that whatever manpower is provided by MKCL in the SFC for the fulfillment of its responsibilities hereunder, shall be the sole responsibility of MKCL including appointment, training, remuneration, supervision and monitoring the services rendered by the said manpower.
5		----- NIL -----	I	In respect of any legal liabilities and other service benefits, the University shall not be held responsible for the manpower provided by MKCL for the fulfillment of the condition of SFC as required by the MoU signed by and between MKCL and the University regarding offering eSuidha to the students as per the Government Resolution (ईसेवा २००६/ (१९१/०६)/मशि-१ (dated June 19, 2006).

For Yashwantrao Chavan Maharashtra Open University

For Maharashtra Knowledge Corporation Limited


Registrar
 Yashwantrao Chavan Maharashtra
 Open University, Vasik, 422 222


Dr. Aatul Wadegaonkar
 Sr. General Manager, DU-BDP 

Sr. No.	Role	Responsibilities of University	Role	Responsibilities of MKCL
6	I	Inform students to visit SFC in case of any query related to eSuidha.	R	Provide support to students visiting SFC for any query related to eSuidha and assist students in resolving their queries by coordinating with the University / Regional Centers / Study Centers.
7		----- NIL -----	I	Keep SFC and CFC operational with full manpower as stated herein above during University's Office hours on all working days of the University.
8	I	Monitor performance of the manpower provided by MKCL and report performance review indicators to MKCL.	R	Replace manpower if the University reports that he/she is not found performing satisfactory service.
9	R	University will carry regular audits of the compliance of information security accessible to staff during delivery of services through SFC.	I	In adherence to the Indian IT Act 2000 (as amended in 2011) the confidentiality of the information accessible to staff during delivery of services through SFC will be responsibility of MKCL.

4. Payment Terms

- 4.1 The University shall release the payment due to MKCL as per below mentioned table for providing SFC services through Net banking on or before 25th of every month.
- 4.2 MKCL will provide one Coordinator and two Project Associates to run the SFC.
- 4.3 MKCL's service charges towards compensation for providing manpower for managing SFC shall be Rs. 36800/- (Rupees Thirty Six Thousand Eight Hundred only) plus applicable taxes per month.
- 4.4 The payment terms made by the University shall be subject to taxes as and if applicable.
- 4.5 Any additional work other than as agreed between the parties will be undertaken by MKCL on mutually agreed terms and conditions between both the parties.

For Yashwantrao Chavan Maharashtra Open University

For Maharashtra Knowledge Corporation Limited



Registrar

Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222

MoU between YCMOU and MKCL for SFC, 2017



Dr. Aatul Wadegaonkar
Sr. General Manager, DU-BDP



5. Intellectual Property Rights

- 5.1 The Intellectual Property Rights in respect of the Digital University® framework vests with MKCL.
- 5.2 Each party hereby undertakes to inform the other party of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of the land. Further, each of the party herein, agrees to co-operate with the other to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.
- 5.3 In case of cessation of this agreement between MKCL and University, MKCL will allow the University to continue the use of the existing software without upgrades and additions. The user rights of the software vest with the University in the event of the expiry of the period of MOU.
- 5.4 The data regarding the students of University and Affiliated Study Centers shall be the property of the University and MKCL shall have right of access thereto only to the extent of and for performing its responsibilities hereunder. If any application/s for information is received by MKCL under 'The Right To Information Act, 2005' regarding any of the said matters then, only the University shall be responsible for replying since the property rights are held by it. However, the necessary access to the concerned required information/data shall be made available to the concerned information officer of the University.

6. Non-Disclosure

- 6.1 Both parties undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which has been obtained or received during the course of performance hereunder, save that which is:
- i. Inconsequential or obvious;
 - ii. Already in its possession other than as a result of a breach of this clause; or
 - iii. In the hands of the public other than as a result of a breach of this clause
- 6.2 In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.
- 6.3 It shall be the responsibility of MKCL and its manpower provided by it at the SFC for fulfillment of this agreement, to maintain confidentiality of the data accessible to it for performing its responsibilities hereunder and if any breach of the said confidentiality happens for which MKCL's manpower provided at the SFC is found responsible, then MKCL would be solely responsible and liable for the costs and consequences related thereto.

For Yashwantrao Chavan Maharashtra Open University


Registrar
Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222
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For Maharashtra Knowledge Corporation Limited


Dr. Aatul Wadegaonkar
Sr. General Manager, DU-BDP 

7. Indemnity

- 7.1 Each party hereby indemnifies and agrees to keep indemnified the other, from and against all direct claims, losses, liabilities, obligations, damages, expenses and costs brought against or suffered by the other or any of its respective officers, directors, employees or agents, resulting from, arising out of or relating to:
- a breach or non-performance of any of the representations, warranties, covenants and/or assurances contained herein;
 - failure to perform any obligations contained herein;
 - a breach of any law, rule, regulation, notification or other statutory or legal provisions or requirements;
 - any willful misconduct or negligent acts by it or any of its officers, directors, employees or agents.
- 7.2 MKCL will be indemnified from the losses arising out of natural calamities, unlawful acts, willful tampering of data on the portal and hardware and power failure, downtime of ISP services, virus/worms/spyware attacks, spamming and hacking attacks.
- 7.3 The MKCL will provide fire wall protection of data using advance software available to prevent loss or manipulation of data in the portal due to virus / worms / spy ware attacks. The MKCL will arrange daily back up of the data to protect the same from any possible loss arising from such acts. The MKCL will also train the staff of the University for making backups and effective fire wall protection during the period of MOU. MKCL will follow the Information Security practices like confidentiality, integrity and availability and will be responsible in raising the necessary infrastructure /controls to achieve these control objectives. No extra charges will be given to MKCL for this purpose.

8. Contract Interpretations

8.1 In this MOU unless otherwise specified:

- All words/terms denoting the singular shall include the plural and vice-versa;
- All words/terms denoting any gender shall include all genders.

9. Headings

9.1 The Headings used under in this MOU for a group of terms and conditions are meant to serve only as a convenience. The Headings are not to be considered for the interpretation of terms or conditions in the MOU.

10. Validity

- 10.1 This MOU embodies the entire, sole and exclusive MOU and understanding between the parties hereto with respect to the subject matter hereof.
- 10.2 This MoU is consequent to fulfillment of clause 2 of the MoU signed by and between MKCL and the University regarding offering eSuidha to the students as per the Government Resolution (ईसेवा २००६/(१९१/०६)/मशि-१) dated June 19, 2006).
- 10.3 Any amendment or modification or waiver in connection with this MOU will not be effective unless made in writing and signed by both the parties.

For Yashwantrao Chavan Maharashtra Open University

For Maharashtra Knowledge Corporation Limited


Registrar
Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222


Dr. Aatul Wadegaonkar
Sr. General Manager, DU-BDP

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10.4 If any provision of this MOU is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

10.5 This MoU shall be **effective from December 01, 2017 and shall be valid for a period of one year i.e. till November 30, 2018**, unless earlier terminated. After the expiry of the validity period, the MoU can be renewed for such further period on the basis of terms and conditions as may be mutually agreed between the parties.

11. Waiver

11.1 The party that is entitled to the benefit hereof may waive any term or condition of this MoU at any time. Such waiver must be in writing and must be executed by an authorized officer of such party. A waiver on one occasion will not be deemed to be a waiver of the same or any other breach or non-fulfillment on a future occasion.

12. Force Majeure

12.1 Neither party to this MOU shall be liable for any failure or delay on its part in performing any of its obligations under this MOU if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfill and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.

12.2 Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this MOU, be considered as a Force Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority. PROVIDED however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this MOU then such party shall give immediate notice by registered mail or courier to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

13. Termination

13.1 The MoU can be terminated by either party giving the other party, a prior written notice of not less than three months of its intention to do so but without dishonoring any commitment entered into prior to the date of termination notice and no party shall leave its commitment unfinished which may result in tangible losses to the other party.

13.2 The MoU shall also stand terminated for any reasons such as legal processes, acts of the State or similar such exigencies beyond the normal control of the party concerned and which disable any of the parties hereto from functioning further.

13.3 The MoU may be terminated by both parties by mutual consent.

13.4 Both the parties shall settle any outstanding dues within the notice period of three months without recourse to compelling action, upon such termination.

13.5 Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and Intellectual Property Rights.

For Yashwantrao Chavan Maharashtra Open University

For Maharashtra Knowledge Corporation Limited


Registrar
Yashwantrao Chavan Maharashtra
Open University, Shivajinagar, Shivajinagar, Shivajinagar-422 222


Dr. Aatul Wadegaonkar
Sr. General Manager, DU-BDP *SMN*

13.6 The Clauses of this MoU, which by nature are intended to survive termination of this MoU shall remain in effect after such termination.

14. Jurisdiction

14.1 All disputes and differences, whatsoever arising out of these presents or any part thereof and whether as to the construction thereof or otherwise shall be referred to the courts at Nashik, which shall be the courts having jurisdiction to entertain and try the same.

15. Authorization

15.1 The person signing below on behalf of each of the parties, represents and warrants that the signing person has the authority to execute this Memorandum of Understanding on behalf of the said party and that it is not necessary for the other party to inquire further into the validity of execution or authority to execute.

16. Notices

16.1 Any notices, requests and other communications required or permitted hereunder shall be in writing and shall be given by hand against written acknowledgement or receipt, or sent by registered mail, or by facsimile followed by a confirmation letter by registered mail, at or to each of the parties at the addresses set forth in this MOU or to its last known place of business.

IN WITNESS WHEREOF the parties hereto have set their respective hands to these presents and a duplicate hereof the day and year therein above written.

For Yashwantrao Chavan Maharashtra Open University


For Maharashtra Knowledge Corporation Ltd.


Authorized Signatory
Registrar

Yashwantrao Chavan Maharashtra
Open University, Nashik-422 222

Witness:




Dr. Aatul Wadegaonkar
Sr. General Manager, DU-BDP



For Yashwantrao Chavan Maharashtra Open University

For Maharashtra Knowledge Corporation Ltd.

Authorized Signatory


Sandeep Chiplunkar
General Manager, DU-BDP