

155

MEMORANDUM OF UNDERSTANDING

Between

Madan Mohan Malaviya University of Technology, Gorakhpur

And

Diversified Business Solutions Pvt. Ltd, Mumbai.

Madan Mohan Malaviya University of Technology, Gorakhpur (hereinafter referred to as "**MMMUT**") is a premier technological University engaged in imparting professional education besides research, innovation, technical training, and consultancy for more than the fifty years as Madan Mohan Malaviya Engineering College, Gorakhpur and as Madan Mohan Malaviya University of Technology, Gorakhpur since 1st December 2013.

AND

Diversified Business Solutions Pvt. Ltd. (hereinafter referred to as "**DBS**") is an ISO 27001 certified company and registered under Indian Companies Act 1956 having its registered office at 118-B, Ansa Industrial Estate , Saki Vihar Road, Andheri (East), Mumbai 400 0072 (Maharashtra) India,

and wherein DBS is committed to provide Technical Platform for "**Online Registration, Pre and Post Examination work, Online Examinations, Online Remote Proctored Examination and Digital Evaluation Systems in Universities of India through use of Technology**"

In view of the common interest of development of Transparent, Reliable and Quality IT management systems and processes ,the **MMMUT and the DBS** resolve to join hands for contributing towards the attainment of common objectives through collaborative research & development activities, innovative practices and innovations though ICT (Information and Communication Technologies), for all levels of programs in the **MMMUT** for the overall benefit of the society at large and also on other contemporary issues related to various technologies used in industry in the country.

In order to enhance the above objectives, **MMMUT and DBS** have agreed to sign this Memorandum of Understanding. The details of the understanding are as follows:

1. **MMMUT** wishes to automate its entire registration, examination and assessment process through the use of ICT.
2. **DBS** is an organization with capabilities in developing online examination platform, examination management systems and related applications for registration, counselling, merit list generation, digital evaluation and conduct of end to end online examinations and assessments as a service.

MMMUT and DBS shall through this MoU, join hands for **ICT interventions in all related activities of MMMUT including related Capacity Building and Handholding Support.** **MMMUT** will be the anchor partner and **DBS** shall act as the



[Handwritten signature]

31

[Handwritten signature]

Planning

(154)

associate partner for all such ICT related activities.

4. **Effective use of ICT in Examinations:** Information and communication Technology (ICT) should be effectively used for management of examinations system in Universities to usher in greater efficiency, transparency and reliability. Use of ICT shall also lead to improvement in quality of services being provided to the students/colleges/ departments etc. by introducing services through online web portal, computerized counter at college /university, mobile , helpdesks Common Service Centers , etc. and online availability of information. The end-to-end integrated examination management system can manage the entire operation of examinations in Universities.

The comprehensive examination management solution may include following services and modules as per applicability and requirement:

- Student Registration to Issuance of Hall Tickets,
- Question Bank/ Question Paper Bank Generation,
- Secure Delivery of Question Papers,
- Conducting online examination,
- Subjective type online exam ,
- Audio, Video & Images for questions.
- Online Remote Proctored Examination
- OMR and Barcode Technology in Answer Sheets,
- Digital Scanning and onscreen evaluation of Answer Sheets,
- Results Processing and Publication,
- Online Application for Re-evaluation,
- Dematerialization of Degrees and Certificates etc.
- Any other examination/test related activity

5. **MMMUT** and **DBS** shall provide their expertise, resources both human and infrastructural to implement and supplement trainings The University shall identify qualified Trainers with relevant IT experience and training competency within their staff who will be directly trained and will be responsible for all the Capacity Building Initiatives.

- Computer awareness training: General Computer Awareness Training may be required among junior employees.
- Role-based training should be carried out for the identified officers at Universities / Colleges and Institutes by the University

Refresher training, subsequent training to the remaining employees in the University and colleges / institutes can be carried out by the internal



Planning

trainers

- 6. Through this MoU, DBS will be authorized to conduct all examinations and assessments of all courses of MMMUT as per terms and conditions prescribed by University, which can be done in Online Mode using the 'Examonline' examination platform of DBS.
- 7. In the event MMMUT wishes to conduct any external examination or assessments comprising of external students/candidates for the purpose of admissions, scholarships, competitions etc, MMMUT will use the platforms provided by DBS for end to end service of such events. A separate work order will be issued to DBS with mutually agreed terms and condition.
- 8. In cases where there is no revenue, MMMUT will bear the cost of operations and DBS will technically assist MMMUT in advertising and promotion of the event.
- 9. For every activity there will be a Coordination committee to ensure the smooth and professional conduct of the projects which shall be nominated by the Vice Chancellor, **MMMUT** and shall comprise of senior officials of **MMMUT** and **DBS** as designated by them.
- 10. All the expense pertaining to various development, implementation and training programs under this MoU shall be decided mutually by the **MMMUT** and **DBS** for each activity separately.
- 11. The marketing, promotion, advertisement of development programs and other Training programs may be done on project to project basis after mutually discussing the need and consent of both parties.
- 12. Financial rules of **MMMUT** as applicable shall be enforced on the expenditure of the funds provided by **MMMUT** while **MMMUT** shall have no regulation on the expenditure of the funds provided by **DBS** for any activity.
- 13. Either of the parties should neither use nor disclose any outcome of the collaborative activity for commercial purpose without the written consent of **MMMUT** and **DBS** except for academic / research publications as per requirement of MMMUT for academic purpose. However, it shall be under obligation to disclose the name of **MMMUT** and **DBS** as its joint creator. The money received in MMMUT shall become part of its revenue generation.
- 14. Copyright & IPR for any product, technology, process, activity or innovation developed jointly shall rest with both the parties i.e. **MMMUT** and **DBS**, irrespective of extent of involvement in the development process of the same. Both the parties shall be free to use all such material under mutually agreed terms & conditions & not hampering each other's interest but it shall be obligatory for both the partners to disclose the names of both **MMMUT** and **DBS** as their creators.

15. **Arbitration:** The Hon'ble Vice Chancellor, Madan Mohan Malaviya University of Technology, Gorakhpur shall be the sole arbitrator in the event of any dispute,



[Handwritten signature]

B 3

[Handwritten signature]

Business Planning

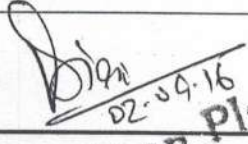


152

difference or question arising out of or in any way touching or concerning the present agreement or the subject matter hereof on the respective rights, duties or liabilities of the parties under or in respect of this Agreement. The award / decision of the Arbitrator shall be final and binding on both the parties.

16. **Exit Clause:** Either party can revoke this memorandum of understanding by giving one month's notice to the other party only after the ongoing collaborative activities are complete as per its' prescribed objectives. The reason for revoking the understanding is not mandatory to be cited. But before invoking the revoking process, all the expenses shall be settled and there should not be any unsettled payment due to any one. In case of revoking the MOU, the escrow operator shall disburse the remaining funds in the escrow account in the ratio of respective funding proportion for the respective activity, after ensuring that there are no pending expenses

The MoU is signed on 02nd day of September 2016 at M.M.M. University of Technology Gorakhpur.

Signatures:

 <u>02-09-16</u> Dean Planning	 <u>2/9/16</u> 
D.K. Giri Dean Planning Madan Mohan Malaviya University of Technology	Vivek Kumar Srivastava Director Diversified Business Solutions Pvt Ltd

1. Witness: K.P. Singh
Registrar M.M.M.U.T. GIKP
M.M.M. University of Technology
Gorakhpur (U.P.) 273 NO
2. Witness: Pradeep Kr Singh
Prof. Comp Sc & Engg.
M.M.M. Univ. of Tech. Gorakhpur
2-9-16