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महाराष्ट्र MAHARASHTRA

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अनुक्रमांक 4733 100 22/08/06  
 एम्प्लॉयर्सचे मॉर - प्रमोशन  
 मर्यादित - 21/2/02 एम्प्लॉयर्स  
 (प्रोव्हीडेंट फंड) (P.F.)

MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding is made on this <sup>31st</sup> ~~5th~~ day of the month of ~~SEPTEMBER~~ <sup>October</sup> in the year 2006, at AURANGABAD.

BETWEEN

DR. BABASAHEB AMBEDKAR MARATHWADA UNIVERSITY, AURANGABAD, (hereinafter referred to as 'the University') through the Registrar, of the one part,

AND

for University  
 Registrar  
 Dr. Babasaheb Ambedkar  
 Marathwada University  
 Aurangabad - 431 004

for MKCL  
 Vivek Sawant  
 Managing Director

**Maharashtra Knowledge Corporation Limited**, a Company incorporated and registered under the Companies Act, 1956, having registration no. U 80302 MII 2001 PLC 133101 and having its Registered office at 1<sup>st</sup> Floor, Directorate of Vocational Education and Training Building, Elphinston Technical High School Campus, 3 Mahapalika Marg, Mumbai 400 001, hereinafter referred to as "MKCL" (which term shall so far as the context admits be deemed to mean and include its successors, administrators, executors and assignees) of the other Part.

WHEREAS the University is desirous of implementing a comprehensive IT Framework for all its administrative and academic functions for bringing about in a cost effective manner, a higher efficiency, greater effectiveness and a higher quality of service to the learners, teachers and other associated individuals and organizations including its affiliated colleges and recognized research institutions, etc.

WHEREAS MKCL has developed Digital University™, a comprehensive software framework for a fully web-based management of the University and Digital College®, a software framework for network of colleges / institutions affiliated to / recognized by the University, to offer different e-facilitation services to students, teachers, administration, and managements of the University and colleges in a mass personalized manner.

WHEREAS Department of Higher and Technical Education, Government of Maharashtra, keeping their main objective of facilitating the students by cutting down their costs, avoiding delays and inconvenience and to completely reengineer the traditional processes in the overall interest of the students by exploiting the advances in information technology has issued a Government Resolution (इसेवा २००६/(१९१/०६)/अशि-१) dated June 19, 2006 (Annexure 'D') in order to provide various "e-services" to the students through implementation of Digital University® and Digital College® software frameworks developed by Maharashtra Knowledge Corporation Limited in all the non agricultural Universities and all the Government/Non-Government, Aided/ Un-aided colleges/institutions affiliated to/recognized/ conducted by them as well as all the colleges/ institutions governed by other educational institutions in Maharashtra from the academic year 2006-0..

AND WHEREAS as per the clauses of the GR (इसेवा २००६ / (१९१/०६)/अशि-१) dated June 19, 2006 the parties hereto desire to enter into a Memorandum of Understanding (MoU) for the purpose of spelling out the mutually agreed terms and conditions for implementation of the provisions of the above mentioned GR:

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

**I. SCOPE**

Scope of the "e-services" to be offered to the students registered with the University through the Digital University® software framework developed by MKCL for the University is as follows:

MKCL will be responsible to provide to the University the access to the Digital University® software framework in order to facilitate its registered students through

for University



for MKCL



Vivek Sawant



e-services enlisted below. MKCL will also be responsible for providing training of usage of this software to the user/concerned staff of the University and for providing regular support to the Universities for issues related to Digital University® software implementation.

Web-based (Internet based) e-services to be delivered to the students are grouped into two categories

1. Information Services
2. Administrative and Facilitation Services

### 1.1 Information Services

These services will facilitate availability of information to all the registered students on the University portal (website) which is maintained by the University authorities/officers through the Digital University® software framework

1. About University – History, Vision- Mission, Jurisdiction, Campus Map, Infrastructure Resources, Human Resources, etc.
2. Information about Officers, Authorities, and Committees of the University
3. Academics – information about Faculties, Courses, Syllabi, etc.
4. Information about Affiliated Colleges/ Recognized Institutes of the University
5. Admission; rules & regulations for various courses
6. Scholarships and concessions
7. Accreditation and Recognition
8. Awards and Honors
9. Examination schedule
10. News and Events
11. Circulars/ GRs/ Notices etc.

Student Login (on the University Portal) will facilitate Transaction services to the students as listed below

1. Transaction services
  - a. Student Profile Update/maintain
  - b. Progression record from Admission to Migration
  - c. Personalized Time-Tables, Alerts, Notices
  - d. Messaging Services amongst students and teachers and college/Department and University staff
  - e. Application for re-assessment/ re-totalling
  - f. Application for Convocation
  - g. Application for Migration

### 1.2 Administrative and Facilitation Services

These services will facilitate availability of administrative and facilitation services to the students registered in the affiliated colleges/ recognized institutions of the University through the Digital College® software framework which is installed and operated by the respective college/institution authorities/officers, under the guidance of the University


1. Computer generated pre-filled Eligibility/admission form with scanned image of photograph and signature of the student.
2. Electronic transfer Eligibility/admission form data to the University for further processing
3. After checking and scrutiny of Eligibility/admission form of the student by the University authorities, issue of Permanent Registration Number/ admission

for University

  
Registrar

Dr. Babasaheb Ambedkar  
Marathwada University  
Aurangabad - 431 004

for MKCL

  
Vivek Sawant  
Managing Director

- confirmation letter as well as communication from University about discrepancy, if any, in the Eligibility/admission form
- 4 For eligible students, Generation of student login on the University portal and issue of Login Id and password to the students to access their personalized e-Services through the login on the University portal
- 5 Application for Examination; Computer generated pre-filled Examination form with facility to mark optional subjects and mark changes, if any, such as name, address, subjects etc.
- 6 Electronic transfer of Examination form data to the University for further processing
- 7 Confirmation of Examination form and issue of Admit Card from the University; facility for the student to get anywhere anytime status of processing his/her Examination form (scrutiny by the University authorities) by logging into his/her online account on the University portal (through any computer connected to Internet)
- 8 Communication from University about discrepancy, if any, in the Examination form
- 9 Examination schedule and time table
- 10 Admit Card print out for the Examination
- 11 Examination result processing
- 12 Result; Printed Statement of Marks to be issued by the University
- 13 Computer generated pre-filled Application for re-assessment/ re-totaling, convocation and migration with facility to mark updates/ changes if any on the printout
- 14 Electronic transfer of these Applications form data to the University for further processing
- 15 After processing of these application forms of the student by the University authorities, in case of re-assessment/re-totaling application issue of no change letter/ revised Statement of Marks, in case of convocation application issue of Degree Certificate, in case of Migration issue of Migration Certificate

The Information and Transaction e-services shall be offered to the students through the implementation of Digital University® software framework at University location and implementation of Digital College® software framework at the colleges affiliated to/ institutes recognized by the University.

MKCL shall present the detailed implementation methodology for the perusal of the concerned authorities of the University. Should the University authorities need any further clarifications, MKCL shall furnish the same expressly. Based on University's counsel, MKCL shall incorporate the modification in the implementation methodology for mutual suitability. The University and MKCL shall then together implement this joint collaborative project as per the mutually agreed implementation methodology.

## 2. USE OF SOFTWARE FRAMEWORKS

MKCL will host on the Internet servers the Digital University® software framework.


At the University location the concerned officers / staff of the various sections/ departments of the University will use the web-based Digital University® Software

for University

  
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Marathwada University  
Aurangabad - 431 004

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Vivek Sawant  
Managing Director

Under the terms of this MOU, Responsibilities of MKCL and University  
 Legends used: I – Initiator R – Responder


<u>RESPONSIBILITIES OF MKCL</u>		<u>RESPONSIBILITIES OF UNIVERSITY</u>	
I	Nominate a Project Coordinator who will in turn be a single point of contact throughout the Development, implementation and operations phase and will represent MKCL for the purpose of billing and other correspondence during the period of the MOU.	I	Appoint a Project Coordinator who will act as a single point contact with MKCL for all activities regarding this project.
<b>Development Phase</b>			
I	Design, develop, host on the internet and provide access to the University web-based Software application to elicit correct requirements from the concerned officers / staff of the University, so as to capture requirement specifications;	R	In order to provide in detail requirement specifications of the system, appoint competent officers/ staff to fill in information in the software applications developed by MKCL.
		R	Provide all documents deemed necessary to understand current administrative processes of the University and extend full co-operation to team appointed/ identified by MKCL in designing and developing / customizing/ implementation of the software application by providing in detail requirement specifications of the University;
		R	Provide the ordinances, rules and regulations, master data, etc. relevant to the development/ implementation of the software application;
<b>Implementation Phase</b>			
I	Specify the Infrastructure (Annexure 'A'), Computing resources (Annexure 'B') to be arranged/procured by the University as well as the colleges/ institutes affiliated to/ recognized by the University in advance so as to start the implementation phase in time;	R	Arrange/procure and establish, as specified by MKCL, the required Infrastructure and Computing resources in the University and advise to do the same to all the affiliated colleges/ recognized institutes/ departments well in advance so as to start the implementation phase in time;
			Arrange and bear the expenses for minimum 512 Kbps dedicated and preferably 1 Mbps dedicated internet connectivity.

for University

  
Registrar

Dr. Bahasaheb Ambedkar  
Marathwada

for MKCL

  
Vivek Sawant  
Managing Director

<u>RESPONSIBILITIES OF MKCL</u>		<u>RESPONSIBILITIES OF UNIVERSITY</u>	
I	Arrange sufficient database space and required software licenses on the Internet server as well as host the web-based software application on the internet server	R	Make all master databases and rule bases ready on the servers at ISPs (Internet servers) made accessible by MKCL
I	Specify the dedicated Human Resources (Annexure 'C') to be arranged by the University for successful completion of operations (to use the software and deliver the services mentioned above) as well as to be arranged by the colleges/ institutes affiliated to/ recognized by the University in advance so as to start the implementation phase in time;	R	Identify and arrange the dedicated human resources as specified by MKCL (Annexure 'C') and Ensure that all the concerned officers of University and Colleges/Institutes/Departments that are going to use the software complete basic training in IT literacy within three months of signing the MOU
I	Specify the dedicated Human Resources to be arranged by the University for technical support such as: Network administrators, Data base administrators, System administrators as well as to be arranged by the colleges/ institutes affiliated to/ recognized by the University in advance so as to start the implementation phase in time;	R	Appoint and arrange the competent human resources as stipulated by MKCL for technical support
R	Provide training and all administrative rights to the web administrator appointed by the University to operate content management software in order enable publishing of the content on the University portal at the time of implementation;	I	Appoint and arrange editorial committee and website Manager (web administrator) and data entry operators to compile, draft, complete necessary data entry and manage content to be published on the University portal
I	Provide training in the usage of the Software to the staff identified by the University to operate the software at the time of implementation;	R	Ensure that all the concerned officers of University and Colleges/Institutes/Departments that are going to use the software get properly trained for the usage of the aforesaid software application;
			Make it mandatory for all its affiliated colleges/ recognized institutes to use the Digital College® software framework for the delivery of services listed in the scope above and accept data in the digital format generated only through the usage of Digital College® software

for University

Registrar

Registrar  
Dr. Babasaheb Ambedkar

for MKCL

Vivek Sawant  
Managing Director

## 6. INTELLECTUAL PROPERTY RIGHTS

6.1 The Intellectual Property Rights in respect of the Digital University™ framework and Digital College® framework will vest with MKCL.

6.2 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.

## 7. CONFIDENTIALITY

7.1 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 :

- (a) Inconsequential or obvious;
- (b) Already in its possession other than as a result of a breach of this clause; or
- (c) In the hands of the public other than as a result of a breach of this clause.

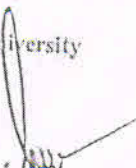
7.2 In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot 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.

## 8. INDEMNITY

8.1 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) a breach or non-performance of any of the representations, warranties, covenants and/or assurances contained herein;
- (b) failure to perform any obligations contained herein;
- (c) a breach of any law, rule, regulation, notification or other statutory or legal provisions or requirements;
- (d) any willful misconduct or negligent acts by it or any of its officers, directors, employees or agents.
- (e) MKCL will be indemnified from the losses arising out of natural calamities, unlawful acts, willful tampering of data on the University portal and hardware and power failure, downtime of ISP services, virus/worms/spyware attacks, spamming and hacking attacks occurred in the University infrastructure
- (f) MKCL will be indemnified from the delays and non receipt of network dependent services such as SMS, e-mail, etc.

for University



for MKCL



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## 9. CONTRACT INTERPRETATIONS

9.1 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.

## 10. HEADINGS

10.1 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.

## 11. VALIDITY

11.1 This MOU embodies the entire, sole and exclusive MOU and understanding between the parties hereto with respect to the subject matter hereof.

11.2 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.

11.3 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.

## 12. WAIVER

12.1 The waiver by either party of a breach or default of any of the provisions of this MOU by the other party shall not be interpreted as:

- A waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise; or
- A way to avail itself of any right, power or privilege that it has or may have under this MOU to operate as a waiver of any breach or default by the other party.

## 13. FORCE MAJEURE

13.1 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.

13.2 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

for University



for MKCL





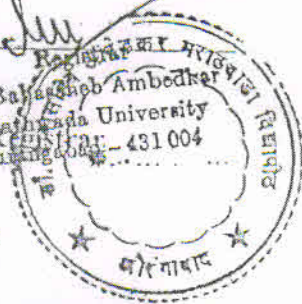
IN WITNESS WHEREOF the parties hereto have set their respective hands to these presents and a duplicate hereof the day and year therein above written.

for University

for Maharashtra Knowledge Corporation Ltd.

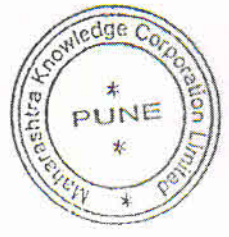
Signature

Name: Dr. Babasaheb Ambedkar  
Mumbai University  
Designation: Registrar - 431 004  
Aurangabad



Signature

Name: VIVEK SAWANT  
Designation: Managing Director



WITNESSES

Signature

Name: Mangra J.R.  
Designation: Assistant Registrar

Signature

Name: Komal Chaudhary  
Designation: Company Secretary

for University

for MKCL


Vivek Sawant


### Infrastructure Setup

The University will need to establish a Digital University Cell (DU cell) in the University premises with Computing Resources listed in Annexure 'A', Infrastructure resources as listed in Annexure 'B' and competent Human Resources as listed Annexure 'C' in this document. The DU Cell will offer following functionality,

1. Back Office Processing center; that performs processes required to accomplish the delivery of "e-services" to the students which are listed in the MoU.
2. Call Center; that provides telephonic support to the students through out the academic year,
3. Student Facilitation Center; that facilitates support and delivery of services to the student who physically visit the University premises

It is the responsibility of the University to arrange for all the computing, infrastructure and human resources required for establishing and running this DU Cell successfully.

  
Registrar  
Dr. Babasaheb Ambedkar  
Marathwada University  
Aurangabad - 431 004

for Maharashtra Knowledge Corporation Ltd.  
  
VIVEK SAWANT  
Managing Director



## Annexure 'A'

### Computing Resources to be procured and arranged by the University

#### Server Hardware Specifications

Sr. No.	Item	Minimum Specification	Quantity
1	Processor	Intel P IV 3.0 GHz	Minimum 1
2	Number of Processors	1	
3	RAM	1 GB upgradeable to 2 GB	
4	Hard Disk	160 GB	
5	LAN Card	10/100 Mbps	
6	CD /DVD Writer	Min 40 X	
7	Back up device	LTO Tape Drive (200/400 GB)	
8	101/104 PS2 Keyboard		
9	3 Button Mouse		

#### Software Licenses to be procured and installed on Server

Sr. No.	Item	Minimum Specification
1	Operating System	Windows Server 2003 Enterprise Edition
2	Antivirus	McAfee / Symantec / Trend Micro
3	Firewall	Any firewall for internet
4	Proxy Server	Internet connection sharing / ISA Server

#### Client Machines Hardware Specifications


Sr. No.	Item	Minimum Specification
1	Processor	Intel P IV 2.0 GHz or AMD Equivalent
2	RAM	512 MB
3	Hard Disk	40 GB
4	LAN	10/100 Mbps
5	CD/DVD ROM	40X
6	Sound Card with Speakers	
7	3 Button Mouse	
8	101/104 PS2 Keyboard	

#### Number of client machines required

Sr. No.	Number of students registered with the University to be facilitated every year	Minimum Quantity required
1	Upto 50000	10
2	More than 50000 and Upto 100000	10
3	More than 100000 and upto 200000	15
4	More than 200000 and upto 300000	20
5	More than 300000 and upto 500000	20

  
**Registrar**  
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 Marathwada University  
 Aurangabad - 431 004

for Maharashtra Knowledge Corporation Ltd.

  
**VIVEK SAWANT**  
 Managing Director

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Software Licenses to be installed on the client machines

Sr. No.	Item	Minimum Specification
1	Operating System	Windows XP Professional
2	Antivirus Client	McAfee / Symantec / Trend Micro
3	PDF Reader	Adobe Reader 6.0 or Above
4	Office Suite	Microsoft Office XP / 2003
5	Internet Explorer	IE 6.0 and above

Peripherals required

Sr. No.	Item	Minimum Specification
1	A3 size Laser Printer	HP Laser Jet or Equivalent (Network Printer)
2	High Speed Dot Matrix / Line Printer	132 Column, 24 Pin
3	Flat Bed Scanner	HP Scan Jet 3500 C or Equivalent
4	High Speed Page Scanner	Capable of scanning 12-15 ppm
5	Handheld BAR Code Reader	Any make capable of scanning I-D barcode from distance of 12 to 15 inches and switching between multiple bar code standards (e.g. Code 128 etc.)
6	Web Cam	USB Web cam
7	Headphone with Microphone	Any
8	Back up device	DVD Writer (Internal / External)


Quantity of Peripherals required

Sr. No.	Number of students registered with the University to be facilitated every year	Laser Printer	Dot Matrix printers	Scanner Flat bed	High speed page scanner	Bar Code reader
1	Up to 50000	1	2	1	1	10
2	More than 50000 and up to 100000	1	3	2	1	10
3	More than 100000 and up to 200000	2	4	2	1	15
4	More than 200000 and up to 300000	2	4	3	2	20
5	More than 300000 and up to 500000	2	5	4	2	20

LAN Setup required

1. Minimum CAT5 UTP cabling for all nodes.
2. Use required number of 24 port network switch

  
Registrar  
Dhassabeh Ambedkar

for Maharashtra Knowledge Corporation Ltd.  
  
VIVEK SAWANT  
Managing Director




3. Server and all client nodes should be connected to a 10/100 Mbps network.

**Internet Setup required**

Minimum 512 Kbps dedicated Leased Line OR dedicated Broad Band Connection is required. If the internet connection is shared for other purpose than for operating Digital University® software smoothly more than 512 Kbps bandwidth will be needed depending on the number of users.

  
Registrar  
Dr. Babasaheb Ambedkar

for Maharashtra Knowledge Corporation Ltd.  
  
VIVEK SAWANT  
Managing Director



## Annexure 'B' - Infrastructure Resources required

DU Cell will be located on the University premise that facilitates student interaction and accommodates the required number of computing infrastructure (annexure 'A') with following facilities


- The university server/ Clients/ LAN infrastructure should be temperature and humidity controlled and secured with an access control system
- UPS, DG set, Power Distribution Network
- Minimum 4 telephone lines (to facilitate call center activity)
- Air conditioning facility (optional) / Ventilation with the help of fans to keep the surrounding cool
- Comfortable seating arrangements
- Ergonomically designed chairs to enable users to work comfortably
- Suitable furniture for installing computers

### Miscellaneous Areas and Facilities

- Staff Room
- Toilets
- Drinking Water Facility (For staff and visiting students)
- Adequate light arrangements
- Uninterrupted Power Supply (UPS) to all the workstations
- ISDN / Leased line / Dial-up / Cable / DSL connectivity for communication and internet.

### Security

University shall appoint or designate a competent person as a System Analyst/Administrator/Expert. MKCL shall formally handover the access rights of the portal to the appointed or designated competent staff of the University. After handing over the administrative access rights to the competent staff of the University shall change the password immediately. MKCL will not be responsible for any circumstances arising out of unauthorized access to the university portal if the confidentiality and secrecy of the user-id and password is not maintained.

  
Registrar  
Dr. Bahasaheb Ambedkar

For Maharashtra Knowledge Corporation Ltd.


  
VIVEK SAWANT




## Annexure 'C' - Human Resources required

### Human Resources required

Existing human resources of the University handling the various administrative operations in different sections/ departments of the University will be trained to use the software effectively to deliver the e-services to the students.

  
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for Maharashtra Knowledge Corporation Ltd.  
  
VIVEK SAWANT  
Managing Director

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