



प्रथा प्रदेश MADHYA PRADESH

S 004374

SERVICE LEVEL AGREEMENT MEMORANDUM OF UNDERSTANDING (MOU)

This Agreement is made on this ...O.1st... of .1UL.y... Month of year 2015 by and between:

MPOnline Limited - 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,

VERIFIED

And

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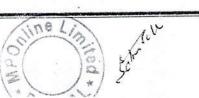
Incharge NAAC Criteria-IV PSSOU, CG Bilaspur

Dr. Preeti Rani Mishra

Sundarlal Sharma Open University (PSSOU), Bilaspur (CG), Pt. Sunderlai Sharma (Open)
University Contempor meaning thereof be deemed to include its successors and permitted BILASPUR (C.G.) whose address for service is PSSOU, Bilaspur and represented by

Registrar as the other part.

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

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

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

A. SCOPE OF WORK OF MPOL

- 1. Application Development
 - Online application form for Enrollment Module
 - > Online application form for Examination Module
 - Online fees payment facility
 - MIS reports / Data repository
 - > As required by the Deptt.

B. VALIDITY

The term of this service level agreement would be of One Year from the date of agreement and shall effective from dated, 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 Three Year from the date of agreement, if so desired by either Or. Preeti Rani Mishra party.

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C. HARDWARE AND SOFTWARE ENVIRONMENT

P330U, Ju Bilaspur Pt. Sunderlal SharMPOlpenvill be responsible for hardware required for hosting developed University Chhattisgarh
BILASPUR (C.C.) lication 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

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Mode of Payment:

The portal charges which has been mutually agreed between MPOnline Limited, Bhopal and PT. SUNDARLAL SHARMA OPEN UNIVERSITY, BILASPUR (CG) WOULD BE AS GIVEN BELOW:

Payment to MPOL will be done on per transaction basis. 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
	UG/PG Admission cum Examination Form	Rs.40/-
	Student Registration cum Prospectus Fee	Rs.6/-

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 PSSOU) shall be deposited to the Bank Account of the PSSOU by MPOnline Ltd. every 3rd Day excluding Holidays and State Govt. Holidays.

E. ORGANIZATIONAL INFORMATION & SERVICES

The PSSOU, Bilaspur 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 hereunder:

- 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.

VERIFIED Website address and related links.

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The Registrar will arrange translation of organizational information available in English into Hindi if required. The same will be provided to MPONLINE LTD for incorporation to maintain the Hindi version on MP Portal.

Pre-requisites for On-line Services

The Registrar shall designate a nodal Officer to identify the set of services to be rendered through MPONLINE LTD.

For each service, the following are the pre-requisites which have to be defined upfront by the Nodal Officer and incorporated in the Portal for enabling services.

- Eligibility criteria for citizens for availing a service.
- > Set of instructions for citizen's compliance.
- > Documentary evidence (affidavits, residence, birth, nativity, Income Proof etc.) to be submitted by citizen as attachments (online and / or offline).
- Charges for the service, if any (to be borne by Citizen)
- > Accepted modes of payment.
- > E-Mail / Postal address of departmental functionary (State / Divisional / District / Tehsil level) processing service requests.
- > Service deliverables (certificates, permits, receipts, lottery results etc.) and the mode of delivery.

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Nodal Officers

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

Responsibilities of the Nodal Officer:

- Facilitate / liaise with MPONLINE LTD on the organization's services to citizens.
- Ensure update of information on the Portal about the organization.
- Provide contact details of key functionaries at the PSSOU including telephone numbers, e-mail Ids, addresses.
- Create / Register, update user-ids and Passwords for organization's functionaries.

F. CHANGES / UPDATES TO PORTAL CONTENT

The MPONLINE LTD will provide an administrator screen / facility to the Nodal officer of PSSOU, Bilaspur 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.

G. PROCESSING OF SERVICE REQUESTS

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

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

Responsibilities of MPONLINE LTD

The MPONLINE LTD shall be responsible for the following:

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Service Elements:

PSSOU, CO Bliaspur Ensure uptime of Portal servers at a service level more than 95% on a REGISTRAPmonthly basis. Thus a high availability of on-line services to citizens/ Pt. Sunderlai Sharma (Onen)
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Portal servers and the duration of maintenance shut downs will be intimated well in advance to PSSOU. Unscheduled outages will not exceed 1% of the time.

Defects / Bugs in software (if any) noticed by PSSOU 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:

SI:	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

MPOnline 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 MPOnline shall provide the contact Telephone numbers of service owners of MPOnline, 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.

SI. 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		Within 30 Minutes Or. Preeti Rani Mishra ncharge NAAC Criteria-IV
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	multiple users		
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 Campus.

H. 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

I. TERMINATION

This Agreement may be terminated-

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by either party by giving the other party not less than 30 (thirty) days

written notice of termination;

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- 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 with as may be decided by the parties to be reasonable in the decided Mishral

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

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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.

J. 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.

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K. 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.

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L. 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.

M. FORCE MAJEURE

> If either party is prevented, restricted, delayed or interfered by respective ani Mishra Fire, explosion, cyclone, floods; or

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EWATE heatilities 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

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- 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.

N. LEGAL JURISDICTION

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/Chhattisgarh / or the Laws of India so far as it applies to the

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June 2015

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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

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June 2015

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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 PSSOU, Bilaspur or to MPOnline at the address mentioned above:

P. 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.

Q. 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 Dr. Preeti Rani Mishro

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execution.

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

Signature

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(Satnam Singh Sethi) Chief Operating Officer For MPOnline Limited

In presence of witnesses:-

Name: Abhoey Kr. Karn

Signature

For MPOL

Dated: 26/6/15

Place: Bhopal

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Pt. Sunderlal Sharma (Open) University Chhattisgarh BILASPUR (C.G.) Signature

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Pt. Sundsilal Sharma (Open) University Chhattisgarh

For PSSOU, Bilaspura CGG.)

Name: Kapil deu padel

Signature

For PSSOU, Bilaspur

Dr. Preeti Rani Mishra

Incharge NAAC Criteria-IV PSSOU, CG Bilaspur

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- 1. This Agreement is signed on this ______ day of January, 2017 between the Registrar, Pt. Sundarlal Sharma (Open) University, Chhattisgarh, on one part and Chhattisgarh infotech Promotion Society (also known as CHiPS), Raipur, a Government of Chhattisgarh agency and having its registered office at SDC Building, Civil Lines Raipur acting through its Chief Executive Officer (hereinafter called the 'CHiPS' which expression shall unless excluded by or repugnant to the context, include its successor(s), representative(s), administrator(s) and assignee(s) of the other part, and witnesses as herein.
- The CHiPS agrees to provide the software solution services to Pt. Sundarlal Sharma (Open) University, Chhattisgarh to rollout a centralized comprehensive Student Life Cycle Management System which would include implementation services, maintenance and support up to 24th June of 2024.
- 3. The CHiPS agrees to provide the following services:
 - i. Assistance in designing, development and maintenance of web based software as a service for Student Life Cycle Management system. The student lifecycle management system will have the following modules student admission, course management, student batch management, student features relating to tasks and notifications, student access and self-service, pre-exam processing, academics, MIS, fee payment and other financial reports, system administration and configuration set up. As per requirement of Pt. Sundarlal Sharma (Open) University, Chhattisgarh administration Post-exam processing and result, Certificate generation modules of SLCM may be included later.
- ii. To provide integration services with payment gateways as and when directed by Pt.

 Sundarlal Sharma (Open) University, Chhattisgarh for smooth collection of examination fee and other payments, if any, for Pt. Sundarlal Sharma (Open) Mishra University, Chhattisgarh.

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University Chhattisgarh
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University Chhattisgarh
Bilaspur (C.G.)

4. Payments:

- i. The students of Pt. Sundarlal Sharma (Open) University, Chhattisgarh will be charged by CHiPS at the rate of INR 50 plus applicable taxes (Service Tax) per year as portal charge. The number of successfully registered candidate in the system would be fixed on the basis of unique registration numbers present in the system. This would be per year basis. The student would be provided with unique user id and password to log into the system.
- CHiPS will raise invoice to Pt. Sundarlal Sharma (Open) University, Chhattisgarh ii. after completion of admission process of that year. The payment will be made within 30 days of submission of the invoice for the session Jan-Dec 2017. For the session Jul-June 2017-18 and onwards, payment will be made on weekly basis during admission process of that respective session.
- CHiPS shall depute One Technical Support Manpower in Pt. Sundarlal Sharma iii. (Open) University, Chhattisgarh, for a period of 3 months from the day of Go-Live on need basis. The number of support manpower can be increased at a later stage, if need arises. Pt. Sundarlal Sharma (Open) University, Chhattisgarh will make payment to CHiPS within one month of submission of the invoice. The deputed technical manpower should be under supervision of Pt. Sundarlal Sharma (Open) University, Chhattisgarh.
- CHiPS shall also deploy Data Entry Operators in Pt. Sundarlal Sharma (Open) iv. University, Chhattisgarh on need basis, with prior approval from Pt. Sundarlal Sharma (Open) University, Chhattisgarh for carrying out data entry work of legacy data for go-live of system. CHiPS will raise invoice to Pt. Sundarlal Sharma (Open) University, Chhattisgarh on quarterly basis. The payment will be made within 30 days after submission of invoice.
- The rates of the manpower (Technical Support & Data Entry Operators) are as per ٧. the table given herein under:

	S.No.	Item	Unit	Average Unit Rate in INR
·IE	T D	Technical Support (equivalent to Assistant	Per manpower	(as per Dept. of Finance, Google Criteria-IV
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	Programmer as per CG GAD guidelines)	per month	order for Assistant Programmer)
2	Data Entry Operator (as per CG GAD guidelines)	Per manpower per month	13776 /- + taxes (as per Dept. of Finance, GoCG order)

Note: The above rates are subject to change as per Dept. of Finance, GoCG order.

- 5. CHiPS shall be free to outsource the work entrusted to it either due to constraints of time, manpower or any other sufficient reason. However, the responsability of maintaining the sanctity and secrecy of work and of timely completion shall rest with CHiPS.
- 6. Either party shall abide by the Force Majeure clause of Law.
- 7. The decision of the Pt. Sundarlal Sharma (Open) University, Chhattisgarh shall be final and binding on all parties to this agreement, on all questions relating to the meaning of the specifications, and instructions as to the quality of workmanship.
- 8. CHiPS shall be responsible for the safe custody and use of the material or items or articles entrusted to them or their representative by the Pt. Sundarlal Sharma (Open) University, Chhattisgarh or their representative and shall not cause any unauthorized use.
- 9. ARBITRATION CLAUSE: If a dispute arising out of, and / or in connection with and / or in relation to this agreement or breach or termination thereof occurs between the signing parties and the same cannot be settled within 7 days by mutual discussions, such disputes or differences shall be referred to the Vice-Chancellor, Rt. Sundarial Sharma (Open) University, Chhattisgarh and his decision shall be final and blading on both the

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Dr. Preeti Rani Mishra Incharge NAAC Criteria-IV PSSOU, CG Bilaspur

Bilaspur (C.G.)

10. DELEGATION OF POWER: All powers exercisable, functions to be discharged in terms and conditions and covenants of this deed shall be exercised and discharged by the Pt. Sundarlal Sharma (Open) University, Chhattisgarh or by any other officer as specifically authorized by the Vice-Chancellor on his behalf. In witness whereof the parties hereto appended their signatures hereunder on the date and the year respectively mentioned against their signatures.

Chief Executive Officer

CHiPS, Raipur, Chhattisgarh

ecutive Officer

Date:

Place:

Pt. Sundarial Sharma (Open)

University, Chhattisgarh

Date: 20/01/2017

Place: Bilaspus

Witness:

Name

Designation

Signature

1. KAPIL DEUPATEL Plog. Coldinator

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Dr. Preeti Rani Mishra Incharge NARC Criteria-IV

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