CONTRACT
FOR IMPLEMENTING
EXAMINATION MANAGEMENT SYSTEM

This document along with all its schedules/annexures (hereinafter referred to as the "contract", as defined hereinafter) is made at Kolkata, West Bengal, India on this 14th day of August 2018, by and between:

JIS Group Educational Initiatives,Dwarka, 7, Sarat Bose Road, 1st Floor, Kolkata-700 020 represented by **Mr. Simarpreet Singh, Director**hereinafter called as "**JIS**"being the PARTY of the FIRST PART;

And

Mindlogicx Infratec Ltd, a company registered under Indian Companies Act 1956 and having its registered office and business at **10/1-B, Graphite India Road, Hoodi, Near Whitefield, Bangalore, Karnataka - 560048** represented by **Mr. Srijith P. S., Director - Operations** hereinafter called as "**Mindlogicx**" being the PARTY of the SECOND PART.

(JIS and Mindlogicx are collectively referred to as the "**Parties**" and individually as "**1st Party** and **2nd Party**respectively"**.**

1. RECITALS

WHEREAS JIS Group Educational Initiatives is one the major educational conglomerates of Eastern India. JIS University, part of JIS Group Educational Initiatives, contributes to the growth of higher education, research, entrepreneurship and skill development to blend traditional methods with modern technology-enabled teaching and learning practices and Research & Development. In addition to JIS University, the group comprises of several engineering colleges, medical colleges, dental college, pharmaceutical colleges, institutions of management and hotel management, ITIs, Diploma colleges and general colleges.

WHEREAS JIS University was established through the Legislative Act of the Government of West Bengal, viz. JIS University Act, 2014 (West Bengal Act XXII of 2014) came into effect through the Government of West Bengal Notification No86-Edn (U)/OM-4L/2013, dated 3rd February, 2015. Vide its letter no. 104-Edn (U)/OM-4L/2013, dated 06.02.2015; the Higher Education Department, Govt. of West Bengal intimated the Chancellor to start implementing the provisions of JIS University Act, 2014 and start the academic activities from the Academic Session 2015-16.

WHEREAS Vide its letter no. F. 8-6/2015 (CPP-I/PU), dated March 3, 2015; the University Grants Commission, New Delhi confirmed the inclusion of JIS University in the list of Universities maintained in its website www.ugc.ac.in.Vide its letter no. F.No.AB/AICTE/REG/2016 dated 30/11/2016 on the Subject of Status of JIS University; the University Grants Commission, New Delhi confirmed that JIS University is empowered to award degrees as specified under section 22 of the UGC Act.

WHEREAS JIS has decided to automate its examination system for all courses of study offered by it using latest technology to bring in transparency, efficiency and stake holder friendly services.

WHEREAS JIS has envisaged implementing Examination Management System (generally referred to as EMS) for all courses and faculties offered by it along with other colleges run by JIS Group Educational Initiatives.

WHEREAS Mindlogicx has specialized into providing such Examination ManagementSystem and submitted their proposal to JIS on 01 June 2018 and the same was qualified by the management, administration and faculty of JIS to be technically superior and to meet the requirements of the university and the JIS Group.

WHEREAS JIS after having gone through the due process of procurement has decided to award the said Contract to Mindlogicx as per the terms mentioned here under, which Mindlogicx has accepted on this date for the consideration as stipulated in the Contract.

NOW THEREFORE, PARTIES ENTER INTO THIS CONTRACT SETTING OUT THE RESPECTIVE ROLES AND RESPONSIBLITIES FOR THE IMPLEMENTATION OF EXAMINATION MANAGEMENT SYSTEM

2. DEFINITIONS

Whenever the following terms are used in general terms and conditions, or in other documents, the intent and meaning shall be interpreted as follows:

- **JIS Group or JIS**means all the institutions, colleges and university run by JIS Group Educational Institutions having their registered office at Dwarka, 7, Sarat Bose Road, 1st Floor, Kolkata - 700 020. The scope of this agreement covers all such institutions run and controlled by JIS Group Educational Initiatives. This includes:
  - o   JIS University, Kolkata
  - o   JIS College of Engineering
  - o   Narula Institute of Technology
  - o   Guru Nanak Institute of Technology

  Mindlogicx shall provide examination management to JIS Group institutions listed above and also other JIS institutions which will be added from time to time.

- **Mindlogicx** means M/S. Mindlogicx Infratec Ltd., a company registered under Indian Companies Act, 1956 and having its registered office and business at 10/1-B, Graphite India Road, Hoodi, Near Whitefield, Bengaluru, Karnataka - 560048, which has been awarded the said Contract to render the services under the scope of this Contract.

- **The Contract** means the legal Contract which is executed on the day first written above, by the authorized official of JIS and MINDLOGICX which will be legally binding on both the parties and their successors.

- **EMS** means Examination Management Systemand the Services delivered under this Contract.

- **Nodal Centre (NC)** means that the facility to be setup in the University main campus to manage the proposed project.

- **Digital Scanning Centre (DSC)** means the facility to be set up for scanning the handwritten Answer Books for digital evaluation by registered faculties.

- **Exam Delivery Centre (EDC)**means the identified locations / colleges / examination centres where QP are received from the university in a secured environment and printed or digital made available to the students in the exam halls **Just In Time (JIT)**

- **Exam Cycle** means thesemester examination conducted by the university. The university conducts semester examinations twice in a year. Each of such semester examination of the university is called **Exam Cycle** or **Exam Session**.

- **Digital Valuation System (DVS)** means the technology-based system developed by Mindlogicx for online assessment of handwritten answer scripts of the students. The DVS will be implemented at one evaluation location as identified by JIS. DVS includes the software and other technical know-how developed by Mindlogicx to enable online assessment and marking of answer scripts.

- **Scope of Services** means the services provided by Mindlogicx to JIS as specified under the terms of the Contract under clause 3 below.

- **Client Data** means all information, data, documents of JIS, students and other stakeholders of JIS in either paper based or digital based formats duly supplied by JIS to Mindlogicx under this Contract.

- **Works Contract**means the list of services that the Mindlogicx will be delivering to JIS under the Scope of the said Contract and as per the commercial terms set out in ANNEXURE - A appended herewith.

- **Competitor:** "Competitor" means any person, entity, corporation, partnership, association, joint venture or other organization that engages in or attempts to engage in Mindlogicx's Business or JIS's Business, respectively.

- **Proprietary or Confidential Information** shall mean knowledge and information not generally known in the industry which provides a competitive advantage, including, without limitation, technology, computer programs, research and development programs, formulas, know-how, forecasts, sales and marketing methods, financing sources, customer and mailing lists, customer usages and requirements, financial information and all other confidential information, trade secrets and data.

3. SCOPE OF SERVICES

The scope of this agreement covers all universities, institutions and colleges run and controlled by JIS Group Educational Initiatives. This includes:

JIS University, Kolkata

JIS College of Engineering

Narula Institute of Technology

Guru Nanak Institute of Technology

The overall scope of services under the said project envisaged for Examination ManagementSystem is appended along with the Contract as ANNEXURE - B.

It is principally agreed that the Mindlogicx's role is that of the technology Service Provider under this Contractfor managing the examination related services as more fully described in Annexure-B as a third party service provider while JIS continues to own and manage the academic administration and carry out their intrinsic roles and responsibilities including but not limited to conduct of examinations as per timelines and take complete responsibility for validation and fidelity of the examination related data.

4. ON-GOING SUPPORT

Mindlogicx shall perform all such services ongoing basis to ensure the smooth functioning of the EMS Software essential to render theservices under the scope of this Contract, including IT administration of the Examination processes. Mindlogicx shall ensure that the software system installed willbe robust enough to handle large volume of data as and when required and shall provide needful inputs to JIS to have appropriate back up and disaster recovery plans integrated.

4.1. Operations

The following operational tasks will be conducted by both JIS and Mindlogicx jointly for smooth execution of the project.

I. Responsibilities of Mindlogicx

i. Mindlogicx shall provide needful information to JIS for procuring the necessary IT infrastructure such as servers, scanners, printers, computers, application software, operating systems & database tools and system utilities at the identified and agreed locations for setting up Nodal Center (NC), Examination Delivery Centres (EDC) and Digital Scanning Center (DSC)for the University.

ii. During the period of the Contract, for efficient handling of the project, Mindlogicx shall set up necessary project management including deployment of their proprietary software and manpower while the IT assets as required and suggested by Mindlogicx will be provided by the JIS.

iii. Mindlogicx shall deploy qualified and trained manpower in NC and DSC to manage the project on ongoing basis and provide the support to the University as per the scope of the Contract and terms of delivery.

iv. Mindlogicx shall be responsible for the implementation of EMS using technically qualified and trained manpower, either on-roll or outsourced or a combination of both at the option of Mindlogicx to manage the project ongoing basis till the expiry of the Contract.

v. Mindlogicx shall set up the complete EMSproject for JIS using its software suite IntelliEXAMS® as per the scope of services which will be binding on both the parties. If for any reasons, additional customization or changes are required in the software and any other operational changes (Technical / Administrative) apart from the features defined in the scope of services in Annexure - B, the same may be undertaken by Mindlogicx only when JIS confirms in writing for the consideration to be mutually agreed upon.

vi. It is clearly understood that Mindlogicx is only a technology support provider for Examination Management System project undertaken by JIS and will limit its services to IT administration of the project while the University shall manage their academic administration on their own in view of the sensitivity of the project being undertaken.

II. Responsibilities of JIS

i. JIS shall procure all infrastructure, hardware and equipment for setting up of NC, EDC and DSC as recommended by Mindlogicx at the time of start of the project.

ii. JIS shall provide space in the University to set up the NC and the DSC free of cost.

iii. The facilities provided at the NC, EDC& DSC will have suitable uninterrupted power with back up facility, UPS, required internet bandwidth (along with a redundant internet connection), CCTV, Air conditioners, furniture and fittings etc as per the specifications given by Mindlogicx free of cost.

iv.   JIS shall ensure that the required stable internet connection with required bandwidth (along with a redundant internet connection) as suggested by Mindlogicxis provided free of cost at the NC, EDC and DSCfor timely transfer of data to and from the Nodal Centre. It is understood that any disruption in the internet availabilityin the scanning centres shall impact the timelines to complete the activities.

v.   JIS shall ensure that required computers / computer labs are made available for conduct of evaluation of answer scriptsatthe identified evaluation centres. Such facility shall have suitable uninterrupted power, back-up power, Air conditioners, furniture &fittingsand the required internet bandwidth with redundancy as per the specifications given by Mindlogicx and shall be provided free of cost. In the interest of the project and the faculties it is agreed that JISshall conduct the evaluation of the Answer scripts completely online covering all students and all courses of the university.

vi.   JIS shall provide examiners, officials and support staff to manage the academic part of the EMS project such as question paper setting, answerscriptevaluation, providing question paper & answer schemes etc besides providing timely approvals for the tasks undertaken by Mindlogicxat various stages of the project.

vii.   The evaluators for online evaluation shall be organized by JIS and JIS shall provide the detail of evaluators to Mindlogicx for creation of online profiles and login ids. JIS shall ensure that due verification and validation of evaluator's profiles and credentials is done as per its rules and established norms.

viii.   JIS shall provide, on time, the data of the students, examination form, examiners, head examiners, faculty, colleges and other relevant data in the required electronic format duly validated by the office of the CoE (Examination Section) to be uploaded into the system.

ix.   JIS shall provide soft copy (electronic) of duly validated data such as the Course details, Exam schedule, etc in the format as required by Mindlogicx. The system shall also support for direct data entry into the system by authorized JIS personnel.Mindlogicx shall not undertake any manual work related to data entry, conversion of data or any other manual work for the data related to students, university, colleges, examination or any other such data related to the project.

x.   JIS shall provide the database of approved evaluators in electronic form as per the format provided by Mindlogicx in order to facilitate creation of master data base for evaluation of answer sheets.

xi.   JIS shall ensure that the answer booklets are ofA4 size having cover page withminimum 95 GSM and inside pages with minimum 70 GSM for quality scanning. JIS to provide the sample Answer Scripts along with the relevant Question Paper. JIS should make the necessary changes / customization of the Answer Script so that the EMS solution delivers the intended output.

xii.   JIS shall take the responsibility of providingnecessary space and manpower and undertake the work of stacking the physical hand-writtenanswerscriptsin a safe environment for their future retrieval.

xiii.   JIS shall ensure that adequate safety and security is provided to all IT infrastructure deployed at NC, EDC& DSC.

xiv.   JIS shall inform Mindlogicx of discrepancies, if any, within 5 working days of receipt of data / reports, after which it will be presumed that the University has accepted the report in toto.

4.2. Training

Mindlogicx shall provide training to the staff of JIS at EDC&Evaluation Centres on the operation of the project. For this a specific training schedule will be made by Mindlogicx as and when required and the same will be approved by JIS.

4.3. Maintenance and Up gradation

Mindlogicxshallrender ongoing maintenance and support for the project at his own cost which includes staffing levels, escalation level along with escalation procedures. Mindlogicx shall ensure 98% uptime of the services all the time wherever there is no external dependency.

4.4. Consideration

For services rendered as per this Contract the Mindlogicx shall be compensated financially by JIS on **per student per semesterbasis** as per clauses nos. 6 & 7 of this Contract.

4.5. Client Data

The term "Client data" refers to data related to the students, faculty of JIS furnished by JIS to Mindlogicx pursuant to this Contract including any Intellectual Property. Mindlogicx may have access to the Client data while performing their duties and shall ensure that the integrity of the data is maintained at all times. Further Mindlogicx shall ensure that such Client data are not misused under any circumstances and upon expiration of the Contract, Mindlogicx shall deliver back to JIS any and all copies of such Client data, and modifications and derivative works based thereon, in whatever form or medium.

Mindlogicx will suggest suitable security systems while implementing the EMS project to protect the continuing interest of JIS data. Mindlogicx once awarded the Contract is expected to adhere to Information Security Management procedures as per acceptable standards with best practices. Mindlogicx will recommend suitable products and applications, to JIS for procuring the necessary hardware and software, for guarding the Systems against virus, malware, spyware and spam infections using the latest Antivirus which include anti-malware, anti-spyware and anti-spam solution for the entire system. Mindlogicx will maintain strict privacy and confidentiality of all the data it gets access to.

4.6. Intellectual Property Rights (IPR)

i.   Any IPR developed, deployed or tested by Mindlogicx or its affiliates during the course of this project will vest absolutely with the Mindlogicx.JIS shall acknowledge and agree to vest the IPR with the Mindlogicx. This includes source code, process documents, flow charts, project management templates and other resources developed by Mindlogicx and / or their agents, associates and principal parties involved in the project.

ii. No data of any sort including data on subject content, all examination and JIS data, information, research and development, knowledge pertaining to the courses offered by the JIS, any other field of research and development, shall be used and / or extracted by Mindlogicx for any use whatsoever without the consent of the University except those falling within the purview of this Contract.

4.7. Copyright and Ownership

It is expressly agreed by JIS that the project assets installed by Mindlogicx including the software, hardware (if any), firmware, documentation and network plans are proprietary information of Mindlogicx and are protected by applicable copyright and other related laws. Ownership of thesoftware, copy, compilation, enhancement, improvement, translation, derivative works, modification or merged portion of the software shall at all times remain with Mindlogicx.JIS shall ensure that the software and IPR deployed by Mindlogicx are not made accessible to any third-party inspection without the written consent of Mindlogicx.JIS shall ensure that the Copy Rights and other Intellectual Property Rights of Mindlogicx shall not be violated by its employees or any one claiming under JIS and shall endeavor to protect the copy right from any third-party violations.

5. TERM

The term of this Contract shall be for a period of 5 (FIVE) years commencing from WINTER,2018 exam cycle in the months of Nov-Dec 2018. On completion of the five-year term, the contract may be further renewed for same duration after mutual discussions and consideration of any special terms that may be added, amended or existing terms that may be deleted.

6. COMMERCIAL TERMS

JIS shall pay Mindlogicx the following consideration on per student per semester basis.

S.No.	EMS Activity under consideration	Per Student / semester Cost INR(all prices excluding taxes)
BASIC SERVICES		

1.	**A. Question Paper Delivery System**
	    i. Uploading and electronic delivery of question papers from the university
	
	    ii. Printing of Question Papers at Exam Centers
	
	B. Digital Valuation System
	    i. Centralized Evaluation
	
	    ii. Evaluation in individual colleges
	
	    iii. Evaluation on the go
	
	C. Result Processing and Publishing
	D. E-Governance
	    i. Online form for student registration for the exam
	
	    ii. Admit card generation and printing
	
	    iii. Direct upload of practical and internal marks
	
	    iv. Result publication modes - online, SMS etc.
	
	E. IntelliCAS(stationery from JIS)
		Rs.350/- for December 2018 and June 2019 exam cycles
		
		Rs. 325/- for all other exam cycles (for the next 4 years / 8 examinations cycle)

	i. Mark sheet printing (printing format only) ii. Certificate printing (printing format only)	
ADDITONAL SERVICES		
2	For every additional mark sheet printed in the stationery provided by the university with non-processor hologram and authentication services (stationery from JIS)	Rs.100/- for every additional mark sheetprinting
3	For every additional certificate printed on the stationery provided by the university for each certificate e.g.: consolidated mark sheets, provisional certificate, degree certificate etc. (stationery from JIS)	Rs.100/- for every additional certificateprinting
4	a. Exam e-governance viz., scheduling, rescheduling of exams, report generation etc. b. Communication protocol for students c. Faculty management viz., registration, validation and compensation management d. Digital storage of answer scripts for 5 years e. Audit management f. Printing of provisional certificates and degree certificates for passing out students	No separate cost

a. The effective date of commencement of the project will be from the date of first examination going live for all students under all faculties of the University.

b. The University shall adopt the Examination Management System for all eligible students registered under university and eligible associate institutes of JIS group mandatorily from December 2018 exam cycle.

7. PAYMENT TERMS

For the above paid services, the following payment terms are applicable and becomes payable on demand. The payment shall be made by way of crossed account payee cheque / DD or electronic transfer to the designated account of Mindlogicx Infratec Limited, Bangalore.

- 30% advance of the Total paid Services shall be paid 15 days before the commencement of the examination for the semester / session under consideration.
- 30% payment of the Total paid Services shall be paid at end of examination once question paper delivery work is completed.
- 40% balance payment of the Total paid Services shall be paid on printing of mark sheets for the semester / session under consideration.

The invoices raised by Mindlogicx are payable within two weeks from the date of receipt of the same by the client.

TDS
Client can deduct TDS as applicable and forward the TDS certificate on time.

TAXES AND LEVIES
Applicable taxes and levies will be charged extra on the invoices raised by Mindlogicx.

8.   SEPARATE IDENTITY AND ENTITY

It is expressly agreed that both the parties shall maintain separate identity at all times. Towards this end, all records, reports and files prepared or maintained by Mindlogicx for JIS shall remain the sole and exclusive property and records of JIS. Mindlogicx shall have no authority hereunder to enter into Contracts on behalf of, or otherwise legally bind, JIS. Similarly,JIS agrees that the Mindlogicx is an independent entity and shall not do anything which could bind the Mindlogicx in any form other than the services to be provided to JIS and consequent obligations under this Contract.

The manpowerdeployed by the Mindlogicx for discharging the Contractual obligations to JIS shall remain the sole responsibility of the Mindlogicx and such manpower shall not have any employer and employee relationship with JIS at any time.

9.   NON-COMPETITION
9.1. By JIS

1. Engage in, continue in or carry on any business which competes with Mindlogicx in Mindlogicx's Business or which is substantially similar thereto.

2. Offer employment to a person who is or was employed by Mindlogicx during the then immediately preceding one year or assist any other person or entity in offering employment to a person who is or was employed by Mindlogicx, during the then immediately preceding one year, without the prior written consent of Mindlogicx.

3. Engage in any practice the purpose of which is to evade the provisions of this covenant not to compete.

9.2. By Mindlogicx

1. Offer employment to a person who is or was employed by JIS during the then immediately preceding one year or assist any other person or entity in offering employment to a person who is or was employed by JIS, during the then immediately preceding one year, without the prior written consent of JIS.

2. Engage in any practice, the purpose of which is to evade the provisions of this covenant not to compete.

10. Protection of Confidential Information

Subject to the provisions of the Contract, the parties agree both during the Term of this Contract and after its expiry, to hold each other's Proprietary or Confidential Information in strict confidence. The parties agree not to make each other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose, other than the implementation of and as specified in this Contract and other than use by JIS to conduct its business. Each party agrees to take all reasonable steps to ensure that Proprietary or Confidential Information of either party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Contract. Each party's Proprietary or Confidential Information shall remain the sole and exclusive property of that party. The provisions of this Section shall survive termination or expiration of this Contract for any reason.

Neither party shall have any obligation with respect to Proprietary or Confidential Information which:

I. is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party.
II. is rightly received by the receiving party from a third party after the date hereof.
III. is independently developed by the receiving party without reference to information derived from the other party; and
IV. is subject to disclosure under court order or other lawful process.

11. EQUITABLE RELIEF

11.1. Breach of Contract:

Each party acknowledges that the provisions and restrictions contained in this Contract are necessary to protect the legitimate continuing interests of JIS and the Mindlogicxand that any breach or violation thereof may result in irreparable injury and damage to the other party. Accordingly, each party hereby agrees that, in the event of such breach, the other party shall be entitled to seek equitable relief as granted by any appropriate court of law.

11.2. Protection clause:

1. It is mandatory on the part of the Mindlogicx to protect the interest of JIS by ensuring strict compliance of data security by deploying suitable Information security systems and policies. Necessary security measures including physical and electronic security measures shall be put in place as per industry standards and IT act/s as amended from time to time. Mindlogicx shall ensure all data related to the entire examination processes are handled with strictest confidence during the tenure of the Contract and return all the data and information of JIS and in possession of Mindlogicx after termination of the Contract.

2. Mindlogicx, its directors, employees or anyone claiming under Mindlogicx shall be protected by JIS by providing a conducive working environment in the University campus or other identified locations and shall be further indemnified by JIS for any acts or all acts done pursuant to this Contract or any other work done as requested by JIS even if the said work is outside the purview of the scope of work mentioned herein. It is expressly understood that Mindlogicx is only the technology platform provider to carry out the scope of work as envisaged in the Contract and shall not be responsible for any fallout actions outside the scope of the Contract and accordingly JIS undertakes to protect the legitimate and continuing interest of the Mindlogicx

3. Downsizing of the Contract: Downsizing of the Contract by way of reducing the scope of work or reducing the number of students who will be put through the system etc cannot be done by JIS under any circumstances as the Mindlogicx will be investing huge resources for the project based on the firm Contract being executed.

12. TERMINATION

1. JIS may terminate the Contract by giving six-month notice, if JIS is not satisfy with service of Mindlogicxs

2. Mindlogicx may terminate the Contract by giving six-month notice to JIS, if JIS does not make the payments as per the payment terms indicated in clause 7, without prejudicing its rights on the payments due as on that date. Under no circumstances the Contract can be terminated for convenience by the Mindlogicx.

3. Force Majeure Event: On account of force majeure such as calamities, civil disorder, fire, earth quake, war and any acts of God, the Contract shall stand suspended till the force majeure conditions are set right. In such case, both the parties will endeavor to set right the situation and continue the Contractual obligations once the Force Majeure situation cease to exist.

13. INDEPENDENT CONTRACTOR RELATIONSHIP

It is acknowledged and agreed that Mindlogicx's relationship with JIS is at all times hereunder is that of an independent Contractor. JIS shall have no authority over Mindlogicx's internal business affairs and decisions. Mindlogicx shall have no authority to act on behalf of, or legally bind JIS, and Mindlogicx shall not hold itself out as having any such authority. This Contract shall not be construed as creating a partnership or joint venture.

14. LIABILITY, WARRANTIES

Mindlogicx hereby warrants and represents that the Mindlogicx will provide the services requested pursuant to this Contract in a workmanlike and professional manner. Mindlogicx shall comply with all of its obligations under the Contract; the results and proceeds of Mindlogicx's services provided hereunder do not and will not infringe upon the copyright, trademark or service mark rights of third parties; to the best of Mindlogicx's knowledge, the results and proceeds of Mindlogicx's services provided hereunder do not and will not infringe upon the patent rights of any third parties. Mindlogicx shall indemnify JIS of any such copyright, trademark or patent infringements, if any, during the subsistence of the Contract.

15. INDEMNITY

15.1 JIS shall indemnify and hold Mindlogicx harmless against any and all liabilities, losses, damages, judgments, claims, causes of action, and costs (including attorneys' fees and disbursements) which Mindlogicx may hereafter incur, suffer, or be required to pay, defend, settle, or satisfy as a result of third party claims against Mindlogicx based on or arising out of: (i) representations or warranties made by JIS to its affiliates, associates or any third parties or (ii) JIS's failure to comply with its obligations to them under the scope of this Contract. Mindlogicx will be indemnified by JIS   for any and all issues raised by their colleges, faculties / staff, students and parents or any public initiated litigations and / or claims.

15.2 The Mindlogicx shall indemnify and hold JIS harmless against any and all liabilities, losses, damages, judgments, claims, causes of action and costs (including attorney's fees and disbursements) which JIS may hereafter incur, suffer, or be required to pay, defend, settle or satisfy as a result of third party claims against JIS based on or arising out of
(i) representations or warranties made by the Mindlogicx to its affiliates, associates or any third parties or
(ii) Mindlogicx's failure to comply with its obligations.

16. MISCELLANEOUS

16.1. Access, Title and Insurance

JIS, its agents, employees and Contractors who, in Mindlogicx's discretion, do not pose a security risk to Mindlogicx personnel or property, shall be permitted access to Mindlogicx Location(s) to be accompanied at all times by an Mindlogicx escort, during normal business hours for the purpose of installing, operating, maintaining software or data, after giving a reasonable advance notice to

Mindlogicx, provided, however, that JIS agrees to comply with Mindlogicx's security regulations and other local site operating policies and procedures while on the Mindlogicx Network Location for these express purposes. A reasonable advance notice of not less than SEVEN calendar days' for the above said purpose would be given by the University. The Mindlogicx shall arrange to get the insurance done at his own cost for all the assets installed for the project and the beneficiary of the insurance claim, if any will be the Mindlogicx or his assignee.

16.2. Severability

Whenever possible, each provision of this Contract will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof is held by a court of competent jurisdiction to be prohibited or invalid, such prohibition or invalidity shall not affect the remaining provisions of this Contract. In the event a court of competent jurisdiction shall determine and hold that the covenants contained herein are invalid or unenforceable for any reason, the parties hereby request that such court reform the provisions hereof in a manner to cause the covenants contained herein to be enforceable as closely as possible to the way in which originally written.

16.3. Counterparts

This Contract may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and all of which shall together constitute but a single instrument.

16.4. Further amendments

The parties hereby agree to execute such other documents and perform such other acts as may be reasonably necessary or desirable to carry out the purposes of this Contract including mutually agreeable amendments if any.

16.5. Notices

Any and all notices provided for herein shall be in writing and shall be considered as properly given if delivered to the party duly acknowledged or delivered by registered post, or email to the parties hereto at the addresses set out below opposite their names or such other address or to the attention of such other person as the party shall have specified by prior written notice. Any notice under this Contract shall be deemed to have been given
(a) if delivered in person, when so delivered or refused; or
(b) if by registered or mail, when so delivered or refused: or
(c) if sent by email to the email id of the person concerned.

16.6. Binding effect

This Contract shall bind and inure to the benefit of the parties, and their respective successors, heirs and assigns.

17. DISPUTE RESOLUTION

17.1 If any disputes and claims arising out of or relating in any manner to this agreement on the breach, termination, non-performance, interpretation or validity thereof, shall first be discussed in good faith by officers duly nominated for the purpose by each party, with a view to resolving the same.

17.2   All and any disputes and claims aforesaid, which cannot be fully and satisfactorily resolved or settled by the parties as aforesaid, shall be referred to a sole Arbitrator jointly to be appointed by JIS and Mindlogicx. The sole Arbitrator shall be a retired Judge of High Court. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto and subject to legal remedies available under the law. The place of arbitration shall be Kolkata. The arbitration shall be conducted in English and all written documents used during the arbitration shall be in English. The arbitral proceedings shall be done on a fast track mode and completed within ONE year and the award shall be the speaking Award.

18. ASSIGNMENT

The parties cannot assign this Contract to any other entity or agency either in whole or in part without agreeing to it in written form and as an amendment to this Contract and without affecting the Contractual obligations both parties have agreed under the scope of this Contract.

19. SURVIVAL

The provisions of the Contract shall survive the termination of this Contract to the extent set forth in such provisions including the dispute resolution, indemnity clause and equitable relief clauses.

20. LEGAL DISCLAIMER

This Contract entered between JIS and Mindlogicx contains the entire Contract and understanding of the parties with respect to the subject matter hereof and supersedes and replaces all prior discussions, agreements, proposals, understandings, whether orally or in writing, between the parties related to the subject matter of this Contract. If any provisions hereof are deemed to be illegal or unenforceable by a court of competent jurisdiction, the enforceability of effectiveness of the remainder of the Contract shall be enforceable without reference to the unenforceable provision.

IN WITNESS WHEREOF, the parties have executed this Contract at Kolkata, West Bengal, India with full knowledge of its content and significance which is intending to be legally bound by the terms set out as aforesaid.

For JISGroup Educational Initiatives   **For Mindlogicx Infratec Limited**

Director   **Director Operations**

_____   _____

Name: Simarpreet Singh   **Name: P. S.Srijith**

Witnesses:

Name:

Witnesses:

Name:

ANNEXURE - A

WORKS CONTRACT

1. PRICING

This works Contract is issued by JIS University in continuation of theaforesaidContract for implementing Examination Management Systemand is an integral part of the Contract. JIS shall pay Mindlogicx the following financial consideration for the services mentioned here-under:

S.No.	EMS Activity under consideration	Per Student / semester Cost INR(all prices excluding taxes)
BASIC SERVICES		

1.	**A. Question Paper Delivery System**
	   i. Uploading and electronic delivery of question papers from the university
	
	   ii. Printing of Question Papers at Exam Centers
	
	B. Digital Valuation System
	   i. Centralized Evaluation
	
	   ii. Evaluation in individual colleges
	
	   iii. Evaluation on the go
	
	C. Result Processing and Publishing
	D. E-Governance
	   i. Online form for student registration for the exam
	
	   ii. Admit card generation and printing
	
	   iii. Direct upload of practical and internal marks
	
	   iv. Result publication modes - online, SMS etc.
	
	E. IntelliCAS (stationery from JIS)
	   i. Mark sheet printing (printing format only)
	
	   ii. Certificate printing (printing format only)
		Rs.350/- for December 2018 and June 2019 exam cycles
		
		Rs. 325/- for all other exam cycles (for the next 4 years / 8 examinations cycle)

ADDITONAL SERVICES		
2	For every additional mark sheet printed in the stationery provided by the university with non-processor hologram and authentication services (stationery from JIS)	Rs.100/- for every additional mark sheetprinting
3	For every additional certificate printed in the stationery	Rs.100/- for every additional

	provided by the university for each certificate e.g.: consolidated mark sheets, provisional certificate, degree certificate etc. (stationery from JIS)	certificateprinting
4	a. Exam e-governance viz., scheduling, rescheduling of exams, report generation etc. b. Communication protocol for students c. Faculty management viz., registration, validation and compensation management d. Digital storage of answer scripts for 5 years e. Audit management f. Printing of provisional certificates and degree certificates for passing out students	No separate cost

a. The effective date of commencement of the project will be from the date of first examination going live for all students under all faculties of the University.

b. The University shall adopt the Examination Management System for all students registered under all faculties of the university mandatorily from December 2018 exam cycle.

2. PAYMENT TERMS

For the above paid services, the following payment terms are applicable and becomes payable on demand. The payment shall be made by way of crossed account payee cheque / DD or electronic transfer to the designated account of Mindlogicx Infratec Limited, Bangalore.

- 30% advance of the Total paid Services shall be paid 15 days before the commencement of the examination for the semester / session under consideration.
- 30% payment of the Total paid Services shall be paid at end of examination once question paper delivery work is completed.
- 40% balance payment of the Total paid Services shall be paid on printing of mark sheets for the semester / session under consideration.

The invoices raised by Mindlogicx are payable within two weeks from the date of receipt of the same by the client.

TDS
Client can deduct TDS as applicable and forward the TDS certificate on time.

TAXES AND LEVIES
Applicable taxes and levies will be charged extra on the invoices raised by Mindlogicx

3. OTHER TERMS & CONDITIONS

1. Duration of the contract: The duration of the Contract is 5 (FIVE) years with option to renew the contract with mutual consent for same duration.

2. The prices quoted above are for the said services only and doesn't include any other activities.

3. JIS shall conduct the evaluation of the answer scripts completely online that will enable "Anytime & Anywhere evaluation".

4. Any other statutory taxes and levies that may come into force from time to time may be applied by the respective parties effective from the date they become applicable.

5. It's clearly understood that Mindlogicx is only a technology support provider for Examination Management System project undertaken by JIS and will limit its services to IT administration of the project while the University shall manage their academic administration on their own in view of the sensitivity of the project being undertaken.

6. The rates mentioned above are exclusive of taxes and levies as applicable.

7. University shall provide the necessary pre-printed stationeries for printing of mark sheets, hall tickets and any other applicable forms of printing.

8. University shall be responsible for setting of question papers and other relevant activities broadly classified as Academic Administration under the scope of the project while the company shall provide IT administration for the said project.

9. The University shall also be responsible for providing approved evaluators to do digital evaluation, wherever the option is chosen.

10. The University shall provide necessary student, course and examination data to Mindlogicx as required for successful implementation of the project.

11. The university shall provide minimum required space, electricity including generator power and other amenities free to set up IT infrastructure at University, colleges and other locations as required for setting up scanning and evaluation centers.

12. The IT infrastructure and software deployed by Mindlogicx for the project will remain the sole property of the company and will be taken back by the company at end of the project.

13. For operations of the project all IT infrastructure including scanners, printers, desktops and networking equipment will be provided by the university as recommended by Mindlogicx.

14. University shall provide suitable space in the University premises for establishing NOC in select location of the University for establishing NOC, free of cost along with power backup and internet bandwidth.

15. University shall establish the examination delivery centers (EDCs) at all colleges where exams have to be conducted by providing required number of computers, internet, UPS and high-speed printers as suggested by Mindlogicx. The software installation, configuration support and maintenance support will be provided by Mindlogicx at all EDCs.

16. University will organize evaluation centers by providing the required number of computers, electricity with backup power, UPS, furniture, air conditioners, required internet bandwidth, etc. free of cost at all the intended locations where evaluation centers need to be setup for centralized evaluation. Mindlogicx will provide software installation, configuration support and maintenance support at all such evaluation centers. Mindlogicx will also provide training

to the evaluators and evaluation centers staff to carry out onscreen evaluation of scanned answer copies using proprietary software suite of Mindlogicx.

17. Any software up-gradations of IntelliEXAMS® will be provided free of cost by the company during the subsistence of the contract and will be undertaken on need basis.

18. University shall provide all students details, faculty / curriculum details, course details, subject codes, college codes and any other data in electronic format to upload in the software installed by the Service Provider at NOC.

The works Contract is issued by theChancellorof JIS University under the seal of the University on the day first mentioned above and Mindlogicx acknowledge the receipt of the works Contract as per the terms stated above.

For JIS Group Educational Initiatives　　　　**For Mindlogicx Infratec Limited**

Director　　　　**Director Operations**

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Name: Mr. Simarpreet Singh　　　　**Name: Mr. P. S.Srijith**

Witnesses:　　　　**Witnesses:**

 Name:　　　　 **Name:**

ANNEXURE - B

SCOPE OF WORK

The overall scope of work of Examination Management System project at JIS is described below:

A. Question Paper Delivery System
   i.   Direct uploading of question papers from the university
   ii. Printing of Question Papers at Exam Centers

B. Digital Valuation System
   i.   Centralized Evaluation
   ii. Evaluation in individual colleges
   iii. Evaluation on the go

C. Result Processing and Publishing

D. E-Governance
   i.   Online form for student registration for the exam
   ii. Admit card generation and printing
   iii. Direct upload of practical and internal marks
   iv. Result publication modes - online

E. IntelliCAS (stationery from JIS)
   i.   Mark sheet printing (printing format only)
   ii. Certificate printing (printing format only)