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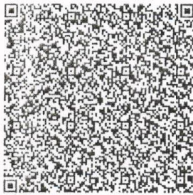


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Certificate No. : IN-UP60209131964185W
 Certificate Issued Date : 13-Nov-2024 05:46 PM
 Account Reference : NEWIMPACC (SV)/ up14053004/ GAUTAMBUDDH NAGAR 2/ UP-GBN
 Unique Doc. Reference : SUBIN-UPUP1405300417223029209866W
 Purchased by : WESHINE TECH PRIVATE LIMITED
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) :
 First Party : TEERTHANKER MAHAVEER UNIVERSITY
 Second Party : WESHINE TECH PRIVATE LIMITED
 Stamp Duty Paid By : WESHINE TECH PRIVATE LIMITED
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

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MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding (herein after referred to as "MOU") is made and executed at **Teerthanker Mahaveer University** on this 14 day of November, 2024.

BETWEEN

Teerthanker Mahaveer University, having its Campus at **Moradabad**, (constituted under an act of State Legislature of Rajasthan (Act 14 of 2009) through its authorized representative Registrar, Teerthanker Mahaveer University herein after referred to as "TEERTHANKER MAHAVEER UNIVERSITY" (Which expression shall, unless repugnant to the context or meaning therefore, be administrators and/or assigns) of the **First Party**.

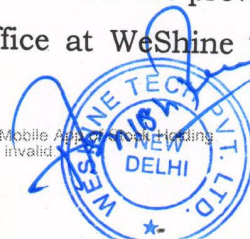
AND

WeShine Tech Private Limited a company incorporated under the provision of the companies Act, 2013, having its registered office at WeShine Tech

Statutory Alert:

- The authenticity of this Stamp certificate should be checked at www.e-stamp.gov.in or using e-Stamp Mobile App.
- The onus of checking the legitimacy is on the users of the certificate.
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Dr. Vaibhav Rastogi
Registrar
Teerthanker Mahaveer University
Moradabad



WESHINE TECH PRIVATE LIMITED WESHINE TECH PRIVATE LIMITED WESHINE TECH PRIVATE LIMITED WESHINE TECH PRIVATE LIMITED WESHINE TECH PRIVATE LIMITED

Private Limited Pune (herein after refer as "WeShine Tech Private Limited") through its authorized representative Utkarsh Mangudkar CEO/ Director. (Which expression shall, unless repugnant to the context or meaning therefore, be administrators and/or assigns) of the **Second Party**.

The parties are individually referred to as "**Party**" and collectively referred as "**Parties**"

The Second party is in the business of providing the innovative assessment services to leading educational institutions, government organizations and corporate entities. A more than decade old experience in testing and assessment services, WeShine Tech Private Limited has been leveraging its certified test processes in transforming the way tests are managed and delivered in India. WeShine Tech Private Limited offers high levels of reliability, quality and security for consistently delivering large tests and Digital Evaluation Services to the Universities.

The First Party is an autonomous private University and a provider of quality education and helps qualified candidate select a career path with the help of high-quality education and scientific tests with qualitative feedback by analyzing the available information for the candidate to chart the right education and career path keeping in mind affordability and flexibility.

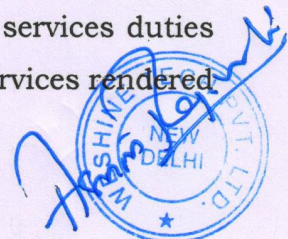
The Second party has mutually agreed and consented for evaluation of its answer sheet in the digital mode by making use of trademark, on the screen making (OSM) system and other service as describe in detailing **Annexure-1** and **Annexure-2**, WeShine Tech Private Limited has agreed to perform such services for the University.

It is hereby agreed by and between the parties here to as follow: -

1. **The Services**

1. WeShine Tech Private Limited Pvt. Ltd shall provide the services as specified in annexure 1 hereof in the (the services) to the University under this MOU.
2. WeShine Tech Private Limited Pvt. Ltd shall compile with the end-requirement of the University relating to performance of the services duties and obligations as detail in annexure -1 of this MOU. These services rendered


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Teerthanker Mahaveer University




by WeShine Tech Private Limited would be as for NAAC acceptable standards and commercially responsible as describing **Annexure-1, Annexure- 2.**

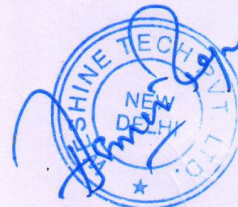
2. Payment of Fees and Expenses

1. Consideration of the services to provide by WeShine Tech Private Limited as per this MOU, University shall pay WeShine Tech Private Limited Pvt. Ltd such fees and charges as described in **Annexure-2** hereof. The fees shall be exclusive of expenses and charges for the scope of work describe in **Annexure-1.**
2. Admissible tax would be extra and be applicable, at this time of billing on the total invoice amount including the reimbursement of amount, if any as per government of India rule and regulation in force at the of raising an invoice.
3. University shall be deemed to have communicated and accepted and invoice if written/email objection is presented within 30 days from the date on an invoice. In case objection by the University, the parties shall make every responsible effort to promptly settle the issue concerning the invoice in question.

3. Representation by the Parties

- 3.1.1 WeShine Tech Private Limited Pvt. Ltd Represents the University that:
- 3.1.2 It has full power and authority to enter into this MOU and performs the services under this MOU.
- 3.1.3 It shall comply with all applicable laws, regulation, government and other regulatory approvals as require to avail the services under this MOU.
- 3.1.4 It has full authority, power to enter into this MOU and shall grant necessary permissions to the member of WeShine Tech Private Limited


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Pvt. Ltd support and implementation team that may require access to the University premises.

3.1.5 It shall peruse legal action against WeShine Tech Private Limited Pvt. Ltd in case WeShine Tech Private Limited Pvt. Ltd fail to honor/comply accordance to agree MOU.

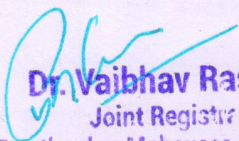
3.2. The University represents and warrants that:

- 3.2.1. It shall be responsible for payment of services provided by WeShine Tech Private Limited Pvt. Ltd and service tax or GST, not applicable, provided that it is to satisfaction of University and in accordance of MOU.
- 3.2.2. It shall comply to with all applicable laws, regulations, government and other regulatory approval as required to avail the Services under this MOU.
- 3.2.3. It has full authority, power to enter into this MOU and shall grant necessary permissions to the members of WeShine Tech Private Limited Pvt. Ltd support and implementation team that may require access to the University COE premises of the University.
- 3.2.4. It shall pursue legal action against WeShine Tech Private Limited Pvt. Ltd, in case the WeShine Tech Private Limited Pvt. Ltd fails to honor/ comply in accordance to agreed MOU.

4. Term

The work is assigned to WeShine Tech Private Limited Pvt. Ltd initially for a period of 3 years starting from 1st January 2025, and same can be extended for 3 more years. The contract may be further renewed after the mutual discussion and consideration of any special term that may be added amend or existing term say that may be deleted. MOU Renewal will be completely based on the satisfaction of the TMU along with the renewal of the commercial. This will be mutually discussed after expiration of the MOU.

5. Review of Services, Records and Quality Standards


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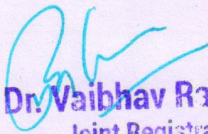
The Parties may constitute a coordination committee consisting of key personnel from both the parties as applicable. This committee will meet at such regular intervals as may be mutually agreed, to discuss the University's requirement & quality standards, plans, WeShine Tech Private Limited performance and any change in University requirement. WeShine Tech Private Limited and University will appoint one coordinator each, as single point of contact for solving any issue pertaining to the service under this MOU. Teerthanker Mahaveer University and WeShine Tech Private Limited Pvt. Ltd will define commercially reasonable, NAAC acceptable service level standards in writing, at every stage of the process based on broad parameters of efficiency, turn-around times and accuracy.

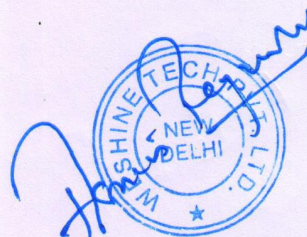
6. Intellectual Property Rights

6.1. It is agreed that the equipment, software, OSM system process, Templates created by WeShine Tech Private Limited and deployed for the University are offered only as a service and belong to WeShine Tech asset. Both Parties explicitly agree that there is no sale or transfer of ownership or transfer of Intellectual property (IP) rights from one party to the other. The respective party will hold their respective intellectual property right and ownerships of their respective material & assets. The University shall be provided OSM system only as service by WeShine Tech as per the terms of the MOU. The Intellectual property rights of all materials provided/brought by WESHINE TECH while serving the University belongs to WESHINE TECH

6.2. The period of service provisioning shall be limited to the term or mutually agree extended term as per the clauses of this MOU.

6.3. On expiry of this MOU, University shall cease to use all such material whose intellectual property lies with WESHINE TECH, In any manner whatsoever. On expiry of this MOU, WESHINE TECH shall handover the data owned by University, exam event wise on Hard Disks, as per the process mutually agreed between both parties.


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6.4. Notwithstanding anything in this MOU to the contrary, WESHINE TECH shall be free to use for any purpose the residual resulting from the service hereunder. Nothing herein shall prohibit WESHINE TECH from retaining one copy of the deliverables for its internal archive & retrieval. Any University data retained through such process shall be deleted based on University explicit written advice post completion of the project." Residuals" shall mean information intangible form, which may be retained by persons performing the services, including, without limitation, ideas, concepts, know-how, and techniques, which do not contain any deliverables.

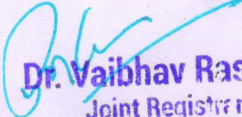
6.5. **Reproduction of Documentation:** During the period of the contract, the University shall have the usage at no additional charge to use or incorporate all or portion of materials found in WESHINE TECH literature such as operating and maintenance manuals, technical publications, prints, drawing, training manuals and other similar supporting documentation and sales literature, such usage right does not transfer any IP right of such materials to the University. WESHINE TECH agrees to advise the University of any updated information relative to the foregoing literature and documentation with timely written notice.

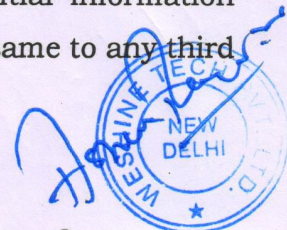
7. Information Security and Data Privacy

7.1. WESHINE TECH will be responsible for providing suitable security systems while implementing the OSM project to protect the continuing interest of the University. WESHINE TECH will adhere to the information security Management procedures as per acceptable standards with best practices. WESHINE TECH shall be responsible for guarding the systems against virus, malware, spyware and spam infections using the latest Antivirus which include anti malware, antispysware and anti-spam solution for the entire systems deployed by it. WESHINE TECH shall have to maintain strict privacy and confidentiality of all the data it gets access to.

8. Confidential Information

8.1. Either party shall hold in confidence all confidential information obtained, received from the other and shall not disclose the same to any third


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Joint Registrar
Teerthanker Mahaveer University
Haridwar



party without prior written consent of the other, during the term of this MOU and for a period of one (1) years from the date of termination or expiration of this MOU. Further, unless prior written consent of the either party is obtained, the other party shall not use confidential information for any purpose other than the purpose contemplated under this MOU.

8.2. "Confidential information" means all information, marked, designated as such by either party in writing together with all such information which relates to the business affairs, products, developments, trade secrets, know-how, personnel, customers and suppliers of either party or which may be reasonably regarded as the confidential information of the disclosing party. This clause shall survive the expiration or termination of this MOU.

9. Indemnity

1. Each party shall defend, indemnify the other party from and against any and all claims and pay any costs, damages, expenses and fees finally awarded in such claims and also reasonable attorney's fees respecting (1) breach of confidentiality, (2) injuries to persons, including death, on account of willful negligent acts or willful omissions of such party and (3) infringement of third-party software claims in all material provided/arranged by one party to the other party under this MOU.

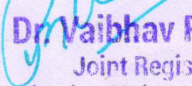
9.2. Notwithstanding the above, both parties shall not indemnify the other for any claims arising due to:

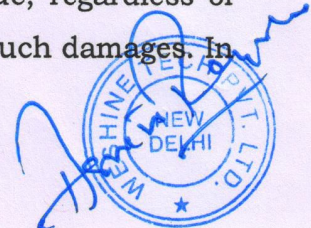
9.2.1 willful negligence, fraud or willful misconduct, fault of the other party's employees, agents or contractors or consultants.

9.2.2 Infringement of a third party's intellectual property rights.

10. Limitation of Liability

In no event shall WESHINE TECH, its employees, consultant, officers or Directors be liable for any indirect, consequential, incidental, special, punitive or exemplary damages, or for any loss of profits or revenue, regardless of whether we knew or should have known of the possibility of such damages. In


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Joint Registrar
Teerthankar Mahaveer Jyotishya
Moradabad



no event, WESHINE TECH total cumulative liability, including attorney's fees, under this MOU shall exceed 100% of the value of the service availed by the University for one exam cycle under consideration through this MOU.

11. Termination-Short Closure

11.1. This project being sensitive and have impact on the student's community, the University shall vest the rights to short close the contract awarded to the successful WESHINE TECH, in case WESHINE TECH fails to deliver the services as per the scope of work for a continued period of six month or one exam cycle whichever is shorter.

11.2 First party shall have the right to immediately terminate this MOU by giving written notice in the following case:

11.2.1 This other party makes an assignment for the benefit of its creditors;

11.2.2 The other party goes into liquidation, or a winding up order is made against it, or it suffers the appointment of a receiver, trustee or similar officer for the whole or part of its business or assets, or it files a petition seeking re organization, composition or a similar relief, or it takes any action under any law regarding insolvency.

11.3 Effect of Termination:

Upon expiration/Termination of this MOU

1. The University shall immediately make payment of the sums owed by it to the other party prior to such termination in one lump sum payment, within 7 days from the effective date of the termination and further other party complete the entire work in process and only after confirmation from the official of the TEERTHANKER MAHAVEER UNIVERSITY, it shall be treated that assignment has been completed by the other party, only then will TEERTHANKER MAHAVEER UNIVERSITY release the payment due and payable to other party.

2. Each party promptly deliver to the other party, all project related data and other information acquired/prepared/generated by it with the help of other party pursuant to this MOU

12. No Partnership


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Teerthanker Mahaveer University
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Nothing in this MOU is to be construed to make either party a partner, an agent or legal representative of the other for any purpose. Neither has any right or authority to accept any service of process or to receive any notices on behalf of the other party or to enter into any commitments, undertaking, or agreement purporting to obligate such other party in any way, or to amend, modify or vary any existing agreements to which such other party may be a party. Each party will be solely responsible for the compliance with any laws, decrees, regulations or orders affecting the agents, representative, advisors, employee or workers of such party, and will hold the other part harmless from any claims whatsoever arising in connection there with.

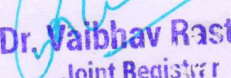
13. Non-employment/Non-Hire/Non Solicit:

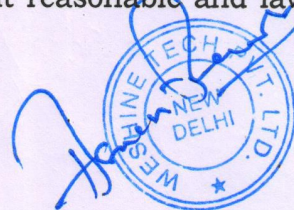
Each party shall deploy trained manpower resources for the purpose of carrying out its responsibilities/obligations under this MOU and such manpower shall not be deemed to be employees of the other party for any purpose whatsoever, either during the term of this MOU or Thereafter, Each Party shall hold the other party harmless against any claims made by any employee of such party, against the other party.

Neither party shall hire/Solicit for Employment, employ or otherwise retain other party's employees during the tenure of this MOU and for a period of one (1) year thereafter.

14. Force Majeure

Except to the University payments obligations to WESHINE TECH under this MOU, neither party shall be liable for any delay or failure in performing any of its obligations here under, if such delay or failure in performing any of its obligations here under, if such delay or failure either wholly or partly is due to force Majeure conditions such as floods, earthquake or other acts of god, or any acts of government body or public enemy, wars , riots ,embargoes ,epidemics, fires or any other causes, circumstances or contingencies beyond the control of such party. The party affected by such force majeure condition shall forth with notify the other party/Parties of the nature and extent thereof, In Writing, within fourteen (14) days after the occurrence of such force Majeure condition and shall to the extent reasonable and lawful


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under the circumstances use best efforts to remove or remedy such causes with all reasonable dispatch.

If the force Majeure condition in question prevails for a continuous period of one (1) month, the parties affected by such condition shall enter into Bona fide discussion with a view to alleviating its effect on this MOU by agreeing to such alternative MOU as may be fair and reasonable.

15. Assignment

Neither this MOU nor any of the rights, power or obligations created herein may be assigned in whole or in part, by either without prior written consent from the other.

16. Waiver

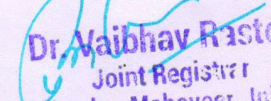
Failure of either party at any time to require performance of any provision of this MOU shall not affect the right to require full performance thereof at any time thereafter, and the waiver by any party of a breach of any provision shall not be taken to be a waiver of any subsequent breach there of as nullifying the effectiveness of such provision.

17. Amendment

This MOU shall not be amended, altered or modified, or any provision herein shall not be waived except by an instrument in writing expressly referring to this MOU and signed by the duly authorized representative of both the parties and no verbal MOU or conduct of any nature related to the subject matter hereof or the relationship between the parties will be considered valid and enforceable.

18. Entire Understanding

This MOU sets forth the entire understanding and agreement of the parties as to the subject matter of this MOU and supercedes all oral and written agreement between the parties regarding the subject matter, this agreement shall not be changed orally but only in writing signed by both parties. The terms of this MOU will govern all services listed out in Annexure-I, as undertaken by WESHINE TECH for the University and shall supercede any terms and condition given anywhere else in connection with the services to be


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Joint Registrar
Teerthanker Mahaveer University



performed under this MOU. Any modified terms and conditions or modified scope of work or additional scope of work relating to the tender document or this MOU that is different from the original RFP shall be mutually agreed in writing and signed by both parties before making them effective.

19. Severability

If any part or provision of this MOU, not being fundamental in nature, is held illegal or unenforceable, the validity or enforceability of remainder of this MOU shall not be affected if such part, term of provision is severable from the rest of this MOU without altering the essence of this MOU. If such part, term or provision is not so severable, then the whole of this MOU shall stand terminated, unless the Parties there upon negotiate in good faith in order to agree to the terms of a mutually satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision so found to be invalid, illegal or unenforceable.

20. Headings

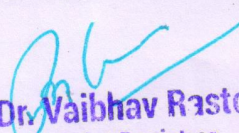
The clauses, headings and paragraphs contained in the MOU are for general reference and guidance and shall not be conclusive as to the meaning or the interpretation of this MOU.

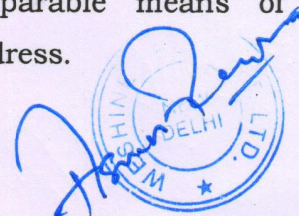
21. Publicity

During the term of this MOU and thereafter, WESHINE TECH is authorized by the University to use the trademarks that University uses, in connection with any promotional material that WESHINE TECH brings out, certainly only in respect of the assignment with the University and its work scope. WESHINE TECH has paid no consideration for the use of University trademarks, logos, copyrights, trade names or designation and nothing contained in this MOU shall give WESHINE TECH any right, interest or claim in any of them.

22. Notices

Any notice or other information required or authorized by this MOU to be given by either party or other may be given by hand or sent by registered post AD or by courier, or by facsimile transmission or comparable means of communication to the other party to the above stated address.


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23. Survival

The following provisions shall survive termination or expiration of this MOU for any reason: Section-2 to Section-25.

24. Dispute Resolution

All Disputes, differences of opinion and controversies arising between the parties out of this MOU shall be resolved amicably through mutual discussion between both parties, failing which they shall be finally settled by a sole arbitrator, whose name and appointment shall be decided by both the parties through mutual consent. The Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof for the time being in force. The award of the Arbitrator shall be reasoned award and shall be final and binding on both Parties. The venue of arbitration will be Delhi. The arbitration proceeding shall be conducted and award shall be rendered in English Language. During the pendency of any arbitration proceedings, the parties shall continue to perform their respective obligations under this MOU and shall not do or cause any such actions to hurt the reasonable interest of the other party. The cost of the arbitration proceeding shall be bearing the parties in equal share.

25. Governing Law

This MOU shall be governed by the Law of India and each of the Parties submit to the jurisdiction of the court of Delhi.


26. Counterparts

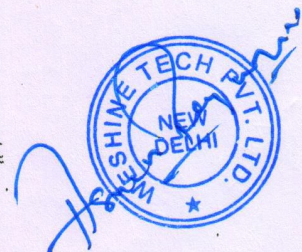
This MOU has been executed in two (2) counterparts each of shall deemed an original, and each of which shall constitute one and the same instrument.

OSM - Solution Overview

Online Digital Evaluation system is the process of applying technology to the process of marking/scoring descriptive answer booklets with a view of improving quality, flexibility, efficiency, transparency while making the scoring process easier for evaluators. It involves the following 4 steps:

- 1) Scanning answer booklets
- 2) Indexing answer booklets
- 3) Setting up & creating the marking environment


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4) Marking by evaluators

26.1 Scanning and On-Screen Evaluation

The scope of On Screen Marking at Teerthanker Mahaveer University is extensive, covering virtually every aspect of the On-Screen Marking lifecycle. WeShine Tech Private Limited is uniquely qualified to support these comprehensive requirements of Teerthanker Mahaveer University through its experience at other client locations. We believe WeShine Tech Private Limited's strength of delivering solutions combined with the robustness of OSM platform provides the right solution to meet the scale and rigor required by TEERTHANKER MAHAVEER UNIVERSITY.

Fundamental to any solution that Teerthanker Mahaveer University might choose is the degree of confidence that can be placed in the integrity and qualifications of the selected service provider. WeShine Tech Private Limited has the organizational strength, technical capabilities, and practical experience to meet and exceed all the requirements in an effective and efficient manner.

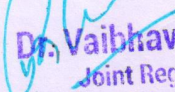
26.2 Students: OSM platform has been built with very intuitive tools and lot of features have been designed in such a way that right quality is achieved the first time itself. This helps the evaluators to complete the evaluation in far lesser time compared to the manual evaluation. This reduces the overall evaluation cycle. The auto totaling forced annotation tools help in plugging certain errors like totaling etc. at the source itself, this means right results the first time itself.

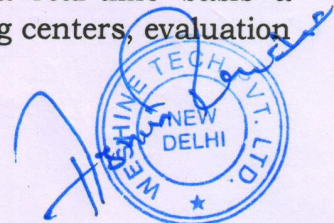
In addition, WeShine Tech Private Limited's experience of processing results with very complex combinations and rules for very high volumes will help Teerthanker Mahaveer University to further reduce the overall cycle time.

Through this Teerthanker Mahaveer University will be able to announce results faster to the students.

26.3 Faculties: OSM has been designed and built keeping the evaluators at the core of the design philosophy. The design has been done based on the inputs given by thousands of evaluators across the globe. The tools are very intuitive and the navigation between screens have been made very easy and with very minimum touch points. The faculty can focus on the core activity of evaluation and need not worry about the totaling, tracking number of booklets etc. OSM platform will provide the faculty with the required reports and dashboards to track their work and keep a record of the work and payments.

26.4 Exam Section: The administrator module within the OSM platform will provide the Exam Section with a host of reports that will help the office to continuously monitor the progress of scanning, upload of booklets for evaluation and the evaluation activity. The dashboards and reports will help the exam office monitor the productivity of the markers and take corrective action. The centralized dashboards will provide on a real-time basis a consolidated view of the marking activity across scanning centers, evaluation centers, programs, subjects, markers etc.


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TEERTHANKER MAHAVEER UNIVERSITY: Teerthanker Mahaveer University officials from their central offices can monitor the overall progress of evaluation. Take corrective action based on the dashboards and reports. Teerthanker Mahaveer University officials will be able to take several policy decisions based on the inputs derived through the reports of the evaluation activity, quality of evaluation etc.

26.5 Solution Deployment Model

WeShine Tech Private Limited shall have a detailed discussion with the concerned officials of Teerthanker Mahaveer University and decide the solution deployment model. WeShine Tech Private Limited shall demonstrate various scanning and evaluation models and then arrive at the best possible solution in discussion with the TEERTHANKER MAHAVEER UNIVERSITY.

Detailed deployment plan shall be submitted and activities will start based on the approval from TEERTHANKER MAHAVEER UNIVERSITY.

26.6 Security

WeShine Tech Private Limited gives prominence for the data security at all levels. We are also one of the companies which has started adopting the GDPR regulation for protecting and safeguarding the sensitive data.

Security for the solution is managed at all levels - physical, user level and relevant communication.

26.7 IT Security:

✦ Communication between applications and the core domain is encrypted to prevent eavesdropping and data tampering.

✦ Web service Extension has been incorporated into the web services to ensure data integrity, data confidentiality and user authentication.

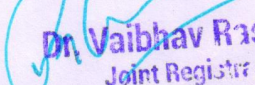
✦ The tool communicates across the secure link using secure socket layer SSL.

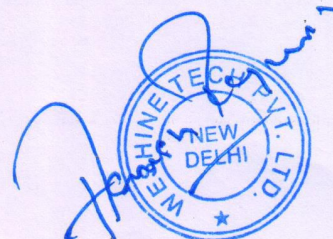
✦ The IP Address with date and time stamp of every marking machine that is used is captured.

✦ Only machines whose IP Address are pre-populated in the On- Screen Marking environment database can be used for accessing the booklets.

Evaluators will have to use a One Time Password to log into the system every time and this is configurable.

26.8 Process Security:


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- ✦ Access to the scanning centers is restricted.
- ✦ Scanning is done at a central location within client premises under tight security.
- ✦ All the booklets that are received are in-warded by reading the barcode of the booklet and this is recorded in the work flow system. This is done even before the scanning is done and this ensures that the booklet is traceable through the life cycle from inward to outward and then storage of papers.
- ✦ The On-Screen Marking environment is hosted physically in University with tight control access privileges.
- ✦ All scanned images are directly uploaded to the centrally hosted environment directly from scanning center.
- ✦ Absolutely zero manual handling of scanned images from scanning center to marking Centre.
- ✦ The cover page and pages which have candidate details are suppressed and not visible to evaluators.
- ✦ System generates unique dummy number on top of the barcode number and only the dummy number is seen by evaluator.


26.9 Penalty

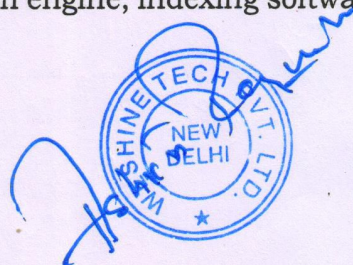
Due to any reason, if Project is not completed by WeShine tech after signing the MOU, the penalty will be 25% of the entire invoice value will be charged by TMU. If the issue from the University for not providing the correct data then this will not be applicable.

27. Scope of Work


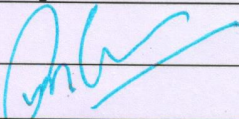
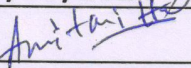
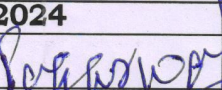
27.1 Based on the understanding of TEERTHANKER MAHAVEER UNIVERSITY's requirements, this proposition is being submitted by WeShine Tech Private Limited to offer On Screen Marking to TEERTHANKER MAHAVEER UNIVERSITY. WeShine Tech Private Limited will deploy the OSM platform to enable TEERTHANKER MAHAVEER UNIVERSITY's evaluators to perform On Screen Marking of answer booklets.

27.2 Keeping in mind the large volumes of descriptive examinations administered in India, OSM – WeShine Tech Private Limited's On Screen Marking platform has been built with several key digital evaluation components like core scanning software, evaluation engine, indexing software, reports, results management etc...


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IN WHITNESS WHEREOF, the parties hereto have executed this MOU by their authorized representative as of the data first above written.

For and on behalf of First Party i.e. WeShine Tech Private Limited Pvt. Ltd	For and on behalf of First Party i.e. Teerthanker Mahaveer University
Signature 	Signature 
Name:- Mr Ashish Rajvanshi	Name: Dr Vaibhav Rastogi
Designation:- General Manager- Sales (North)	Title: Joint Registrar Teerthanker Mahaveer University Moradabad
Date:- 14/11/2024	Date: 14/11/2024
Witness 	Witness 
Name:- Mr Amit Mittal Manager- Sales & Operations	Name:- Dr. Pradeep Kumar Controller of Examinations

Annexure-1(Requirement from University and Delivery Points from WeShine Tech)

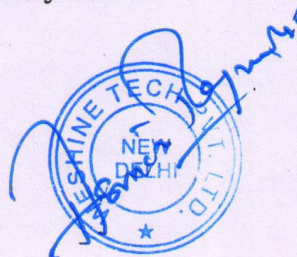
○ **Requirement from University**

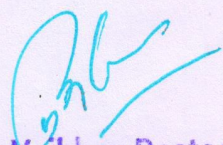
- We need a large hall to setup the Scanning infrastructure.
- We need Racks to manage and keeping the answer booklets.
- We need 8-10 workstations place with chairs to keep the Laptops, Scanners, Cutting machine, gunning machine and re-stappling activity.
- We need CCTV surveillance for the entire activity.
- We need AC availability in the scanning centre to avoid any kind of Humidity
- We need Power Backup in the scanning centre
- We need LAN as well as Wi-Fi internet connection for Laptops for uploading the scanned answer booklets.
- Facility of water for team.

- We need accommodation in the campus for our team either in the hostel or guest house. Also required permission to use the mess for meals on payment basis. If University can provide the hostel facility without any commercial that would be great or they can charge a min cost for the same.
- We need all the examiner data with latest photograph saved with Mobile Number in case of face recognition is enabled.
- We need all the answer booklets with OMR first page with barcode for implementing the digital evaluation. In case University is not able to provide the OMR with Barcode in the first page and if we need to do that then there will be an extra charge for that which is mentioned in the Annexure-2 of commercial.
- We need complete schedule of the date sheet to prepare the evaluation activity.
- We need the master data of the students before starting the scanning process.
- We need day wise attendance to cross verify the scanning data.
- We need one sample booklet before stating the process so that we can create the template for the same.
- All the report formats have to be shared before starting the scanning process.
- We need 1-2 representative from University to monitor the scanning process and for helping in case any doubt.

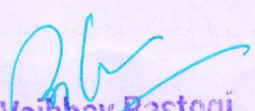
Deliverables of WeShine Tech

1. WeShine will handover all the scanned images of the answer booklets post completion of the evaluation.
2. WeShine will hand over all the answer booklets packets back to the University after completion of the scanning.
3. Report which WeShine will share on daily basis.
 - a. Inward Report for EOD
 - b. Outward Report for EOD
 - c. Scanning Report for EOD
 - d. Evaluation Report access
 - e. Dashboard access




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- f. Result as per the discussed format.
- g. Booklets available for the students if required.
- h. Any other report format if University ask.
4. WeShine will keep all the infrastructure related to Scanning and Evaluation activity
5. WeShine will keep the annotated answer booklets initially for 2 year and can be extended based on mutual commercial discussion.
6. WeShine will align SPOC for TMU who will coordinate for the evaluation process.
7. WeShine will take the approval to remove the asset post completion of the scanning.
8. WeShine will charge for the API integration, This will be based on the no of API University want. The cost will be mentioned in Annexure-2
9. WeShine will deploy all the required manpower for scanning process.
10. WeShine will re-staple all the answer booklets post scanning and packed in the same envelop and hand over to University.
11. The MOU's applicability after completing approximately 400 to 500 answer book evaluations as part of the pilot project and actual payment will be made (per answer book).
12. Tentative Date Sheets: Tentative date sheets can be provided 15 days in advance and final date sheets 7 days before the start of exams.
13. All scanned copies will be handed over after each drive only the annotated and evaluated booklets will be kept in the cloud for 1+1 years.
14. Annotated answer booklets will be available in the cloud for 1+1 year, WeShine cannot provide downloaded annotated answer booklets to TMU. For any RTI or few cases TMU can directly download the annotated answer booklets from Admin or COE login which is available, all the scanned copies will be handed over to TMU immediately after the evaluation of the particular session. TMU has to provide the external hard disk to WeShine team for the same.
15. IP restriction and facial recognition feature is available for the security of the evaluation. Examiner cannot download the answer booklet and even he cannot see the identity of the answer booklets. COE can also randomly check any evaluated booklet and verify the examiner photo to see whether any deviation has occurred or not. For any impersonation, Examiner login will be suspended automatically if face does not match during the evaluation and his login can be resumed after consulting with the COE only.


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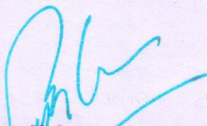


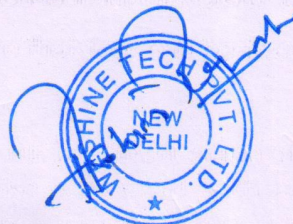
Annexure-2

The agreed commercial is INR 20 (Rupees Twenty) per scanned and evaluated booklets including "B Copies" and there is an additional Rs 2/- (Rs1- Barcodes and Rs-1 for data entry) for pasting the barcodes on the answer booklets and data entry of the students information mentioned on the answer booklets till University prints the new OMR based answer sheets. If University will give the pre assigned mapped barcodes with the student registration data or master data then these Rs 2/- will not be charged from TMU. For revaluation up to 200 copies there won't be any charge and after 200 revaluation there will be extra Rs 10/- will be charged for the revaluation.

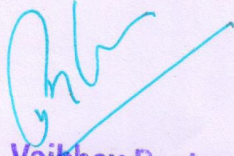
1. No GST will be charged for TMU for Digital Evaluation
2. Minimum commitment of answer booklets per year across all semesters will be decided by the University.
3. Any additional scope not covered under this proposal would be charged extra at mutually agreed prices.
4. API charges will be between 10000 to 55000/- based on the requirement. Also, if there is a change in the API then this charges will be applicable again. If TMU has to link the OSM with their ERP, in that case TMU has to give the API after coordinating with the ERP vendor to WeShine. WeShine tech team will help TMU to integrate the API with OSM. All the formats have to be signed off before starting the integration and there is a commercial for this development as this doesn't come under OSM. This is a extra requirement and depends from University to University. For 1-2 drive it will be run without API integration so that flow can be fixed and format can be fixed.
5. Cosmetic changes will be acceptable till the finalization of the software. Any bigger change will be discussed and take it forward with additional cost. For any excel report there is no issue however if there is any product level change then it might require a discussion whether to take it or not take it for the development.
6. Monthly physical visit to University for understanding and gathering is maintained by the Director of the company.

7. Payment Terms


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- 25% at the time of PO or before starting the scanning activity, 25% after completing the scanning activity.
- Balance 50% payment to be made within a week after sharing the result.



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