

Bond		Indian-Non Judicial Stamp Haryana Government		Date : 12/10/2021	
Certificate No.	P0L2021J105			Stamp Duty Paid : ₹ 101	
GRN No.	83114173			(Rs. Only)	
				Penalty : ₹ 0	
				(Rs. Zero Only)	
Deponent					
Name : Haryana Knowledge Corporation limited					
H.No/Floor : Plot1		Sector/Ward : 22		Landmark : It park	
City/Village : Panchkula		District : Panchkula		State : Haryana	
Phone : 87*****68					
				Ashok Kumar E-Stamp Vendor Regi.No 8191424/08 Mob. No. 8591913355 I/D _____	
Purpose : M O U to be submitted at Concern					

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>

AGREEMENT

This Memorandum of Understanding (hereinafter referred to as "AGREEMENT") is made and executed on this 18th day of October, 2021 for providing Online Recruitment Software Services for Online Data Collection and processing, and other responsibilities as mentioned in this agreement for application of various Posts under different categories for associated Universities on behalf of Pt. B.D. Sharma University of Health Sciences, Rohtak.

BETWEEN

Pt. B.D. Sharma University of Health Sciences, Rohtak located at Rohtak, Haryana acting through its authorized signatory, Dr. H.K. Aggarwal, Registrar (hereinafter referred to as 'University' which term shall so far as the context admits be deemed to mean and include its successors, and assignees as the party of the first part)

AND

Haryana Knowledge Corporation Limited, a Company incorporated and registered under the Companies Act, 1956, having registration no. U80904HR2013PLC050331 and having its registered office at 4th Floor HSIIDC IT Park, Plot No. 1, Sector 22, Panchkula 134109 Haryana, acting through its authorized signatory Sh. Vikas Desai, Managing Director & CEO, hereinafter referred to as "HKCL" (which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the second part.

WHEREAS HKCL is a high-tech initiative of the Government of Haryana in fields of Education, Governance and Empowerment programs, technologies, products, solutions, and services to the people of Haryana and has a proven experience in the said fields,

And whereas, Pt. B.D. Sharma University of Health Sciences, Rohtak keeping in view that HKCL is a corporation promoted by Haryana Government, having experience in the field, has agreed to appoint HKCL for providing services for preparing the software for accepting applications and online data collection and processing i.e. providing facility to aspiring candidates to fill in the application form, submitting it with requisite application fees through banking gateway provided by University to generate downloadable online admit cards, generate and publish merit list, cut off list, selection list and waiting list for recruitment process as per the scope mentioned in this agreement for the post of Staff Nurse for various associated universities thereof and sending SMS to the candidates as and when required by the University in the state of Haryana on behalf of Pt. B.D. Sharma University of Health Sciences, Rohtak.

For Pt. B.D. Sharma University of Health Sciences,

For Haryana Knowledge Corporation Limited,

Registrar

Vikas Desai
Managing Director & CEO

NOW THEREFORE the parties hereto agree to enter this agreement specifying their rights, responsibilities, and arrangements as herein below:

1. **Scope:** The scope of this AGREEMENT is only indicative it shall include any application/process/information to be created to make this AGREEMENT effective.

Creating and Managing online Portal for Application Forms against the advertised post for the recruitment, to be sought from candidates and the development of related software application.

A (I). Scope relating to the Application Forms for recruitment to be sought from candidates and the development of related software application) is given below

Information Services Module

1. Website management:
 - Information about University
 - Advertisement
 - Important dates
 - Eligibility criteria
 - Circulars/ Ordinances / Notices / Corrigendum
2. Content Management on Web portal for recruitment
3. Appointing Single point contact

Category (Post) Configuration Module

1. Configuration of Post, Eligibility, Qualification, and Experience
2. Application fee configuration

Candidate Registration Module

1. Online application with eligibility check
2. Registration of candidate
3. The software will have following major sections:
 - Creating Individual User profile using software
 - Personal Information section
 - Addresses section with Tele. or Mobile No.
 - Contact Information section
 - Eligibility Information section
 - i. This section will check the eligibility in terms of applicant's qualifying examination, year of passing, required percentage marks, and any other specific information to be captured.
 - Other academic qualification details section
 - Generation of Required documents section
 - Experience details section
4. Upload applicant's passport size photograph, signature, on the online registration form
5. Software will validate the application considering the configured eligibility per post
6. Payment facilitation through Payment Gateway provided by the University

Pre Examination Module / Written Exam Admit Card Generation and related services

1. Inputs like exam Centre, number of seats, time, blocks address of exam center, etc. will be provided by University and HKCL will allocate the candidates as per logic provided by UNIVERSITY.
2. Software will generate post wise seat numbers of the candidate for examination.
3. Online downloadable admit cards will be displayed on the website which can be downloaded by the candidates anytime(as per time schedule suggested by University)
4. Attendance sheet will be generated in PDF format and shared with university through Electronic medium only.
5. Exam related information shall be communicated to all the eligible candidates by SMS.

For Pt. B.D. Sharma University of Health Sciences,

For Haryana Knowledge Corporation Limited,



Registrar



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Post examination Module / Interview Admit Card Generation and related services

1. After Exam, list of candidates qualified for interview process will be shared by UNIVERSITY.
2. Admit cards for the interview process will be displayed in all eligible candidates' login.
3. Based on the candidate score, vacancies for the post and the norms of the allocation, Software will generate Merit List, and will be handed over to the University.
4. Selected candidates shall be communicated by SMS.

Add-on Technical Services

Servers will be provided and maintained by HKCL as per the requirement of applications.

1. Responsibilities of University and HKCL

Under the terms of this AGREEMENT, Responsibilities of Pt. B.D. Sharma University of Health Sciences, Rohtak and HKCL are as follows:

Sr. No.	Role	Responsibilities of UNIVERSITY	Role	Responsibilities of HKCL
1.	I	Appoint a Project Coordinator who will act as a single point of contact with HKCL for all activities regarding this project.	I	Nominate a Project Coordinator who will act as a single point of contact with UNIVERSITY for all activities regarding this project.
2.			R	During the implementation of the Project hereunder, HKCL shall give telephonically or by email the necessary support to UNIVERSITY authorized officers.
3.	I	Ensure that the process of filling in and submission of the Application form shall be done on the website developed and hosted by HKCL.		
		Development Phase		
4.	R	Provide all documents deemed necessary to describe fully, the application and recruitment process. To inform in writing the interpretation, meaning, logic, etc. regarding Recruitment process. In case, the same has to be changed at a later date, then it would be acted upon by HKCL only on the requisite changes being communicated by UNIVERSITY in writing. The requisite changes will take time depending upon the nature of change. UNIVERSITY shall inform HKCL about the change/development well in advance and shall not impose to make changes in last minute.	I	Get the re-engineered application and recruitment process defined and documented as per the requirements provided by UNIVERSITY. HKCL shall inform UNIVERSITY in writing the working days within which the requisite changes can be arranged to be incorporated and implemented. In case, major changes are involved and more than one working day would be required, then HKCL should inform accordingly to UNIVERSITY.

For Pt. B.D. Sharma University of Health Sciences,

For Haryana Knowledge Corporation Limited,



Registrar



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Managing Director & CEO

Sr. No.	Role	Responsibilities of UNIVERSITY	Role	Responsibilities of HKCL
5.	R	Extend full Co-operation to HKCL's team in designing and developing the application software for filling in the application form and recruitment process. All the requirements shall be discussed to all stake holders before sharing with HKCL's Team. Once requirements has been shared, no further iteration will be communicated.	I	Get the software application designed and developed to facilitate the application form filling and recruitment process as per the requirements provided by UNIVERSITY. HKCL shall treat all the requirements important and complete the requirement in mutually decided time frame.
6.	R	Accompany at the time of testing and evaluating the test cases as per logic required to be built in the application. UNIVERSITY will give in writing that software is developed as per required logic and norms specified by UNIVERSITY and be launched further for public.		-----NIL-----
7.		-----NIL-----	R	Get the central recruitment website designed, developed and arrange hosting thereof on the URL which will be communicated to UNIVERSITY to publish information from time to time related to recruitment process, centrally receive online Application forms, publish Merit Lists, and provide web-based facilitation services such as sms to the candidates as listed in the scope.
		Implementation Phase		
8.	R	Provide one person who will be responsible to give correct inputs to call center people and resolve their queries immediately. One person should be continuously available in call center during office hours for administrative queries.		Provide one person who will be responsible to give correct inputs to resolve their queries immediately. One person should be continuously available in call center during office hours for technical queries.
		Operations Phase		
9.	I	Publish the notification regarding the recruitment process in Newspapers and provide a copy thereof to HKCL well in advance.	R	Prepare the system for acceptance of application w.e.f. notified date for acceptance of application. The payment will be received through Payment Gateway provided by University and HKCL will provide integrated

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For Haryana Knowledge Corporation Limited,


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Sr. No.	Role	Responsibilities of UNIVERSITY	Role	Responsibilities of HKCL
				payment gateway to facilitate candidates to make payment.
10.	R	Use the login and password provided by HKCL to keep a track of application form filling stage, to the person/officer authorized by UNIVERSITY.	I	Arrange to provide to UNIVERSITY online access to the central website to keep a track of application form filling stage.
		Pre Examination Stage / Written Exam Admit Card Generation and related services		
11.	I	Identify and establish examination centers for all stages to facilitate the Test and provide requisite information to HKCL for generation of the attendance sheets.	R	Get the seat number allocated to the candidates and get the attendance sheets, as per the centers allotted at each stage given by UNIVERSITY.
12.	R	Conduct online/written examination at the identified Examination centers for eligible candidates.	R	Arrange to make available downloadable online Admit Cards to the eligible candidates on the website at each stage.
		Post Written Test stage / Interview Admit Card Generation and related services		
13.	R	Provide to HKCL the criteria for generation of merit list and cut-off list in writing approved by apex authority.	R	Get the merit list and cut-off list generated as per the criteria given by UNIVERSITY and forward the same to UNIVERSITY for verification and approval.
14.	R	Check and verify correctness of the merit and cut-off give approval in writing for the same.	I	Arrange to display on the website the merit list and cut-off list as approved by UNIVERSITY, on receipt of approval in writing from UNIVERSITY to maintain the transparency of the process.
15.	I	Conduct the interviews of shortlisted candidates.	R	Get the online interview call letter of the shortlisted candidates for interview generated as per the specifications provided by UNIVERSITY according to center(s) fixed by UNIVERSITY.

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For Haryana Knowledge Corporation Limited,



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Vikas Desai
Managing Director & CEO

Sr. No.	Role	Responsibilities of UNIVERSITY	Role	Responsibilities of HKCL
16.		-----NIL-----	I	Arrange to publish final selection and merit list as provided in writing by UNIVERSITY on the website.
17.	R	Acknowledge receipt of the said pen-drive and downloadable link and give a 'Project Completion Certificate' Data will be preserved by UNIVERSITY for any further reference.	I	Submit soft copies of application form data in non-editable format related to the lists on a pen-drive and downloadable link to UNIVERSITY. HKCL will maintain the data on the server for up to 12 months from the declaration of result.

2. REQUIREMENT SUBMISSION & TERMS

- 2.1 UNIVERSITY shall submit at least 21 days before publication of the advertisement, complete details of the concerned post i.e. No. of posts, eligibility, reservation details etc., so that HKCL shall get sufficient time for efficient launch of the opening of advertisement.
- 2.2 All the specifications shall be given to HKCL only after discussion with all the concerned officials/stake holders at the UNIVERSITY.
- 2.3 Changes/ Additional development will take appropriate time depending upon the nature of task and the same shall be formally communicated by HKCL to University.
- 2.4 Technical team will work remotely to provide necessary support for software configuration, customization, development and bug-fixing.
- 2.5 Public Holidays and Non-Working days may affect the delivery of changes/developments assigned to HKCL.
- 2.6 HKCL shall go live, after the confirmation in writing from the UNIVERSITY and no further amendments will be entertained after go live.
- 2.7 The terms and conditions mentioned in this agreement shall be applicable to all the work orders given by UNIVERSITY to HKCL for this project.
- 2.8 In case the scope of work changes or the financial terms in any of the work orders given in future by UNIVERSITY to HKCL, then an annexure adjoining to this agreement shall be agreed mutually and signed by both the parties.

3. FINANCIAL TERMS:

HKCL for providing services of its online Recruitment portal shall charge to University as under:

- 3.1. Lump sum amount of Rs.300000/- which shall be paid by University within 7 working days of signing of this MOU or at the time of launch of application whichever is earlier.
- 3.2. University shall pay to HKCL an amount below to be calculated on the basis of number of applications received :

For Pt. B.D. Sharma University of Health Sciences,

For Haryana Knowledge Corporation Limited,



Registrar



Vikas Desai
Managing Director & CEO

S. No	No. of Applications received/ per advertisement	Amount per paid application, (In INR)
1	0 – 6000	Lump sum of Rs. 300,000/-(upto 6000 applications)
2	6001 to 10000	50
3	10001 and above	35

Additional invoice for S.No. 2 and 3 shall be raised at the time of completion of application. The invoices shall be billed extra with taxes applicable, if any.

- 3.3. University shall deposit / transfer payment as per S. No. 1, 2 and 3 in following Bank Account of HKCL:

Account Name: Haryana Knowledge Corporation Limited.
Name of Bank : ICICI Bank Limited
Bank Account No.: 001305009902
NEFT/RTGS IFSC Code: ICIC0000013
Address of Bank: SCO 9-10, Sector 9-D, Chandigarh, 160017.

- 3.4. HKCL shall submit complete application data and invoice to the University within 10 days of completion of registration process.
- 3.5. In case, recruitment process is not started or not completed due to any reasons within 90 days from signing of this agreement, then the University shall pay minimum lump sum amount as mentioned in Clause 3.1 within 30 days of cancellation of recruitment process.
- 3.6. The rates mentioned above in clause 3.1 and 3.2 are applicable for current financial year (2021-2022) only from the date of signing of this MoU and the same shall be revised upwards by minimum 5% for every extended year of services provided by HKCL to University under this MOU.
- 3.7. Any deductions (including for TDS) made by the University should be informed to HKCL. In case of TDS, University should provide the TDS certificate within period specified as per statutory provisions of applicable law.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 HKCL explicitly informs that MKCL, one of the promoters of HKCL has exclusively developed the software and/or its versions required for rendering the said services. As such, the methodology, the software code, whether compiled or un-compiled, in printed or electronic format, with software design logic, graphical user interfaces (GUI) and their design, look and feel, are explicit Intellectual Property of MKCL only.
- 4.2 Each party hereby undertakes to inform the other party of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of the land. Further, each of the party herein, agrees to co-operate with the other to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.
- 4.3 The data regarding the applicants/ candidates registered/applied for recruitment, the merit list/s, eligible candidates' list, cut-off list, selection list/s and waiting list/s shall be the property of the UNIVERSITY and HKCL shall have the right of access thereto only to the extent of and for performing its responsibilities hereunder. If any application/s for information is received by HKCL under The Right To Information Act, 2005 regarding any of the said matters then, only UNIVERSITY shall be responsible for replying since the property rights are held by it.

For Pt. B.D. Sharma University of Health Sciences,

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5. NON-DISCLOSURE

5.1 Both parties undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which has been obtained or received during the course of performance hereunder, save that which is :

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

In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.

6. INDEMNITY

6.1 HKCL party hereby agrees to indemnify the UNIVERSITY, from and against all direct claims, losses, liabilities, obligations, damages, expenses and costs brought against or suffered by the other or any of its respective officers, employees or agents, resulting from, arising out of or relating to: -

- a) a breach or non-performance of any of the representations, warranties, covenants and/or assurances contained herein;
- b) failure to perform any obligations contained herein;
- c) a breach of any law, rule, regulation, notification or other statutory or legal provisions or requirements;
- d) any willful misconduct or negligent acts by it or any of its officers, directors, employees or agents.
- e)

7. CONTRACT INTERPRETATIONS

7.1 In this AGREEMENT unless otherwise specified:

- a) All words/terms denoting the singular shall include the plural and vice-versa;
- b) All words/terms denoting any gender shall include all genders.

8. HEADINGS

8.1 The Headings used under this AGREEMENT for a group of terms and conditions are meant to serve only as a convenience. The Headings are not to be considered for the interpretation of terms or conditions in the AGREEMENT.

9. VALIDITY

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

9.2 Any amendment or modification or waiver in connection with this AGREEMENT will not be effective unless made in writing and signed by both the parties.

For Pt. B.D. Sharma University of Health Sciences,

For Haryana Knowledge Corporation Limited,



Registrar



Vikas Desai
Managing Director & CEO

- 9.3 If any provision of this AGREEMENT is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 9.4 This AGREEMENT shall be effective from the date of signing and shall be valid for a period of maximum five years. The validity of this agreement can be extended further, on mutually agreed terms and conditions by both the parties.
- 9.5 Separate work order will be required for every advertisement.

10. WAIVER

- 10.1 The party that is entitled to the benefit hereof may waive any term or condition of this AGREEMENT at any time. Such waiver must be in writing and must be executed by an authorized officer of such party. A waiver on one occasion will not be deemed to be a waiver of the same or any other breach or non-fulfillment on a future occasion.

11. FORCE MAJEURE

- 11.1 Neither party to this AGREEMENT shall be liable for any failure or delay on its part in performing any of its obligations under this AGREEMENT if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfill and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.
- 11.2 Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfill and continue performances hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed
- 11.3 Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this AGREEMENT, be considered as a Force Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority. PROVIDED however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this AGREEMENT then such party shall give immediate notice by registered mail or courier to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

12. TERMINATION

- 12.1 The AGREEMENT can be terminated by either party giving the other party, a prior written notice of not less than three months of its intention to do so but without dishonoring any commitment entered into prior to the date of termination notice and no party shall leave its commitment unfinished which may result in tangible losses to the other party.
- 12.2 The AGREEMENT shall also stand terminated for any reasons such as legal processes, acts of the State or similar such exigencies beyond the normal control of the party concerned and which disable any of the parties hereto from functioning further.
- 12.3 The agreement may also be terminated by both parties by mutual consent.
- 12.4 Both the parties shall honour commitments made prior to the date of notice, complete the ongoing work to avoid major inconveniences or serious dislocations of the work of either party and shall settle any outstanding dues without recourse to compelling action, upon such termination.

For Pt. B.D. Sharma University of Health Sciences,

For Haryana Knowledge Corporation Limited,



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