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AM 415391

S. No. 55573 Dt. 3/7/2010
Sold To: Shekhar
No. 1W/10-1DA Pandaravathi #6 Hyd
to whom Centre for Good Governance

K. RAMA CHANDRAVATHI
STAMP VENDOR (L. No:27/99, RL.No.16/2008)
6-3-387, Beside Banjara Durbar Hotel, Panjagutta,
HYDERABAD - 500 082, Phone. No. 23351799

MEMORANDUM OF UNDERSTANDING

This agreement is made on this day of 3rd July 2010 between Centre for Good Governance represented by its Director General, Dr. Rajiv Sharma, IAS, having its office at Road No: 25, Jubilee Hills, Hyderabad, 500 033 (hereinafter referred to as "CGG" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assignees.)

And

Dr. B. R. Ambedkar Open University, represented by its Registrar, Dr.C.Venkataiah, having its office located at Prof. G. Ram Reddy Marg, Road No: 46, Jubilee Hills, Hyderabad -500033 (hereinafter referred to as 'BRAOU' which expression shall unless be excluded by or repugnant to the context or meaning thereof be deemed to mean and include its successors and assignees.)

For CGG

Director General
Centre for Good Governance
Road No. 25, Jubilee Hills,
Hyderabad - 500 033.

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Registrar
Dr. B.R. Ambedkar Open University
Road No. 46, Jubilee Hills
Hyderabad-500 033.

WHEREAS

Dr. B. R. Ambedkar Open University (BRAOU) with an intention to implement an integrated IT system has approached CGG and requested to conduct a study and submit a report. Accordingly, CGG held discussion with the key officials and submitted a proposal for preparation of a Detailed Project Report for implementing an integrated IT System. BRAOU has accepted the proposal and requested CGG to enter into an Memorandum of Understanding.

Now, therefore, this AGREEMENT is entered into by the parties with the following terms and conditions:

1) Scope of work, Methodology & Deliverables:

CGG shall prepare a Detailed Project Report (DPR) to enable BRAOU to implement an integrated IT system which will facilitate all the branches of the University to provide better service to the student community, automate workflow for better administration of the activities and increase transparency. The envisaged IT system will have services to connect the regional centers and study centers distributed across the state with university head quarters. The preparation of DPR involves the following activities.

a. Study of the existing process and IT infrastructure: The focus will be on understanding various services offered by the university, role of each branch/officer and the process flow from start to end.

- i) From the several Regional co-ordination centres and the study centres distributed across the state one Regional co-ordination centre and one study centre will be selected for a field-level study for understanding of operational activities of the centres.
- ii) The study will map the services and associated processes of the University at the State level and the District/Regional level. This will be done through personal interviews with some staff members and/or meetings with group of staff members and/or through a work shop at state level in the university campus.
- iii) Assessment of current IT Infrastructure available in the university will be made.
- iv) **Deliverable-1:** Document containing existing processes: As-is-Process

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For BRAOU



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Time: 45 days from the start date i.e., date of agreement.

b. Process re-engineering & Solution design: After completion of the process mapping of existing process and present status of IT usage for these processes, a critical study will be conducted on the processes to identify the gaps and redundancies. Identification of additional services for improvements / better performance of the activities of the various branches of the University will be also performed. Once the gaps and redundancies are identified the new processes which are IT compatible will be suggested.

i) The solution design will be done taking into consideration, the existing computerization efforts at the university level and at regional/district study centres.

ii) Stakeholder workshops will be conducted to take the inputs before finalizing the process and solution design document.

iii) **Deliverable-2:** To-be-model compatible to IT implementation.....45 days from the date of first deliverable.

c) Change Management strategy: Change management involves understanding the level of change that a project will cause to the University and its people, and proactively develop strategies and action plans to manage the impact of change. Capacity building requirements with training needs assessment to identify the gaps in skill sets and capacities of the existing personnel and project the capacities required to implement this project will be included.

d) Detailed Solution Architecture: Once the To-be-Model is finalized the detailed solution architecture containing functional solution (containing Functional features and requirements of the proposed application) and technical solution (containing application architecture and technical architecture) of the proposed solution will be finalized.

e) Detailed Project Report (DPR): The DPR containing As-is-process, To-be-model, phasing strategy, change management strategy, detailed solution architecture and cost of the project will be prepared.

i) DELIVERABLE 3: Detailed Project Report.....45 days after the second deliverable.

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2) Roles and Responsibilities:

a. CGG:

- i. To conduct the study and provide the detailed project report as specified in the scope of work.
- ii. To conduct workshops at various stages, CGG resource persons will conduct workshops in the university premises, prepare presentations, resource material and document the proceedings of the workshop.

b. BRAOU:

- i. To identify a nodal officer to act as single point of contact for CGG.
- ii. Furnish the necessary inputs required by CGG and share all existing documents, tools and reports related to this assignment.
- iii. Arrange meetings with heads and staff of all branches and
- iv. Make all necessary logistics arrangements for conducting the workshops in university.

3) Cost and Payment: The total cost of the project is Rs. 8,00,000/- (Rupees Eight lakhs only)

a) The payment schedule is as shown in table.

Installment	Activity	Percent of fee Payable
First	On signing of this MoU	25%
Second	Submission of As-is-Process Study report	25%
Third	Submission of the To-be-model	25%
Fourth	Submission of Detailed Project Report	25%

b) As per the above schedule, BRAOU has paid Rs.2,00,000/- (Rupees two lakhs only) vide cheque no: 739993 dated 19-5-2010 towards First Instalment.


4) Force Majeure:

- a) CGG shall not be liable for any performance failure in event of the Force Majeure.
- b) For purpose of this clause, "Force Majeure" means an event beyond the control of the CGG and not involving the CGG fault or negligence and not

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foreseeable. Such events may include, but are not restricted to acts of the Government in its sovereign capacity, wars or revolutions, fire, earthquake, floods, epidemics, riots, hostilities, quarantine restrictions and freight embargoes.


- c) If a Force Majeure arises, CGG will promptly notify the BRAOU in writing of such condition and the cause thereof. CGG shall be excused from performance of its obligations in whole or part as long as such Force Majeure causes, circumstances or events continue to prevent or delay such performance.

5) Term and Termination

- a) This AGREEMENT shall be effective from date of signing of this Agreement to the end of submission of Detailed Project Report (DPR).
- b) This Agreement may be terminated without cause by either party by giving one month's prior notice in writing to the other party. In such case BRAOU has to compensate CGG for all the work completed till that date.
- c) Either Party may terminate this Agreement with cause in the event of a material breach by the other and the same not having been remedied, within 15 days of written notice by aggrieved party. Accordingly, the Party seeking termination will provide the other Party with sufficient and reasonable prior written notice of such material breach and the opportunity to cure the same.
- d) Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

- 6) **Limitation of Liability:** Notwithstanding anything contained herein, In no event shall BRAOU or CGG and their employees be liable, one to the other, for special, indirect, incidental, consequential or any other damages, including damages due to lost profits, data, goodwill, image or savings in connection with or arising out of or under the Agreement or the Services or deliverables provided by either party under the terms of the Contract.

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- 7) **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof. Standard terms and conditions of any party (whether printed on any purchase orders or not) shall have no effect whatsoever. Each party acknowledges that it has not relied on or been induced to enter into this Agreement by a representation or warranty other than those expressly set out in this Agreement. To the extent permitted by Applicable Law, a party is not liable to another party in Contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.
- 8) **Authority:** Each signatory to this Agreement represents and warrants that he/she is duly authorized by the Party for and on whose behalf he/she is signing this Agreement to execute the same in a manner binding upon said Party and that all corporate approvals and procedures necessary for vesting such authority in him have been duly complied with.
- 9) **Dispute Resolution:** In the event of any dispute/disagreement on any issue arising out of operation of the Agreement would be resolved by a Committee consisting of one authorised representative each from BRAOU and CGG and in case of any dispute still being unresolved it shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- 10) **Modification:** This AGREEMENT shall not be modified except by a written agreement signed on behalf of each party by their respective duly authorized representatives.
- 11) **Publicity:** CGG shall be entitled to use the name and the logo, if any, associated with the name of BRAOU, in its customer lists, any promotional material or presentation, to identify BRAOU as one of CGG's customers for the services hereunder, and provide for a marketing reference.
- 12) **No Waiver:** No forbearance, indulgence or relaxations by any Party at any time to require performance of any provision of this Agreement shall be construed as a waiver or an amendment of the provisions itself, or a waiver of any right arising out of this Agreement.

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- 13) **Severability:** If any term, clause or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision of this Agreement and such invalid term clause or provision shall be deemed to have been deleted from this Agreement.
- 14) **Protection of copyrights:** The Detailed Project Report is protected by copyright owned by the Centre for Good Governance and to be used by BRAOU for its own use. No part of the DPR Report may therefore be copied, loaned or otherwise disclosed to any third party without the prior written consent of the CGG.
- 15) **Confidentiality:** Either party shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to this Project without the prior written consent of the other party.
- 16) **Acts or omissions of Other Party:** Neither Party shall be liable for any delay or failure in the performance of its obligations under this Agreement, if and to the extent such delay or failure is caused by the actions or omissions of the other Party or other Party's agents or due to a breach of this Agreement by the other Party.
- 17) **Relationship:** This Agreement is not intended to create a relationship such as a partnership, joint venture, agency, or employment relationship. Neither party may act in a manner, which expresses or implies a relationship other than that of independent party nor bind the other party.
- 18) **Notices:** Any notice given under this Agreement by either party to the other must be in writing and may be delivered personally or sent by registered post acknowledgement due or by courier or facsimile followed by post with advice of delivery. In the case of facsimile, the notice will be deemed to have been given upon receipt of the correct answer-back or receipt code. Notices will be delivered or sent to the parties addresses listed below or to any other address notified in writing by either party to the other for the purpose of receiving notices after the date of this Agreement.

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For BRAOU
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Registrar
Dr. B.R. Ambedkar Open University
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To BRAOU:

Dr. B. R. Ambedkar Open University,
Prof. G. Ram Reddy Marg,
Road No:46, Jubilee Hills,
Hyderabad -500033

To CGG:

Centre for Good Governance,
Road No.25, Jubilee Hills,
Hyderabad-500033.

Or

To such other person or addresses as any of the Parties shall have notified to the others.

19) This Agreement shall be governed by the laws of India and the courts in Hyderabad shall have exclusive jurisdiction over subject matter of dispute under this Agreement.

20) This Agreement is executed in duplicate each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Both parties shall be entitled to keep one original.

IN WITNESS WHERE OF THE PARTIES HAVE caused their authorised representatives to SET FORTH THEIR RESPECTIVE HANDS ON THE DAY, MONTH AND YEAR AS FIRST ABOVE WRITTEN

For CGG

Name: Dr.Rajiv Sharma, IAS

Designation: Director General
Centre for Good Governance

Date: 31/7/2010
Road No. 25, Jubilee Hills,
Hyderabad - 500 033.

Witnesses:

1. T. Vijaya Koteswari, SM (CA), CGG
2. (V. JYOTHI) PL, CGG

For CGG

For BRAOU

Name: Dr.C.Venkatarath

Designation: Registrar

Date: 03-07-2010

Witnesses:

1. LV. CHANDRASEKHARA RAO

2. OFFICER INCHARGE
COMPUTER CENTRE

Dr. B.R. Ambedkar Open University
HYDERABAD

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