



सत्यमेव जयते

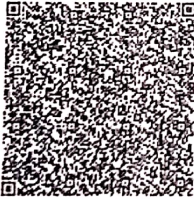
INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp

Signature.....

ACC Name: RAHUL VERMA, ACC Code: UP14003004
ACC Add: Sub-Registrar, Noida, Mob. 9810434852
License No.: 115/10, Tehsil & Distt.- Dadri, G. B. Nagar, UP

Certificate No. : IN-UP27096469497554T
Certificate Issued Date : 25-Jan-2021 04:38 PM
Account Reference : NEWIMPACC (SV)/ up14003004/ NOIDA/ UP-GBN
Unique Doc. Reference : SUBIN-UPUP1400300446257376944109T
Purchased by : U P RAJASHI TANDON OPEN UNIVERSITY
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : U P RAJASHI TANDON OPEN UNIVERSITY
Second Party : KNOWLEDGE AND AWARENESS MAPPING PLATFORM
Stamp Duty Paid By : U P RAJASHI TANDON OPEN UNIVERSITY
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



-----Please write or type below this line-----

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (hereafter referred to as "MOU") is entered into effect on 09/12/2020 (Date)

BY AND BETWEEN THE FOLLOWING PARTIES:

[Signature]

[Signature]

UP Rajarshi Tandon Open University established by an Uttar Pradesh Act No. 10, of 1999 to promote technical, management and pharmaceutical education in the state at degree level and Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shikhestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

above, having its address at **Shantipuram, Phaphamau, Prayagraj – 211013** represented for the purpose of the MOU by its **Registrar** (hereinafter referred to as "**FIRST PARTY**" or "**UPRTOU**").

and

Knowledge and Awareness Mapping Platform "KAMP", A knowledge alliance of CSIR – National Institute of Science Technology And Development Studies, Pusa Gate, Dr. K S Krishnan Marg, New Delhi – 110 012, a constituent establishment under Council of Scientific and Industrial Research "CSIR-NISTADS" and M/s Nysa Communications Private Limited, "NCPL", Noida, which is governed by KAMP Planning and Monitoring Committee "KPMC" and having its office "Kamp Operation and Coordination office (KOCO)" at A-100 Sector 65, Noida, represented for the purposes of the MOU by its **Project Director, Dr. Tabassum Jamal (Former Chief Scientist and Head BDG, CSIR-NISTADS)** hereinafter referred to as "**SECOND PARTY**" or "**KAMP**")

UPRTOU and KAMP may individually be referred to as "**Party**" and collectively as "**Parties**".

WHEREAS the draft National Education Policy (NEP) 2019 says there is a need of incorporation of scientific temper, ethical reasoning, socio-economical learning, quantitative and logical reasoning, computational thinking, digital literacy, and communicational skill in young students in a manner that is developmentally appropriate and in the curricular/pedagogical style that is optimal for each stage.

AND WHEREAS in pursuance of the aforementioned objective, it has been agreed to implement "KAMP Assessments" to evaluate cognizance of 21st century skills, awareness, knowledge of science & technology, scientific temper, ethical reasoning, socio-economical learning, quantitative and logical reasoning, computational thinking, knowledge of humanities, and digital literacy that can help identify Leadership and Excellence in young students.

PREAMBLE

Whereas, in accordance with a mutual desire between the Parties to promote further cooperation in Assessment and Research between UPRTOU and KAMP.

Therefore, it is hereby agreed as follows:

1. The preamble is an integral part of the present MOU.
2. Both Parties agree on the following general forms of cooperation:
 - a) Joint Assessment and/or research activities.
 - b) Promote KAMP's Assessment for undergraduate students enrolled with the University or its associated subsidiaries/bodies/departments/institutions to ensure maximum participation.
 - c) To organize conferences, seminars, workshops, webinars, training sessions for create awareness about KAMP's Assessment programs.
 - d) Both parties shall appoint/designate a Nodal officer for monitoring and manage day-to-day operations.
 - e) The details of cooperation for any of the above-identified fields may also be specified in the form of addenda or subsequent agreements to this MOU, upon signature by appropriate representatives.

Tabassum

Asim K. Gupta

- 3) It is agreed between the Parties that, The First Party shall help Second party to promote its Assessment products through Print Advertisements in Magazines/Newspapers at DAVP rates; however, All Advertisement and promotion related expenses will be borne by Second Party only.
- 4) Each Party shall not use the name and/or logo of the other Party in any publication, advertising, promotional material, press release, or other marketing material, without the express prior written consent of the other Party to each particular use of its name and/or logo.
- 5) Each Party undertakes to comply with the other Party's policies and procedures regarding the use of their premises and facilities in a reasonable manner and (ii) to avoid any unethical behaviors.
- 6) Both Parties agree in their respective Bylaws or Policies on the principles of equal opportunity and non-discrimination. Neither Party shall impose any criteria which would violate the principles of nondiscrimination.
- 7) Both Parties agree that this MOU does not commit either Party to financial liability and all financial arrangements that are necessary to implement this MOU will be subject to mutual understanding and separate written agreements, as Annexure to this agreement.
- 8) **INTELLECTUAL PROPERTY RIGHTS (IPR) :**
- a. The Second Party shall retain IPR of algorithm, software and data. **The Second Party shall acknowledge the First Party in all its communication related to KAMP Assessments.**
 - b. **Ownership of all data generated through Assessment shall remain with the Second Party; however, the First Party shall have access to the data for analysis and non-commercial research activities.**
- 9) **DURATION, SUSPENSION, EXTENSION, CLOSURE AND TERMINATION**
- a. The agreement will remain valid initially for a period of 5 years from the date of signing, automatically renewed thereafter unless either of the parties expresses intention to withdraw in writing with a six month notice. However there will be a comprehensive review after 3 years for improvement and up-gradation.
 - b. This Agreement may be terminated by Second Party any time after 3 years if the First Party fails to provide the committed support as per the agreement for 3 years in continuation.
 - c. If Second Party does not start implementing KAMP's Assessment within 6 months of the Signing of Agreement, then First Party have the right to suspend or hold or terminate the Agreement.
 - d. After 6 months of operations and investments done by the Second Party, it can be suspended/terminated on following grounds only:

Sabharwal

Frank K. Guefka

- i. On major breach of agreement by the second party. In such case the First Party shall notify the second party of the reasons and KPMC to submit its report in this regard. KAMP-ROCO shall submit clarification to KPMC. In case, KPMC is not satisfied with the reasons it can forward the case to First Party for termination/suspension.
- ii. Termination for convenience - In case of proven lack of effort/response from the Second Party. In such case, first party shall notify the Second Party of its observations and shall ask KPMC to submit its report in this regard. In case, KPMC is not satisfied with the reasons it can forward the case to First Party for termination/suspension.
- iii. In case of any dispute arising out of this agreement, the same will be referred to KPMC. In case KPMC's decision is not accepted by either party then it shall be resolved as per the arbitration clause of this agreement.

10) For purposes of implementing this MOU, the contact persons will be as follows unless the concerned Party notifies the other in writing of a new contact person, which shall be notified by the Chairman/ Secretary KAMP monitoring committee:

For FIRST PARTY

Name	Dr. A.K. Gupta	Dr. Tabassum Jamal
Title	Registrar	Project Director (KAMP)
Address	Registrar Office UPRTOU, Shantipuram, (Sector-F) Phapahmau Prayagraj - 211013 Uttar Pradesh, India 0532-2447035	Kamp Operations and Coordination Office A-100, Sector 65 Noida- 201305 Uttar Pradesh, India
Phone		
Email	registrar.uprtou@gmail.com	director@kamp.res.in

For KAMP

11) Each Party shall not assign or transfer any of their rights and/or obligations under this MOU to any third party without the prior written consent of the other Party.

12) FORCE MAJUEURE

Notwithstanding the provisions of this Agreement, neither party shall be responsible for factors beyond their control such as natural disasters, act of State, etc. However, both parties shall continue to meet their commitments to the best of their abilities.

Dr. Tabassum Jamal

Dr. A.K. Gupta

13) LIABILITES

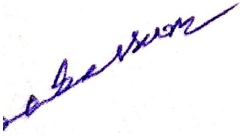
- a. Either of the Parties shall not be responsible for any legal/regulatory issues and damages arising out of the business conducted by the Second Party.
- b. First party shall have no financial/legal obligations regarding KAMP or any other business conducted by the Second Party.
- c. Second Party shall keep the First party indemnified in all issues related to KAMP

14) DISPUTES AND JURISDICATION

If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to an Arbitral Bench consisting of three Arbitrators, one each to be appointed by each party and the two Arbitrators shall appoint a third Arbitrator who shall be the presiding Arbitrator. A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed there under for the time being in force.

- a) The venue of the Arbitration shall be at New Delhi only.
- b) The language of arbitration proceedings will be English only.
- c) Each party shall bear and pay its cost (as per arbitration law) of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.
- d) The provisions of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this Agreement expires or ceases to exist or is terminated or revoked or declared unlawful.

15) The present MOU is the entire understanding between the Parties and supersedes all prior understandings, correspondence and agreements, whether verbal or written between the Parties with respect to the subject matter hereof. The terms of the MOU may be amended only by mutual written consent.


Arum K. Gupta

IN WITNESS WHEREOF, the Parties have executed the present MOU on 2 (two) original copies.

For and on Behalf of FIRST PARTY

For and on Behalf of SECOND PARTY

Arun K. Gupta

Tabassum

Name: Dr. A.K. Gupta

Name: Dr. Tabassum Jamal

Designation: Registrar
UPRTOU, Shantipuram, (Sector-F)
Phapahmau
Prayagraj - 211013,
Uttar Pradesh, India

Designation: Project Director (KAMP)
**Knowledge and Awareness Mapping
Platform "KAMP"**
KAMP Operations and co-ordination
office: A-100, Sector 65, Noida - 201301
Uttar Pradesh, India

Date: 09.12.2020

Date: 09.12.20

Witness 1: Sanjeev (Sanjeev Verma)

Witness 2: Rajendra (Rajendra Singh)