



Commission Act, 1956 with its its registered office at University Building, Madhavnagar, Manipal, Karnataka 576104, India (hereinafter referred to as 'MAHE' which expression shall unless it be repugnant to the context or the meaning thereof mean and include its successors and permitted assigns).

AND

**MERITTRAC SERVICES PRIVTAE LIMITED**, a company incorporated in India under the provisions of the Companies Act, 1956 with its registered office at Century Towers, No. 14, Kodihalli, Airport Road, Bangalore, Karnataka 560008, India (hereinafter referred to as "**MeritTrac**" which expression shall unless it be repugnant to the context or the meaning thereof mean and include its successors and permitted assigns).

MAHE and MeritTrac are hereinafter individually referred as the "Party" and collectively as the "Parties"

**WHEREAS**

1. MeritTrac is India's Largest Skills Assessment Company which provides assessment services to help clients process applicants and assess them - thereby making informed decisions about the people they plan to hire or admit through the use of scientifically designed assessments.
2. MAHE is a distinguished institution of higher education and conducts various online entrance examinations for candidates ("Entrance Examinations"). MAHE wishes to engage MeritTrac to perform certain services to support the Entrance Examinations as described in detail in **Annexure I** and MeritTrac has agreed to perform such services as defined in the scope for MAHE.

**AND WHEREAS** the Parties have thought it expedient to put forth the terms and conditions in writing as hereinafter appearing

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

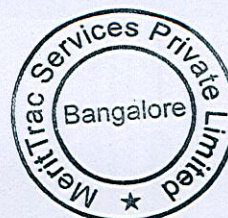
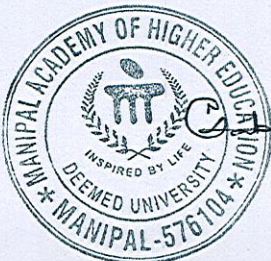
**1. The Services**

MeritTrac shall provide the services more particularly specified in **Annexure I** hereof (the 'Services') to MAHE under this Agreement in the manner and of the terms & conditions contained herein.

MeritTrac shall comply with the instructions provided by MAHE from time to time relating to the performance of the Service, duties, and obligations under this Agreement. The Services rendered by MeritTrac shall be subject to regular review by MAHE and its decision as to the quality thereof shall be final and absolute.

**2. Payment of Fees and Expenses.**

In consideration of the Services to be provided by MeritTrac and performance of the terms and conditions contained in this Agreement, Company shall pay to MeritTrac such fees and



charges as described in **Annexure 2** hereof. The Fee shall be inclusive of all expenses and charges, which may be incurred by MeritTrac during and with regard to the rendering the Services or as a result thereof.

All fees quoted are exclusive of taxes. MAHE is responsible for payment of any sales, use, value added, goods and services tax, and any other similar taxes or governmental fees associated with the Services, except for taxes levied on MeritTrac's net income, gross revenue or employment obligations. If MeritTrac is obligated by applicable law to collect and remit any taxes or fees, the appropriate tax or fee amount will be charged and set forth in the applicable invoice.

Payment Terms will be as per the terms defined in Annexure 2

### 3. Representations & Warranties

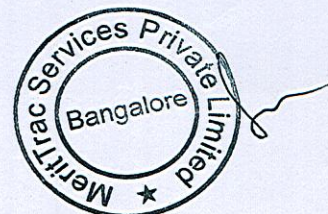
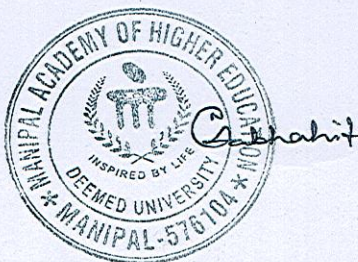
MeritTrac warrants and represents to MAHE that:

- a) It has full power and authority to enter into this agreement and perform the Services and it has necessary infrastructure to duly perform the Services under this agreement;
- b) It shall render the services and perform its obligations and duties under this agreement accurately and in accordance with instructions, specifications, procedures, standards, guidelines, timeframe, if any as are issued from time to time, by MAHE for the performance of the services to the satisfaction of MAHE
- c) It shall be responsible for payment of service, corporate and personnel taxes if any, and shall indemnify and hold harmless MAHE for any liability in this connection;
- d) It shall perform the Services under this agreement in such manner as to not adversely affect the reputation and the goodwill of MAHE or their business associates;
- e) It shall maintain proper and accurate records relating to the conduct of the Services, if any, under this agreement during the term of the this agreement and shall at the request of MAHE provide to them, access to all the records and copies for audit purposes;
- f) It shall obtain all necessary Government and other regulatory approvals for performance of the Services under this agreement.

### 4. Term

The term of this agreement shall be for a period of three (3) years commencing from the Effective Date ("**Initial Term**") and unless otherwise terminated as provided herein. The Initial Term may be renewed with revised commercials for further periods upon mutual agreement of the Parties ("**Renewal Term**"). The Initial Term and Renewal term are collectively referred to as "Term".

### 5. Review of Services, Records and Quality Standards



The Parties may constitute a co-ordination committee consisting of key personnel from both the Parties. This committee will meet at such regular intervals as may be mutually agreed, to discuss MAHE's requirements, Plans, MeritTrac's performance, MAHE's quality standards, change in MAHE's requirements, etc. MeritTrac and MAHE will appoint one coordinator each, as a one-point contact for solving any issues pertaining to the Services performed by MeritTrac personnel.

For the assessments/processing conducted by MeritTrac, exclusively for MAHE, MAHE requires the records to be maintained by MeritTrac in a specific manner and format; MAHE shall indicate such requirements and formats, if any, at least 1 week prior to commencement of such Services.

MAHE and MeritTrac will define acceptable Service Levels at every stage of the process based on broad parameters of efficiency, turn-around times and accuracy.

**6. Intellectual Property Rights.**

It is agreed that the Tests/Assessment procedures, Templates and Question Bank are to be provided by MAHE and the intellectual property rights of the test and all material involved in the designing of the test and other material provided by MAHE belongs to MAHE.

**7. Confidential Information**

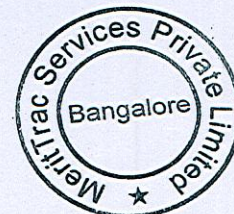
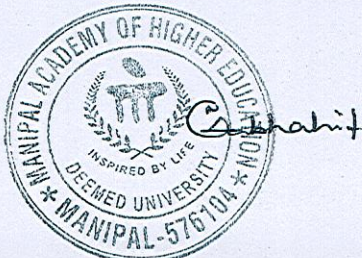
Either Party shall hold in confidence all confidential information obtained, received from the other and shall not disclose the same to any third Party without prior written consent of the other, during the term of this Agreement and for a period of 2 years from the date of termination of this Agreement. Further, unless prior written consent of the either Party is obtained, the other Party shall not use the above-mentioned information for any purpose other than the purpose contemplated under this Agreement.

"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 Agreement.

**8. Termination**

Notwithstanding anything contained in Clause 4, this Agreement may be terminated by MAHE forthwith by a written notice after review at the end of 3 months from the date of Agreement if it is not satisfied with the services being rendered by MeritTrac and by giving 60 days' notice period. MeritTrac may terminate this agreement by giving MAHE a written notice of 60 days. Neither Party is liable to pay for damages to other Party, resulting from such termination.

Either Party may immediately terminate this Agreement in case the other Party has committed breach of any of the terms and conditions of this Agreement and such breaching Party has not incurred such breach within a period of Thirty (30) days from the receipt of written notice from the aggrieved party requesting it to do so.



Either Party shall have the right to immediately terminate this Agreement by giving written notice in the following case:

- (a) The other Party makes an assignment for the benefit of its creditors;
- (b) 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 reorganization, composition or a similar relief, or it takes any action under any law regarding insolvency.

**8.4** Either Party may terminate this Agreement for convenience upon giving (60) days written notice to the other Party.

Effect of Termination:

Upon expiration/termination of this Agreement

- i. Each Party shall immediately make payment of the sums owed by it to the other Party prior to such termination;
- ii. Each Party shall promptly deliver to the other Party all data and other information acquired/prepared/generated/ developed by it pursuant to this Agreement.

## **9 No Partnership**

Nothing in this Agreement construes to make either Party a partner, an agent or legal representative of the other for any purpose. Neither Party 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, undertakings, or Agreements 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 compliance with any laws, decrees, regulations or orders affecting the agents, representatives, advisors, employees or workers of such Party, and will hold the other Party harmless from any claims whatsoever arising in connection therewith.

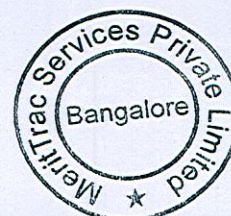
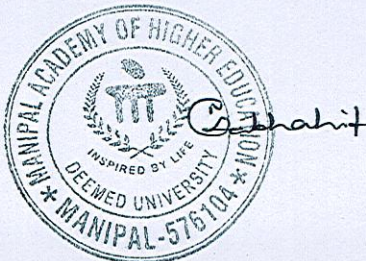
## **10 Non-employment**

Each Party shall recruit/employ its own employees for the purpose of carrying out its responsibilities/obligations under this Agreement and such persons shall not be deemed to be the employees of the other Party for any purpose whatsoever, either during the term of this Agreement or thereafter. Each Party shall hold the other Party harmless against any claims made by any employee of such Party, against the other Party.

## **11 Force Majeure**

Neither party shall be liable for any delay or failure in performing any of its obligations hereunder, if such delay or failure either wholly or partly is due to Force Majeure conditions such as floods, earthquakes or other acts of God, or any acts of governmental 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 forthwith 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 under the circumstances, use best efforts to remove or remedy such cause 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 agreement by agreeing to such alternative agreement as may be fair and reasonable.

**12 Assignment**

Neither this agreement nor any of the rights, powers or obligations created herein may be assigned in whole or in Part, by either Party without prior written consent from the other.

**13 Waiver**

Failure of either Party at any time to require performance of any provision of this Agreement 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 thereof or as nullifying the effectiveness of such provision.

**14 Amendment**

This Agreement 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 Agreement and signed by the duly authorized representatives of both the Parties, and no verbal Agreement or conduct of any nature related to the subject matter hereof or to the relationship between the Parties will be considered valid enforceable.

**15 Severability**

If any part or provision of this Agreement not being a fundamental nature is held illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected if such part, term of provision is severable from the rest of this Agreement without altering the essence of this Agreement. If such part, term or provision is not so severable, then the whole of this Agreement shall stand terminated, unless the Parties thereupon 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.

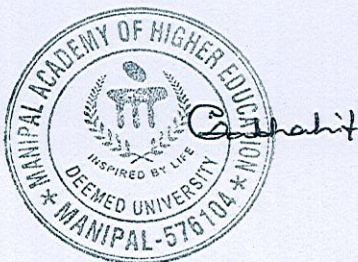
**16 Headings**

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

**17 Counterparts**

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

**18 Notices**



Any notice or other information required or authorized by this Agreement to be given by either Party to other may be given by hand or sent by registered post A.D., or by courier, or by facsimile transmission or comparable means of communication to the other Party at the following Address.

**Manipal Academy of Higher Education**

University Building, Madhavnagar,  
Manipal, Karnataka 576104, India  
Attention: Registrar

**MeritTrac Services Private Limited**

Century Towers, No. 14,  
Kodihalli, Airport Road,  
Bangalore, Karnataka 560008, India  
Attention: Legal Department

**19 Dispute Resolution**

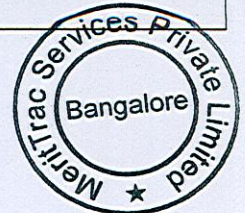
All disputes, differences of opinion and controversies arising between the Parties out of this Agreement shall be resolved amicably, failing which they shall be finally settled by a sole arbitrator appointed by the Parties. The Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof for the time being in force. The award of the arbitrator shall be a reasoned award and shall be final and binding on the Parties. The arbitration proceedings shall be conducted and the award shall be rendered in English Language. During the pendency of any arbitration proceedings, the Parties shall continue to perform their respective obligation under this Agreement.

**20 Governing Law**

This Agreement shall be governed by the Laws in India and each of the Parties submits to the jurisdiction of the courts of Karnataka, India.

**IN WITNESS WHEREOF**, each Party hereto has caused this Agreement to be executed, as of the date first above written, by its duly authorized representative.

Manipal Academy of Higher Education	MeritTrac Services Private Limited
<p>By: <i>Sabhahit</i> Name: <b>Dr. Narayana Sabhahit</b> Title: <b>Registrar</b> Date: <b>MANIPAL ACADEMY OF HIGHER EDUCATION</b> <b>Manipal - 576 104</b></p>	<p>By: <i>Subrat Mohanty</i> Name: <b>SUBRAT MOHANTY</b> Title: <b>GROUP PRESIDENT-STRATEGY</b> Date: <b>10 JUN 20</b></p>



## Annexure 1

### Scope of Work

MeritTrac shall provide the following services to support the Entrance Examinations (“Services”):

#### A. SERVICES: PRE-TEST, TEST AND POST-TEST SUPPORT

##### 1. Pre-Test Activity

- Receive Candidate data in Excel sheet based on Online Applications
- Receive restricted Hard copy Applications from AO / Scan as required.
- Convert scanned data consisting of photo and signature for restricted number of candidates.
- Handover consolidated candidate data (both for online and offline applicants) to AO for verification.
- Receive verified data on applications (both for online and offline applicants) with photo and signature from AO.
- Create schedules in OTBS (online test booking system).
- Host OTBS
- Retrieve OTBS booked data
- Generated hall tickets will be sent automatically on 2 mail ids of the candidates after slot booking by the candidate.
- Support for reschedules
- Make available secured centre infrastructure to CoE

##### 2. Actual Test Activity

- Verify student details
- Register valid students, capture photo and fingerprint
- Conduct online Test
- Record attendance
- Generate score sheet and Take student’s signature on the same
- Support for student grievance, feedback and exceptions
- Record test proctoring

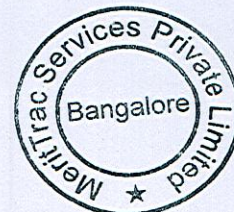
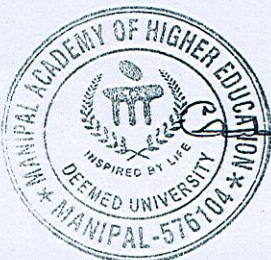
##### 3. Post Test Support

- Merit List Generation support
- Counselling support

It is clarified that the call centre will be completely managed by MAHE.  
MeritTrac will add new test centres as and when requested by MAHE.

#### MAHE Responsibilities

- i. MAHE will be providing the question papers for the tests.
- ii. Obtain consent from the candidates for sharing their [ ...] for the purpose of conducting the test.





## **B. SERVICES: REMOTE PROCTORING**

MeritTrac's remote Proctoring Service is a system designed for remote supervision of students and confirmation of results of online exams and tests. During the exams, students are supervised by proctors. These exam sessions are recorded and later analysed to check for any violation. Following are the key features or remote proctoring ("Proctoring Solutions")

### **1. Key Features:**

#### **i. Automatic Connection Check & Identity Verification**

The system has a mechanism to automatically check connections, allowing to identify possible problems using just one button. Automatic checking is a mandatory step before the start of each session and takes only 10 seconds. At the beginning of each session, the student undergoes an identity verification which consists of several steps: Facial photo, picture of an ID document, preview of the premises and workplace. This verification process does not involve the direct involvement of the proctor, but the proctor can observe during the process. The results of each step are stored in the session's protocol folder.

#### **ii. Secondary Camera and Asynchronous Proctoring**

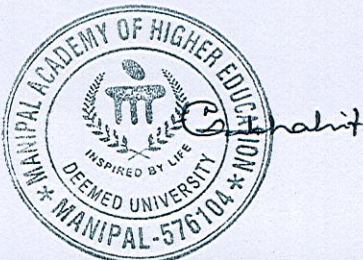
A smartphone camera can be connected to a session; this improves the view of the student's workplace. There is a special mobile interface for this. The mobile interface could also be used for video conferencing or be used to monitor and show the exam surrounding when exams are conducted in a class. Although proctoring implies the presence of an observer in real time, the Proctoring Solution also allows the conduct of sessions automatically without the participation of a proctor. In this mode, the student undergoes all the stages of verification himself, starts and finishes the session. After the session, a proctor or an administrator browses through the protocols of the sessions and draws conclusion. During the session, the Proctoring Solution monitors the focus of the browser window and the opened tabs. If a student has opened another application or a prohibited page in the browser, the protocol will save an appropriate message with an image of the desktop.

#### **iii. Automated Proctoring and Session Protocol**

The solution allows in data collection and analysis' algorithms allow you to automatically identify the typical violations during examinations. The system collects data based on the following parameters:

- a. Forbidden pages opened in the browser
- b. Focus changed to a different window
- c. The browser window is not maximized
- d. If any additional display is attached
- e. If any other face is in front of the camera
- f. If anyone else is facing the camera
- g. Conversation or noise in the background
- h. If there is any stranger in front of camera
- i. If there is any abnormal activity on the screen and there is no student in the session

#### **iv. Statistics and Administration**



A visualization of the statistics of conducted sessions can be obtained directly from the system interface. The statistics is available to the proctors and administrators, it includes the number of sessions and hours for the given period, total and daily quantity. The system includes an administrator interface that allows you to manage users, sessions, proctor schedule, view statistics and session protocols, send notifications to users, import and export data and much more.

**v. Information Security, Data Protection & Scalability**

The transfer of any data between the client and the server occurs through the HTTPS protocol using SSL and TLS encryption. It provides protection against attacks based on listening to the network connection. Reception and transmission of all media traffic is carried out on the WebRTC technology, which has an end-to-end encryption between nodes and thereby providing a secure connection in real time. This protocol eliminates the listening or viewing of video and voice traffic by unauthorized parties. In a situation when videos are saved in the Proctoring Solution, records can be encrypted with a symmetric encryption algorithm AES 256. Recordings are saved in the data storage in an encrypted format and decryption is carried out on the fly during playback. Encryption of video archive allows you to store videos on networks or cloud data storage without the risk of leakage of confidential information.

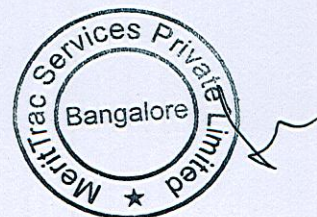
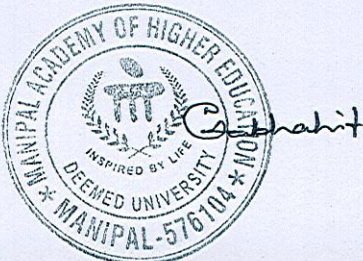
**2. Technical requirements**

Requirements to run a test using Pariksha and Remote Proctoring

Parameter	Minimum requirements
Web browser	Latest version of Mozilla Firefox
Operating system	Min Windows 7/8/10, Preferred latest Windows OS
Processor	Min 2 cores
RAM	Min 512 Mb, preferred 1-2 GB
Network bandwidth/Internet	Minimum speed of 512 Kbps
Screen resolution	1024 x 768 and above
Microphone Network response	Any Not more than 1000 ms
Network ports and protocols	443/tcp, 3478/tcp, 3478/udp

Other technical specifications:

- i. Mandatory to use latest version of Mozilla Firefox browser.
- ii. Ad Blocker should be switched off.
- iii. All applications that use camera, microphone and screensharing should be switched off during remote proctoring session.
- iv. Popup blocker should be turned off.



- v. Clear browser cache before start of the test.
- vi. Pariksha site URL should be in the Trusted Sites.
- vii. Webcam is mandatory.

The computer used for the test should meet above requirements.

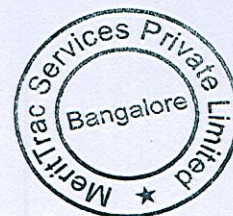
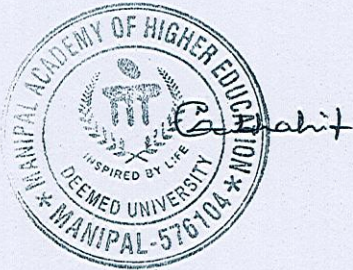
### 3. Services

The Services offered by MeritTrac for Remote Proctoring are as follows

- i. MeritTrac will conduct examination by Remote Proctoring for 1200-1300 candidates and each candidate will have around 3 sections to attempt in a QP.
- ii. The exam will be conducted across 4 – 5 days, from the candidates' own location.
- iii. Authoring of question paper will be done centrally from MeritTrac premises.
- iv. In total, 7 Sets of unique question papers to be authored and each question paper will contain 42 questions.
- v. Duration of each exam session will be 60 minutes.
- vi. Result processing and sharing of results, along with annotated PDF's will be under MeritTrac scope of work.
- vii. Timeline for the implementing the project will be mutually agreed by both Parties.

#### MAHE Responsibilities

- iii. Content for question papers will be provided by MAHE in a pre-defined format.
- iv. Obtain consent from the candidates for sharing their [ ...] for the purpose of conducting the test.



## Annexure 2

### Commercials

#### A. COMMERCIALS: PRE-TEST, TEST AND POST-TEST SUPPORT

##### 1. Cost based on number of applicants scheduled for the test: (slab-wise):

- Up to 70,000 candidates: INR.5,27,80,000 fixed amount. This is calculated at the rate of Rs.754/- per candidate.
- For 70,001 to 75,000 candidates: INR 534/- shall be charged per candidate for the total number of candidates registered for the test.
- >75,000 candidates (i.e., 75,001 candidates onwards): INR.506/- shall be charged per candidates for the total number of candidates registered for the test.
- Price of conducting examination in foreign territories shall be computed and added separately through an addendum.

##### I. Invoicing and Payment Terms:

- a. Invoice for the Entrance Examinations will be raised post completion of activities.
- b. All invoices are payable within thirty (30) days from receipt of invoice.

#### IV. Billing Terms

For billing candidate count:

- For first attempt application uploaded into OTBS
- For second and third attempt number of candidates booked in OTBS

#### B. COMMERCIALS: PRE-TEST, TEST AND POST-TEST SUPPORT

The fees charged by MeritTrac for the Services provided to WGSHA, Manipal under this SOW will be based on the following rate card:

Description of Service	Price per Login / candidate
Remote Proctored exams for 1200 test takers for a duration of 60 minutes	INR 177

##### II. Invoicing and Payment Terms:

- c. Invoice for the Entrance Examinations will be raised post completion of activities.
- d. All invoices are payable within thirty (30) days from receipt of invoice.

