

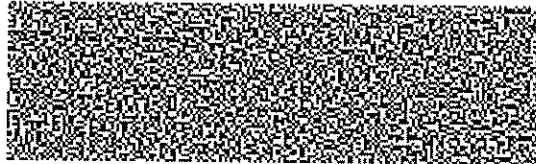
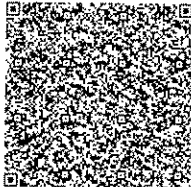
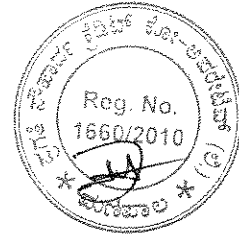
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INDIA NON JUDICIAL

Government of Karnataka

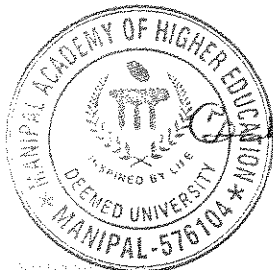
e-Stamp

Certificate No. : IN-KA03371836813216R
 Certificate Issued Date : 08-May-2019 10:51 AM
 Account Reference : NONACC (FI)/ kaksfcl08/ MANIPAL1/ KA-UD
 Unique Doc. Reference : SUBIN-KAKAKSFCL0836345164851224R
 Purchased by : MAHE
 Description of Document : Article 12 Bond
 Description : AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : MAHE
 Second Party : INPODS INDIA PVT LTD
 Stamp Duty Paid By : MAHE
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



AGREEMENT

This Agreement is made and entered into on 10th May, 2019 ("Effective Date") to implement a Cloud-Based Competency Platform at MAHE, by and between:



Signature

Signature

1. This Agreement is made and entered into on 10th May, 2019 ("Effective Date") to implement a Cloud-Based Competency Platform at MAHE, by and between:

2. The undersigned, representing the Manipal Academy of Higher Education (MAHE),

3. The undersigned, representing the Manipal Academy of Higher Education (MAHE),

Manipal Academy of Higher Education (MAHE), a deemed to be University under Section 3 of UGC Act, 1956, having its registered office at Madhav Nagar, Manipal – 576104, Karnataka, India, and represented by its Registrar, Dr. Narayana Sabhahit, hereinafter referred to as “**MAHE**” (which expression shall, wherever the context so requires or admits, means and includes his successors, legal heirs, permitted assigns and legal representatives)

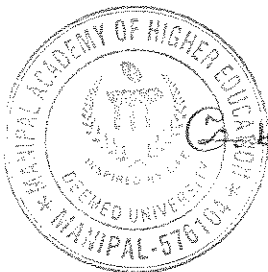
AND

InPods India Private Ltd, having its registered office at Pune, Maharashtra – 411007 and represented by its Vice President, Mr. M V Kalidas (hereinafter referred to as “**InPods**”).

Together referred to as the “**Parties**”, and individually referred to as a “**Party**”.

WHEREAS

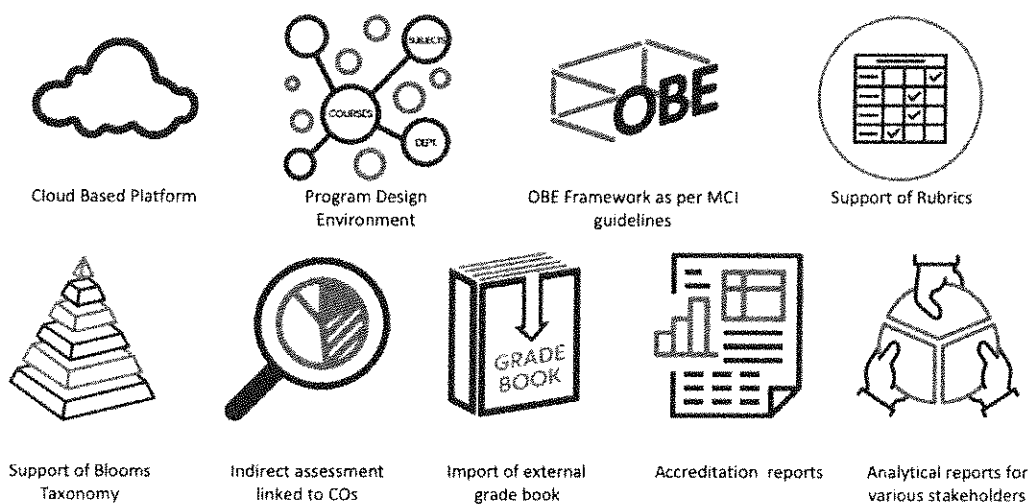
1. MAHE, deemed to be University, has been providing education and conducting research in various disciplines such as Medicine, Dentistry, Nursing, Engineering, Management etc., through its various constituent units.
2. InPods offers a comprehensive portfolio of products, solutions and consultancy services to educational institutes and learning solution providers interested in delivering outcome focused education.
3. MAHE wants to implement a cloud based learning platform for the students enrolled in Kasturba Medical College, Manipal, Kasturba Medical College, Mangalore, Manipal College of Dental Sciences, Manipal and Manipal College of Dental Sciences, Mangalore, and has approached InPods for its services as a technology partner.
4. Pursuant to the above, the Parties seek to enter into this Agreement to confirm and record the terms and conditions on which InPods will implement the cloud based learning platform.



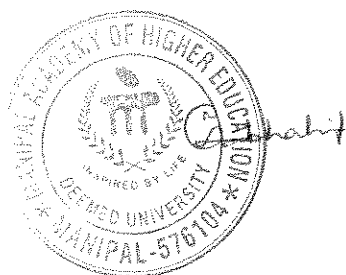
G. Sabhahit

M V Kalidas

1. INPODS FEATURES FOR OBE PLATFORM



OBE FEATURES	BENEFITS TO THE UNIVERSITY
Cloud Based Platform	Any time, any place. No investments in IT infrastructure.
Program Design Environment	All programs, courses, faculty and students can be enrolled on InPods OBE platform. Supports CBCS
OBE Framework as per MCI guidelines	All terminology as per MCI
Support of Rubrics	Objective Assessment of descriptive answers. Required for Clinical Assessments
Support of Blooms Taxonomy	Checks quality of Assessments. Improves placements
Indirect Assessments linked to COs	Seamless integration of Surveys into CO and PO attainment calculation
Import of External Grade book	All assessments conducted off line can be integrated into PO calculations
Accreditation Reports	OBE Reports can be downloaded for NAAC etc.
Analytical Reports for various stakeholders	Decision Support Reports at VC, Director, Faculty level



2. SCREEN SHOTS FROM INPODS OBE PLATFORM

2.1 Setting National & Institutional Goals

National Goals for Competency based Curriculum Physiology

Level	Level Code	Assessable
1000000	1000000	Y
1000000	1000000	Y
1000000	1000000	Y
1000000	1000000	Y
1000000	1000000	Y

2.2 Competencies as per MCI

Topic Outcome for PY - 2019 - Year I - CBC Cardiovascular Physiology

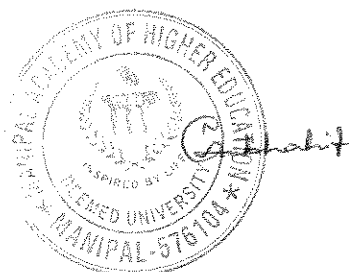
Item #	Description	Topic Level Outcome (TLO)	Associated Level of Competency	Associated Domain of Learning
1000000	Identify the various parts of the cardiovascular system and its functions.	1000000	1000000	1000000
1000000	Describe the various parts of the cardiovascular system and its functions.	1000000	1000000	1000000
1000000	Describe the various parts of the cardiovascular system and its functions.	1000000	1000000	1000000
1000000	Describe the various parts of the cardiovascular system and its functions.	1000000	1000000	1000000
1000000	Describe the various parts of the cardiovascular system and its functions.	1000000	1000000	1000000
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1000000	Describe the various parts of the cardiovascular system and its functions.	1000000	1000000	1000000
1000000	Describe the various parts of the cardiovascular system and its functions.	1000000	1000000	1000000
1000000	Describe the various parts of the cardiovascular system and its functions.	1000000	1000000	1000000
1000000	Describe the various parts of the cardiovascular system and its functions.	1000000	1000000	1000000

2.3 Support for Rubrics

Title: Rubric for Human Body Systems

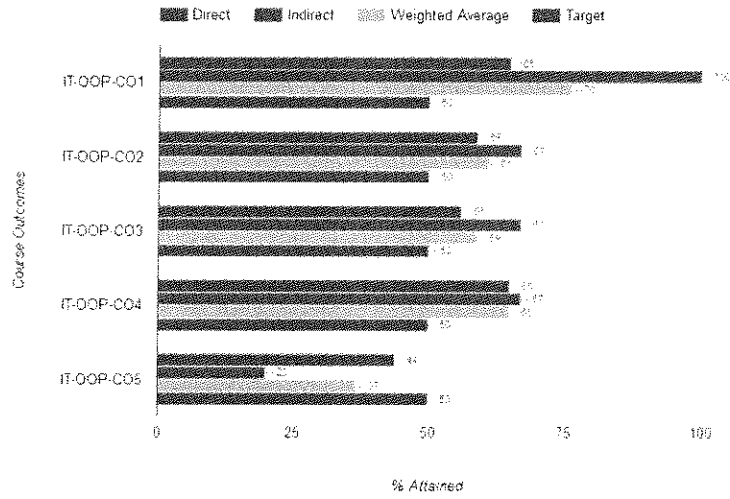
Description: Common rubric used by Dept of Georgetown University

Criteria	Weights (%)	Exceeds Expectation 81 - 100 %	Meets Expectation 61 - 80 %	Below Expectation 0 - 60 %
		Lower Range: 81	Lower Range: 61	Lower Range: 0
Knowledge and Understanding	40	Identifies the issue that relates to one or more parts of the system and capably demonstrates the understanding of the causes and effects of the problem	Identifies the issue that relates to one or more parts of the system and demonstrates partial understanding of the causes and effects of the problem	Has no understanding of cause and effects
Thinking and Investigation	30	Capably plans researches and organizes the answer to the question using the inquiry process	Is developing skills the answer to the question using the inquiry process	No diagnostic skills and no effort on research
Communication	30	Clearly expresses and organizes ideas and information. Uses the correct vocabulary	Expresses and organizes ideas and information with some clarity. Uses appropriate vocabulary	Unable to communicate ideas and information
Application	0	Makes a connection with science, technology, society, and environment with considerable effectiveness	Makes a connection with science, technology, society, and environment with some effectiveness	Unable to connect science, technology, society and environment

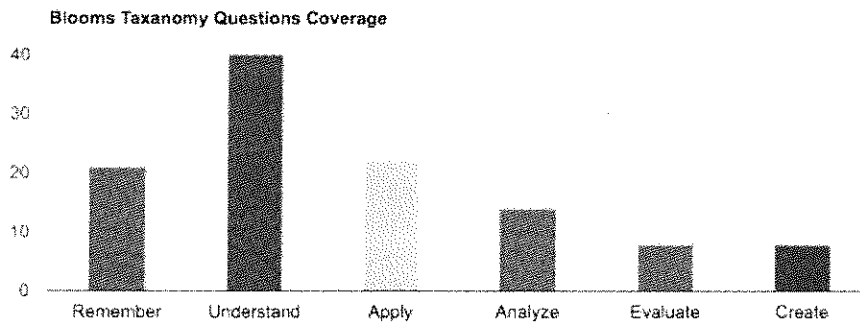


Handwritten signature or initials.

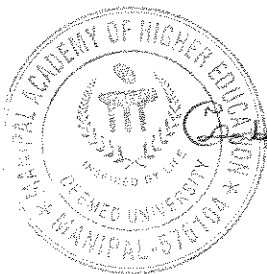
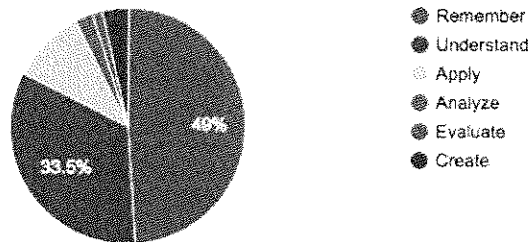
2.4 Measuring Competencies:



2.5 Blooms Report:



Blooms Taxonomy Marks Coverage



Author

[Handwritten Signature]

3.1 Prices:

Institute Coverage	Student Coverage	Subscription Costs (Rs)	Customization Costs (Rs)	Onboarding Costs (Rs)
KMC Manipal, KMC Mangalore, MCOBS, Manipal, MCOBS, Mangalore	Academic Year 2019	4,00,000	6,00,000	1,50,000
KMC Manipal, KMC Mangalore, MCOBS, Manipal, MCOBS, Mangalore	Academic Year 2019+ Academic Year 2020	5,50,000	3,00,000	NIL
KMC Manipal, KMC Mangalore, MCOBS, Manipal, MCOBS, Mangalore	Academic Year 2019+ Academic Year 2020+ Academic Year 2021	6,50,000	3,00,000	NIL
KMC Manipal, KMC Mangalore, MCOBS, Manipal, MCOBS, Mangalore	Academic Year 2019+ Academic Year 2020+ Academic Year 2021+ Academic Year 2022	7,25,000	3,00,000	NIL
KMC Manipal, KMC Mangalore, MCOBS, Manipal, MCOBS, Mangalore	All students Year 5	7,25,000	NIL	NIL
KMC Manipal, KMC Mangalore, MCOBS, Manipal, MCOBS, Mangalore	All students Year 6	7,25,000	NIL	NIL
KMC Manipal, KMC Mangalore, MCOBS, Manipal, MCOBS, Mangalore	All students Year 7	7,25,000		
TOTAL		45,00,000	15,00,000	1,50,000

3.2 Payment Terms

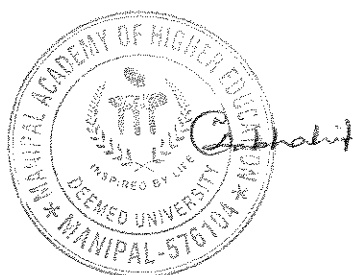
100% of Onboarding Cost with PO

100% of Subscription Cost with PO for Year I

100% of Subscription Cost before the start of Academic Year

50% of Customization Cost at the time of PO for 1st year

50% of Customization Cost after UAT



3.3 Purchase Order:

Purchase Order will be raised on a yearly basis. Prices and other terms of the PO will be as per this agreement

3.4 Other Costs:

If training or workshops need to be conducted on site, the cost for travel by train from Pune and accommodation will be provided by MAHE. It not expected to exceed 6 visits in a year.

3.5 Taxes & other Statutory Costs:

The price payable by Customer for the Platform and/or the Service do not include any sales or service or similar taxes. GST is extra. InPods HSN/SAC number is 998313.

3.6 Validity of the Quote:

This quote is valid for a period of 45 days from the date of this proposal. Beyond that, rates are subject to change.

3.7 Data Confidentiality:

The data shall not be disclosed and shall not be duplicated, used, or revealed in whole or in part for any purpose. If a contract is awarded to InPods as a result of or in connection with the submission of this data, the client or prospective client shall have the right to duplicate, use, or disclose this data to the extent provided in the contract. This restriction does not limit the client's or prospective client's right to use the information contained in the data if it is obtained from another source without restriction. The data subject to this restriction is contained in all marked sheets.

(Refer to **Annexure A – Non-Disclosure Agreement**)

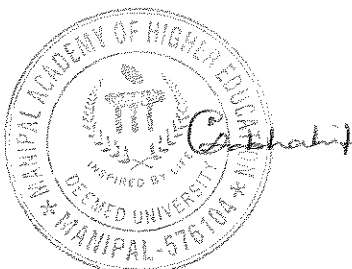
3.8 Term and Termination:

This Agreement shall be valid for a period of seven (7) years from the Effective Date or until either Party decides to terminate the Agreement by giving written notice of three (3) months, whichever is earlier.

3.9 Indemnity:

InPods hereby agrees to indemnify and hold MAHE harmless from all damages, costs, attorney's fees or losses arising out of or relating to:

- (a) breach of the Agreement by InPods;



(b) breach of any representation or warranty by InPods.

3.10 Amendments:

No change, alteration, amendment or modification to this Agreement shall be effective unless in writing and signed by the authorised representatives of both the Parties.

3.11 Dispute Resolution:

Any dispute(s) arising out of the Agreement shall, as far as possible, be settled amicably between the Parties hereto, failing which the courts in Udupi, State of Karnataka, shall have the exclusive jurisdiction over any dispute, differences or claims arising out of this Agreement.

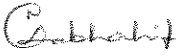

3.12 Assignment:

This Agreement shall not be assigned by any Party without the prior written consent of the other Party.

3.13 Governing Law:

This Agreement and all issues arising out of the same shall be construed in accordance with the laws of India.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed by its duly authorized representative as of the Effective Date.

MAHE, MANIPAL	INPODS INDIA PRIVATE LIMITED
By:  REGISTRAR MANIPAL ACADEMY OF HIGHER EDUCATION MANIPAL Printed Name: Dr. Narayana Sabhahit Title: Registrar	By:  Printed Name: M V Kalidas Title: Vice President
Address: Madhav Nagar, Manipal Karnataka – 576104	Address: 3 rd Floor, Sri Shanti Apartments, Aundh, Pune, Maharashtra – 411007
Telephone: 0820 2571201 Email:	Telephone: 9325314404 Email: kalidas@inpods.com

ANNEXURE A

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-disclosure Agreement (this “*Agreement*”), dated as of (the “*Effective Date*”) is made and entered into by and between Manipal Academy of Higher Education [MAHE] and InPods India Private Limited [InPods]

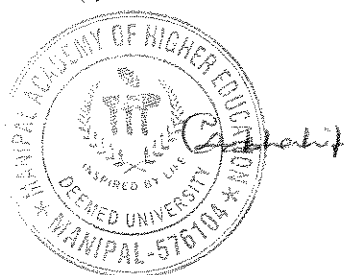
Purpose

The parties wish to explore a business opportunity of mutual interest (the “*Opportunity*”), and, in connection with the Opportunity, each Party (as applicable, the “*Disclosing Party*”) may disclose to the other Party (as applicable, the “*Recipient*”) certain confidential technical and/or business information that Disclosing Party desires Recipient to treat as confidential. As a material inducement to Disclosing Party to make such Confidential Information (as defined below) available to Recipient in connection with the Opportunity, Recipient agrees to hold and treat such Confidential Information in accordance with this Agreement.

1. Confidential Information

“*Confidential Information*” means, with respect to Disclosing Party, any information that is disclosed by Disclosing Party to Recipient during the term of this Agreement, either directly or indirectly, in writing, orally or by inspection of tangible and intangible objects, or by any other means of communication including proprietary information, technical data, trade secrets or know-how (including, but not limited to, research, product plans, products, services, markets, works of original authorship, photographs, negatives, digital images, software, computer programs, source code, object code, ideas, inventions (whether or not patentable), processes, formulas, technology, designs, drawings and engineering, hardware configuration information, marketing or finance documents, promotional methods, volumes of sales, customer, vendor and supplier names, lists and data and other technical, business, financial, customer and product development plans, forecasts, strategies and information, price policies, business opportunities and strategic partnerships and alliances) or any such information which the disclosing party believes is confidential in nature and provides them the competitive advantage over competitors. Such information will be considered Confidential Information if –

- (i) such information is identified, in writing or orally or transmitted through other



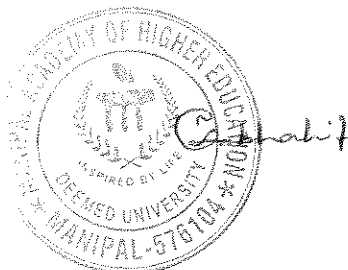
available means of communication, as Confidential Information, or otherwise marked, termed, labeled, notified or informed as “Confidential” or “Proprietary” or with a similar designation, at the time of initial disclosure or any time thereafter, or

- (ii) under the circumstances surrounding the disclosure, Recipient reasonably should have known that such information was confidential or proprietary.

Notwithstanding the foregoing, Confidential Information will not include any information that

- (i) was publicly known before Disclosing Party’s disclosure of the information, or becomes publicly known, through no violation of the terms of this Agreement, after Disclosing Party’s disclosure of the information;
- (ii) Recipient can demonstrate, through its files and written records, was already known by or in the possession of Recipient at the time of disclosure;
- (iii) Recipient obtains from an authorized third party without a breach of such authorized third party’s obligations of confidentiality;
- (iv) Recipient can demonstrate, through documents and other competent evidence in its possession, was independently developed by Recipient in the course of work by its employees who neither used nor had access to Confidential Information; or
- (v) Recipient is required to disclose by law or by a subpoena or order issued by a court of competent jurisdiction (each, an “**Order**”), provided that Recipient gives Disclosing Party written notice of the Order promptly after receiving it and to the extent legally permissible, cooperates fully with Disclosing Party prior to disclosure to provide Disclosing Party with the opportunity to interpose any and all objections it may have to disclosure of the information required by the Order and seek a protective order or other appropriate relief.

In the event of any dispute between the parties as to whether specific information is within one or more of the exceptions set forth in this Section 2, Recipient will bear the burden of proof, by clear and convincing evidence, that such information is within the claimed exception(s). Confidential Information also includes the purpose and the existence of this Agreement and the fact that the parties may be or are involved in negotiations with respect to a possible business relationship or other transactions. The parties also acknowledge and agree that any analyses, compilations, studies or other embodiments or derivatives of Confidential Information of Disclosing Party prepared by Recipient (or anyone to whom it discloses such



Confidential Information after explicit written approval from the recipient, through its authorized signatory, solely for the purpose(s) set forth in this agreement) shall be owned solely by Disclosing Party and treated as Confidential Information of Disclosing Party by the recipient.

2. Nonuse and Non-disclosure

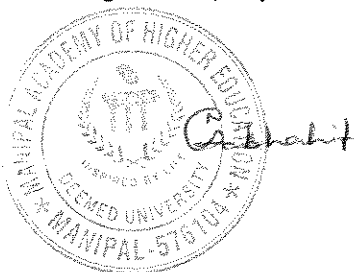
Recipient agrees not to, directly or indirectly,

- (i) use any of Disclosing Party's Confidential Information for any purpose except to evaluate and engage in discussions concerning the Opportunity or purposes explicitly identified in this agreement,
- (ii) divulge or disclose any of Disclosing Party's Confidential Information to third parties, or
- (iii) permit any of Disclosing Party's Confidential Information to be divulged or disclosed to or examined or copied by any third party;

Provided, however, that Recipient may disclose Disclosing Party's Confidential Information to its employees, agents, representatives, assignees or subcontractors on a "need to know" basis (each such person, a "*Permitted Disclosee*") with prior written approval from the disclosing party.

Recipient will –

- (i) inform each Permitted Disclosee of the requirements of this Agreement,
- (ii) ensure that each Permitted Disclosee complies with each of Recipient's obligations, as set forth in this Agreement, and
- (iii) obtain written agreements from each Permitted Disclosee requiring such Permitted Disclosee to abide by the requirements of this Agreement
- (iv) Permitted disclosee does not disclose the disclosing party's confidential information as defined earlier in this agreement to any other third party. Recipient further agrees not to
- (v) reverse engineer, disassemble or decompile any prototypes, software or other tangible objects that contain or embody any of Disclosing Party's Confidential Information, or
- (vi) export or reexport (within the meaning of U.S. or other export control laws or regulations) any of Disclosing Party's Confidential Information or product thereof.



3. Maintenance of Confidentiality

Recipient agrees that it will take all reasonable measures necessary to protect the secrecy of, and avoid disclosure and unauthorized use of, Disclosing Party's Confidential Information. Without limiting the foregoing, Recipient will take measures to protect Disclosing Party's Confidential Information that are no less restrictive than those it takes to protect its own most highly confidential information. Recipient will immediately notify Disclosing Party in the event of any unauthorized use or disclosure of Disclosing Party's Confidential Information. In any event, Recipient will be responsible for any breach of this Agreement by such employees or Permitted Disclosee, and Recipient will take all reasonable measures (including but not limited to initiating court proceedings) to enforce the terms of this Agreement with respect to such employees or Permitted Disclosee.

4. No Obligation

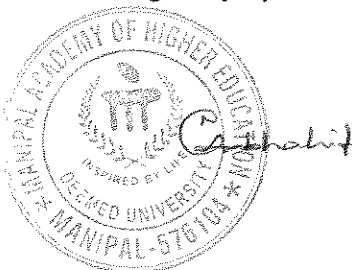
Nothing herein will obligate either party to proceed with or complete any transaction with respect to the Opportunity or any other matter, and each party reserves the right, at any time and in its sole and absolute discretion, to terminate discussions concerning the Opportunity while ensuring the confidentiality of disclosing party's confidential information by the recipient for the duration specified in Clause 8 of this agreement.

5. No Warranty

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF ANY CONFIDENTIAL INFORMATION. NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, REMOTE, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM OR CAUSED, DIRECTLY OR INDIRECTLY, BY THE USE OF CONFIDENTIAL INFORMATION.

6. Return of Materials

All documents and other tangible objects containing or representing Disclosing Party's Confidential Information, and all copies in print or transmitted through electronic mode of communication, embodiments or derivatives thereof that are in the possession of Recipient, will be and remain the property of Disclosing Party and will be promptly returned to Disclosing Party upon Disclosing Party's written request and Recipient shall deliver, within



five days of such a request, a certification by a duly authorized representative that all items have been returned, or discarded, disposed or destroyed in consultation with the disclosing party. No material that is transmitted through electronic mode of communication shall be stored or later used, retrieved, disclosed to third party or used for any commercial gain by the recipient during and beyond the term of this agreement.

7. No License

Nothing in this Agreement is intended to grant any license or rights to either party under any patent, copyright, trade secret or other proprietary or intellectual property right of the other party, nor will anything in this Agreement grant Recipient any rights in or to any of Disclosing Party's Confidential Information.

8. Term

The term of this Agreement will commence on the Effective Date and continue until this Agreement is terminated by mutual written agreement of the parties or by either party upon written notice to the other party. The parties' obligations hereunder will survive until the earlier of

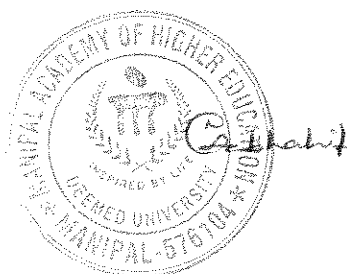
- (i) five (5) years after the termination of this Agreement, and
- (ii) the date all Confidential Information becomes publicly known and generally available through no action or inaction of the applicable Recipient;

Provided, however, that such duties and obligations with respect to Confidential Information that constitutes a trade secret of Disclosing Party shall continue so long as such Confidential Information remains a trade secret under applicable law.

9. Remedies

Each party agrees that its obligations hereunder are necessary and reasonable in order to protect Disclosing Party and Disclosing Party's business and all confidential information of Disclosing Party. Accordingly, each party acknowledges and agrees that

- (i) any such violation or threatened violation will cause irreparable injury to Disclosing Party and
- (ii) in addition to any other remedies that may be available to Disclosing Party at law, in equity or otherwise, Disclosing Party will be entitled to obtain injunctive relief and proportionate monetary damages, against any breach of this Agreement or the continuation of any such breach.



10. Miscellaneous

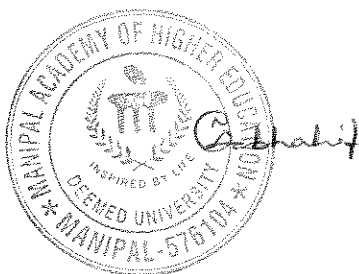
This Agreement will be binding upon, enforceable by and inure to the benefit of the parties hereto, their respective successors and permitted assigns. This Agreement will be governed by and construed in accordance with the laws of India, without reference to conflict of laws principles. Each party:

- (i) agrees that all actions and proceedings arising from or related to this Agreement or its subject matter may be litigated in Udupi, State of Karnataka and
- (ii) consents and submits to the personal jurisdiction and venue of any such court.

If any action at law or in equity is necessary to enforce or interpret the terms of the Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and there are no agreements or understandings between the parties, express or implied, except as are expressly set forth in this Agreement. No waiver by Disclosing Party of any provision of this Agreement or of any default by Recipient under this Agreement, and no failure of Disclosing Party to insist upon strict performance under this Agreement, will affect the right of Disclosing Party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

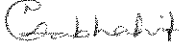

This Agreement may not be modified or amended except by a writing signed by both parties. If any provision of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this Agreement will remain valid and enforceable as though such void or unenforceable provision were absent upon the date of its execution. Any notice required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery, three business days after deposit in India by certified mail, postage prepaid, return receipt requested, or the business day after delivery to a recognized overnight courier, to the address of the party to whom notice is being given, as set forth on the signature page(s) hereto or at such other address as such party may have designated by giving notice to the other party as set forth herein.

This Agreement may be executed in any number of separate counterparts, all of which, when taken together, shall constitute one and the same instrument.



A handwritten signature in black ink, consisting of stylized letters and a flourish.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed by its duly authorized representative as of the Effective Date.

MAHE, MANIPAL	INPODS INDIA PRIVATE LIMITED
By:  MANIPAL ACADEMY OF HIGHER EDUCATION MANIPAL Printed Name: Dr. Narayana Sabhahit Title: Registrar	By:  Printed Name: M V Kalidas Title: Vice President
Address: Madhav Nagar, Manipal Karnataka – 576104	Address: 3 rd Floor, Sri Shanti Apartments, Aundh, Pune, Maharashtra – 411007
Telephone: 0820 2571201 Email:	Telephone: 9325314404 Email: kalidas@inpods.com