



ಕೆ. ಎಚ್. ಕಬ್ಬೂರ ಡಾಂತ್ರಿಕ ಶಿಕ್ಷಣ ನಂಸ್ಥೆ

ಸರ್ಕಾರಿ ಅನುದಾನಿತ ಹಾಗೂ ಎಐಸಿಟಿಇ-ನವದೆಹಲಿಯಿಂದ ಮಾನ್ಯತೆ ಪಡೆದ ಪಾಲಿಟೆಕ್ನಿಕ್

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K. H. KABBUR INSTITUTE OF ENGINEERING 202

Govt. Aided and AICTE-New Delhi Approved Polytechnic

Vidyagiri, Dharwad-580 004. KARNATAKA

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Ref :

Date :

Current Application Number 1-43664796389 and Permanent Institution ID : 1-475384387

Academic Year: 2024-25

KHKIE/DD/AICTE-Desirable/2024/06 ✓

Dated: 27-03-2024

CERTIFICATE

K H Kabbur Institute of Engineering Vidyagiri , Dharwad , Karnataka 580007 (PID No: 1-475384387) has been using "ERP Software" licensed version. This has been procured by executing a memorandum of understanding between MySmartShala of Edu-Easy India Private Limited. Dated: 25-Feb-2022.

The above document is available on the institution website hyperlink:
<http://www.khkie.co.in/Desirable.html>

Date: 27-03-24

Principal

J.S.S.'s K.H. Kabbur Institute of Engg.
DHARWAD - 580 004



MEMORANDUM OF UNDERSTANDING

entered between

 **MySmartShala**

Edu-Easy India Private Limited

and

K.H. Kabbur Institute of Engineering

To HOD (CS)

for n.a

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25/2/2022



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs 100

e-Stamp

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Please write or type below this line

THIS MEMORANDUM OF UNDERSTANDING (the "Document") made as of 25-02-2022,

Between

Edu-Easy India Private Limited, Belagavi, hereinafter referred to as *First Party*

and

K.H. Kabbur Institute of Engineering Dharwad hereinafter referred to as *Second Party*

Statutory Alert:

1. The authenticity of this Stamp certificate can be verified at www.mysmartshala.com MOU between Mysmartshala and KHKIE
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.

Background:

The Second Party is willing to go Digital on few processes in its regular day to day operations. And the First Party having the relevant knowledge of the processes and issues faced by the Second Party and similar organisations in the manual processes currently being practiced has developed Digital Solutions for global users and has offered the Second Party to use the same. Second Party on having tested and accepted the utility and value additions of the Digital Process and Solution (**MySmartShala**) has accepted to use the same. With this backdrop the Parties have reduced their understandings in writing. This Document establishes the terms to be used in current and any future agreements between the Parties. The terms contained in this Document are not comprehensive and additional terms may be added, and existing terms may be changed or deleted based on mutual understanding of both parties. The basic terms are as follows:

Meanings and Definitions: The following terms have the following meanings, in addition to terms defined elsewhere in this MOU

1. **MySmartShala:** India's first Paperless Report Submission, Communication and Digital Repository Platform for Educational Institutes developed and offered by the First Party. MySmartShala is Platform to store and access digital documents anywhere anytime with authorised signatory.

2. **Products and Services:** MySmartShala currently offers three Modules viz., Report Submission Module (All kind of academic reports such as Project Reports, Internship Reports, Seminar Reports Etc., not limited to these), Digital Repository System and Messaging Platform Module. Any new versions, upgrades and patches on these platforms will be freely offered to its global users. Accordingly, the Second Party is eligible to avail any future services from First Party on all new products developed on mutual understanding.

3. **Parties:** When used anywhere in this document mean collectively First Party and Second Party

4. **Intellectual Property:** Mean all (a) copyrights and copyrightable works and neighbouring rights; (b) trademarks, service marks, trade dress, trade names, corporate names, logos, slogans (and all translations, adaptations, derivations and combinations of the foregoing), URLs and Internet domain names, together with all goodwill associated with each of the foregoing; (c) letters patent, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice) (d) registrations, applications and renewals of any of the foregoing; (e) trade secrets; (f) know-how; (g) Text published in the web pages; and (h) other intellectual property or industrial property rights throughout the universe and arising or recognized under the laws of any nation or by virtue of any international or bilateral conventions or treaties.

Duration of the MOU

- This is a non-binding Memorandum of Understanding (MOU) between the First Party and the Second Party.
- The MOU will be effective from 25-02-2022 and will continue to apply until 24-02-2026

Termination: Withdrawal of usage or Termination of MySmartShala is only applicable when the Second Party notifying the end of the usage of MySmartShala Platform to the First Party. Also, this MOU can be terminated by each of the parties with one of month prior written notice.

Roles and Responsibilities of the Parties

- First Party aims to provide best possible uninterrupted services of MySmartShala Platform to the Second Party and attend to service calls if any, within a reasonable time.
- The First Party is the absolute owner of MySmartShala and all its Intellectual Property (IP) Rights at all times and grants the Second Party only the right to use the same for its Digital Processes.
- The Second Party agrees to use the MySmartShala only as agreed in this MOU and will not do Reverse Engineering or will not attempt to do reverse engineer, de-encrypt, or otherwise derive the design, internal logic, structure or inner workings (including algorithms and source code) of any software, products, models, prototypes, or other items provided by the First Party that use, embody, or contain Confidential Information. The Second Party does not claim any rights on MySmartShala at any time during or after the term of the MOU.
- The Second Party agrees to use MySmartShala Platform to go digital.
- The Second Party should coordinate with MySmartShala team in guiding and training the college faculties and Students on usage of MySmartShala platform.
- The Second Party to coordinate and follow MySmartShala platform guidelines.

Data Security and Backup

- The First Party agrees to secure data of Second Party i.e., **Confidentiality and Data Protection**. Both the Parties undertake that they shall not at any time disclose to any person any confidential information concerning
 - i. The business, Soft Data, affairs, customers, clients or suppliers of either Parties or any of its affiliates
 - ii. The operations, processes, product information, recipes and formula, know-how, designs, trade secrets of either Parties or any of its affiliates
 - iii. The Recipient must not memorise, use, commercialise or modify the Confidential Information for its own benefit or the benefit of any other person other than in the agreement or for a purpose to which the Disclosing Party has given its prior written consent
- Every Year the Students Project Document Back up will be given to Second Party via Mail.

- After providing backup for one year, it will be the responsibility of the Second Party to maintain the backup for all future needs, MySmartShala won't be responsible if there is a loss of data due to any unexpected circumstances after providing the backup to Second Party.

Price and Payments

- Use of MySmartShala(Report Submission Module) will be on chargeable basis to the Students i.e., Rs 60/- per student per semester (fees applicable to students who are uploading the reports using MySmartShala. Either student or college will make the payment based on 2nd party convenience).
- Digital Repository and Communication Platforms are completely free to all students.
- There are no any extra charges apart from Report Submission Module to 2nd Party.
- All the students are expected to make the payment in a timely manner abiding to time frame communicated by MySmartShala team.
- On missing the payment deadlines by students, Rs40/- fine can be charged.

Modifications: This MOU may be modified only by a writing executed by both the Parties.

This Document accurately reflects the understanding between the Parties, signed on 25-02-2022

Edu-Easy India Pvt Ltd, Belagavi

(First Party)

An
25/02/22



K.H. Kabbur Institute of Engineering Dharwad

(Second Party)


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