

# E-GOVERNANCE POLICY DOCUMENT



#### Preamble

The higher education institutions and specifically the organizations offering professional courses are functioning in digital savvy and electronically connected world. The parents and all associated stakeholders expect unhindered digital services. Knowledge creation, delivery and storage has great significance in the digital global environment. In the social media age, the success of institution and thereby nation highly depends on finding a solution to digital connectedness paradox and using information successfully. This digital transformation impacts the core components of an organization - from its operating model to its infrastructure. The digital transformation is an evolutionary process emerging out of Technology disruption.

The digital connectedness has transformed the functional structure of every organization which goes beyond social media. The manifestation of this change across every vertical from Admissions, to Library e resources, to academic monitoring including examination process having huge consequences on how institution engages with students, faculty, employees and all the stakeholders.

The current generation of students Gen Z are sharper and are bubbling with innovative mindsets. The Gen Z students seek real time experience with augmented reality and virtual reality (AR/VR). The students have embraced the technology transformation seamlessly and always think out of the box with entrepreneurial ambitions.

New Horizon College of Engineering is located in the heart of the IT capital of India, Bangalore. The college campus is situated in the IT corridor of Bangalore surrounded by MNCs and IT giants such as Intel, Accenture, Capgemini, ARM, Symphony, Wipro, Nokia, JP Morgan, Wells Fargo and Cisco to name a few. NHCE has a scenic and serene campus that provides an environment which is conducive for personal and intellectual growth. The infrastructure acts as a facilitator for the effective delivery of the curriculum. NHCE boasts of state-of-theart facilities for its students to provide educational services of the highest quality both curricular and co-curricular to enable students integrate skills and serve the industry and society equally well at global level

In the global professional education landscape, the New Horizon College of Engineering is one of the premier technical institution in the country with two decades of legacy in pursuit of excellence. To drive the academic growth by providing the intellectual resource pool in this digital era it is imperative to have e-governance policy and e-governance initiatives to establish as one of the top institutes of eminence nationally and globally.

#### **Merits of E-Governance**

E-governance is the most vital administrative tool for the operational management of the institute. Transparency and accountability is the trademark of e-governance. E-Governance leads to all administrative and academic services, ensuring that information regarding every information of student welfare is easily available to all stakeholders apart from geographic and language barriers.

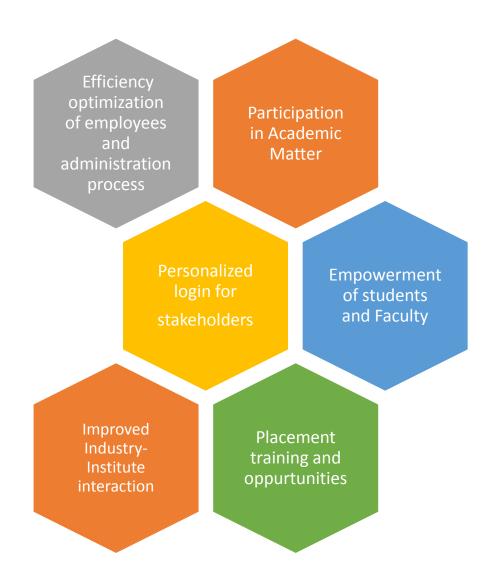


Fig.1 Benefits to stakeholders

#### **E-Governance at NHCE**

#### E-GOVERNANCE IN AREA OF ADMINISTRATION

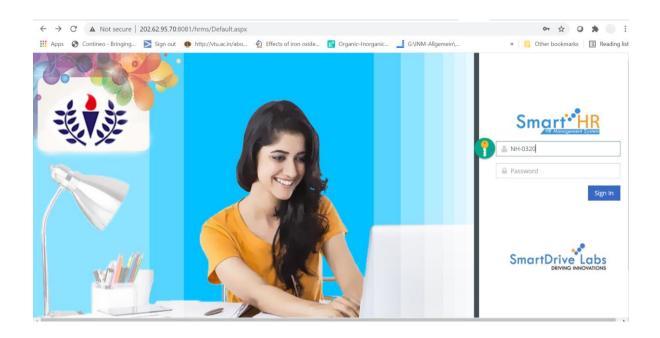
- The institution supervises all service units in the office through the ERP software.
- The Administration communicates with Governing Body members as well as the teaching and non-teaching staff through email (https://mail.newhorizonindia.edu/SOGo)

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NEW HORIZON	Username"  prashanthks@newhorizonindia.ed  prashanthks@newhori

- All important administrative information including notices is regularly published on the website.
- Attendance is captured electronically via Biometric attendance for all staff members
- Fully automated, wireless office with 24x7 internet facility
- To ensure Eco friendliness wherever possible the paper trail is avoided and electronic data capture for Stakeholders feedback, Surveys and other administrative processes is enforced via Google forms, Google Docs, WhatsApp groups etc.,
- The college campus is equipped with CCTV Cameras installed at various places of need.
- The end to end software SMART HR is used for human resources process automation facilitating seamless workflow and strategic decision management



https://sdlglobe.com/package.html



#### **E-Governance in Academic autonomy**

New Horizon College of Engineering embarking on academic autonomy uses a pioneering software platform '**Contineo**' for implementation and administration of academic autonomy. Contineo executes full academic autonomy culminating in secure, confidential, accurate, efficient and auditable examinations of both the digitized answer script and conventional paper and pen variety.

The contineo IT platform helps organizations to quickly get their autonomous processes under control and provides insightful analytics so they can focus on academic innovation and research.

#### **Benefits of implementing contineo**

- Granular tracking of academic plan
- Unified view across the lifecycle
- Exception based management
- Early warning system for key operating parameters
- Measurement of academic operating parameters
- Examinations management that is secure, confidential, accurate, efficient and auditable for both digitized and conventional paper and pen answer scripts
- Academic Statutory compliances
- Real time reporting to stakeholders

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	(Theory)	Τ1	T 2	Т 3	Elapsed	To-Mark	< 85%
	Max CIE Marks: 50	22 May - 25 May	26 Jun - 29 Jun	22 Jul - 24 Jul	13	13	0
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	ENGINEERING PHYSICS LAB (Practical) Max CIE Marks: 25	T1	T 2	Т 3	Elapsed	To-Mark	< 85%
	19PHL26	22 May - 25 May	26 Jun - 29 Jun	22 Jul - 24 Jul	4	4	0
	SEM II	Marks Pending	Marks Pending	Marks Pending	Total No. of Class	es Planned : 13	

#### **E-Governance in Finance and Accounting**

The accounts of the institution are maintained through the software and ERP Financial matters are also dealt with Indian Bank and HDFC bank module for transaction purposes.

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#### **E-Governance in Libray and Information Center**

The NHCE Library is a resource center for teaching, learning & research. Being the heart of the academic center, it is home for all the information services. It plays a proactive role in enabling access to information resources of all kind and providing innovative, responsive and effective services to meet the changing needs of the academic community.

- Online classroom
- Video Conference room
- The NHCE library provides a well-established Digital Library and Adobe Digital Center of Excellence where students can access institutional repository, electronic resources, Guest Lectures and video lectures.
- Online discussion forums
- To conduct a quiz competition to upgrade their current general knowledge in core areas
- Special lecture on plagiarism, reference tools, information search tools and techniques
- To receive an online feedback from students with regard to facilities, resources, and service. It gives an opportunity to enhance library facilities, services, and resources. Students' feedback is also taken through the suggestion box
- A erudite Library homepage is created for information dissemination.
- 24/7 Access to Electronic Resources through remote access
- Web OPAC is available for our students and faculty members to check the availability of resources and they can also login to their personal account to see which books and CDs are borrowed from the library and its due date.
- Students can make online reservation for Books through the OPAC
- The library sends an E-mail reminder to collect reserved books from the Library.
- SMS Alert through http://way2sms.com(free website) is used for sending messages to the students.
- Special Deposit Scheme Students can borrow two more books without fine under this scheme by depositing Rs.1000/- and the amount is refundable at the end of the course.
- Access to Digital repository through library website. Digital access to all internal documents.

#### **E-Governance in Examination Process**

Examination Process are handled through Contineo software, Filling of examination forms, revaluation forms, obtaining admit cards, uploading of marks etc. everything is done in online mode. The office of the controller of examinations oversees the complete process of examination under the guidance of the Controller of Examinations.

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#### Conclusion

The digital transformation and empowerment of society by large relies on the adoption of ICT and ICT enabled tools for maximum governance. This can be achieved by seamlessly integrating services across departments/verticals. Availability of services in real time from online & mobile platforms is a must. All stakeholders entitlements to be portable and available on the database. Making financial transactions electronic & cashless serve the purpose.

EXPENDITURE	Amount (Rs.)	INCOME	Amount (Rs.)
Salary & Other Allowances	365669637	Fees	851140374
Advertisement	10310979	Interest Received on SB	542376
Admission Expenses	5475770	Other Receipts	133839866
Autonomous Exam Expenses	7405925	· · · · · · · · · · · · · · · · · · ·	
Diesel & Petrol	4712647		
Charitiy Expenes	935813		
Examination Fees paid to University/Boards	9431134		
Festivals and Celebrations	9050890		
University Fees - Regn/Renewal/Etc.,	9033297		- The following a set
Membership & Subscription	1801014		and the same of a second
Merit Prizes & Momentos	1726710	And the second	a a wa ma a
Printing & Stationery	8318779	and the second	1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -
Repairs & Maintenance	54401554		
Research & Development	120000		1
Property Tax	2562400		
Building Insurance	343860		
Sports Expenses	1763611		
Management Scholarship to Meritorious students	5735500		
Global & Professional Students Training/Tour	21650034		
Students PDP & Placement & Value Plus	8986143		. The second sec
Fravelling & conveyance	1094040	and the second	
Norkshop & Conference	1691575	Anna ann an Anna an An	1
DD Interest	13685		
Other Expenses	3410994	a de la companya de la	
Depreciation	68217287	and the second second	
Excess of Income Over Expenditure	381659338		
Total	985522616	Total	985522616

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19 DR. MOHAN. S. MANGHNANI MANAGING TRUSTEE

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EXPENDITURE	Amount (Rs.)	INCOME	Amount (Rs.)
Salary & Other Allowances	356072391	Fees	806225975
Advertisement	3501767	Interest Received on SB	422190
Admission Expenses	17779784	Other Receipts	142251684
Autonomous Exam Expenses	5454057		and the second sec
Application Fee for New Horizon University	1010000		12. 12
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estivals and Celebrations	9304202		
Jniversity Fees - Regn/Renewal/Etc.,	16045721		
Membership & Subscription	1268634	and 200	an a
E - Journal Subscription	214250		
Merit Prizes & Momentos	3769462		
Printing & Stationery	5039234		an a
Repairs & Maintenance	34908445		
Research & Development	61990		
Rent	80000		
roperty Tax	2562400		
uilding Insurance	217115		
ports Expenses	758359		
anagement Scholarship to Meritorious students	9603341		
lobal & Professional Students Training	31850766		
tudents PDP & Placement & Value Plus	1117900		
ravelling & conveyance	1428952		
/orkshop & Conference	1713212		
D Interest / Term Loan Interest	10764		
ther Expenses	23886938		
epreciation	73217578	-	
xcess of Income Over Expenditure	334618678		17
Total	948899849	Total	948899849

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EXPENDITURE	Amount (Rs.)	INCOME	Amount (Rs.)
Salary & Other Allowances	341804061	Fees	766144870
Advertisement	1440601	Interest Received on SB	323883
Admission Expenses	11802938	Other Receipts	112371348
Autonomous Exam Expenses	10055343	the second s	· · · · · · · · · · · · · · · · · · ·
Diesel & Petrol	4166006		200
Charitiy Expenes	518843		12. 12
Examination Fees paid to University	13499552		)*
Festivals and Celebrations	10724774		AL AND
University Fees - Regn/Renewal/Etc.,	16218434		1
Membership & Subscription	782051	i. Star	1
E - Journal Subscription	1514670		
Merit Prizes & Momentos	1667628	à	
Printing & Stationery	3334978		
Repairs & Maintenance	52615281		
Property Tax	4466145		
Building Insurance	199305	4	
Sports Expenses	567976	· · · · · · · · · · · · · · · · · · ·	
Management Scholarship to Meritorious students	9824205		
Global & Professional Students Training	20205621		
Students PDP & Placement & Value Plus	7168562		a, i
FRANCE - NHCE Training Exchange Programme	241102		
Travelling & conveyance	1084968	•	
Workshop & Conference	2414869		
DD Interest	7415		
Other Expenses	6733593		
Depreciation	75869030		
Excess of Income Over Expenditure	279912150		
Total	878840101	Total	878840101

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XPENDITURE	Amount	INCOME	Amount (Rs.)
Salary & Other Allowances	292120180		723538585
Advertisement	2904418	Interest Received on SB	253223
Admission Expenses	11525005	Other Receipts	81947170
Autonomous Exam Expenses	3248469		and the second s
Audit Fees	230000		
Diesel & Petrol	4135209		
Charitiy Expenes	565224		
Examination Fees paid to University	12759433		
Festivals and Celebrations	14264283		Sector Sector
University Fees - Regn/Renewal/Etc.,	10468385		
Membership & Subscription	791686		a colo
E - Journal Subscription	2133040		1. 1. 11 1. 244
Merit Prizes & Momentos	1585865		
Printing & Stationery	3591118		
Repairs & Maintenance	54590266		
Property Tax	1939009		- Martin and -
Building Insurance	179875		
Sports Expenses	859731		1
Management Scholarship to Meritorious students	6172747		
Global & Professional Students Training	30930866		
Students PDP & Placement & Value Plus	846895		
Travelling & conveyance	543880		
Workshop & Conference	153922		
OD Interest	3560		
	430624		
Other Expenses	7670501	4	
Depreciation Excess of Income Over Expenditure	25914524		
Total	80573897	8 Total	80573897

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DR. MOHAN, S. MANGHNANI MANAGING TRUSTEE



EXPENDITURE	Amount (Rs.)	INCOME	Amount (Rs.)
Advertisement & Promotion Expenses	11004843	Fees	666784250
Admission Expenses	85760	Interest Received on SB	1327618
Autonomous Exam Remuneration	1005988	Other Receipts	62250540
Autonomous Status Certification Expenses	688016	Profit on sale of vehicle	175000
Audit Fees/Audit Expenses	81519		1
Diesel & Petrol	3312097		
Charitiy Expenes	1768027		- the state
Electricity Charges	8835642		
Examination Expenses & Examination fees	12537875		
Intercollegiate fests/ competition/festivals etc	7710576		14
University Fees - Regn/Renewal/Etc.,	9717745		and the second
Legal & Professional Charges	1187159		
Printing & Stationery	4815362	and the second s	
Repairs & Maintenance	32096925		A CONTRACT OF A
Salary & Other Allowances	257389374	A	
Sports Expenses	475821	and the second	
Management Scholarship to Merit students	13905070		
Membership & Subscription	878008	1	
E- Journal Subscription	2828212		
NAAC Accrediation Expenses	3069183		
Telephone charges	85545		
Travelling, conveyance	2137937		
Students Training Expenses - (G & P Stream)	19288357		3
Students Placement and Training Expenses	7061675		14
OD Interest	14907	······································	
Merit Prizes & Momentos (Gifts)	1763741		and the second second
Other Expenses	16064492		
Depreciation	74741697		1
Water Charges	4408892		
Excess of Income Over Expenditure	231576963		
Total	730537408	Total	730537408

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# MOU of ERP document - Approved by Board of Management and Policy



# INDIA NON JUDICIAL **Government of Karnataka**

# e-Stamp

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#### AGREEMENT

This agreement made on 16th day of August 2016 between the New Horizon College of Engineering, a unit of New Horizon Educational Institutions, represented by its Principal, Dr. Manjunath, having its office at , Outer Ring Road, Near Marathalli, Bangalore - 560 103, INDIA hereinafter called "NHCE" (which expression shall wherever the context so admits include its successors and assignees) of the First Part

#### AND

M/s e-Sutra Chronicles Private Limited a Company incorporated under the Companies Act, 1956 represented by its Director Smt. Aparna Mokhasi having its registered office at # 3796, 1st Floor, 13th Cross, 19th Main, Banashankari

1 of 15

#### Statutory Alert



of he verified at "www.shcilestamp.com". Any discrepancy in the details or

2nd Stage, Bangalore-560070, INDIA hereinafter called "e-Sutra" (which expression shall wherever the context so admits include its successors and permitted assignees) of the Second Part

WHEREAS NHCE is one of Karnataka's leading engineering colleges established by New Horizon Education Institutions (NHEI), a trust that manages several education institutions AND

WHEREAS NHCE has been granted autonomous status by VTU in 2015 and is in the 2nd year of operations under autonomy status. In this regard NHCE is seeking a software provider to meet its requirement for managing its core academic, OBE and autonomous functions in a seamless manner.

WHEREAS e-Sutra, established in 2007, is a pioneering IT products company, that has developed India's first and class leading Outcome based Education and Academic Platform for Autonomous colleges branded as 'contineo' - a product that is successfully operational in other leading autonomous colleges for over 5 years.

WHEREAS e-Sutra after detailed demonstration, successful pilot run and discussion with NHCE has made an offer to implement its software solution 'contineo' to suit the requirement of NHCE.

WHEREAS NHCE and e-Sutra have, in this regard, arrived at an understanding in terms of which it is agreed that in consideration of mutual promises the Parties deem it desirable and expedient to reduce the terms and conditions of their arrangement into writing and have the same duly evidenced by way of this agreement.

# NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

The parties here by understand and agree that the purpose of this arrangement is to have Scope and Purpose: a complete integrated Student Information, Internal Assessment and End Semester Examination system with administration of academics, with emphasis on OBE model of education. The detailed scope of work and various modules to be implemented, operated and supported, the commercials, terms of agreement are as stated Annexure-1 attached herewith. e-Sutra hereby agrees and confirm that it is offering it's IT platform 'contineo' as a software-as-aservice or rental model to NHCE and will provide

- 1. To implement all the modules listed in Annexure-1 in a timeframe as mutually agreed by both parties
- 2. All required training to NHCE users.
- 3. Automatic product improvement upgrades

#### Service Levels

1. To deploy adequate professional staff in the premises of NHCE during the period of implementation and thereafter to ensure proper implementation

2. To resolve any defect or bugs in the software reported by NHCE from time to time with-in a reasonable period.

3. While e-Sutra incorporates best practices for implementation of academic autonomy and covers all relevant processes through automation, it may be occasionally necessary to modify and carry out minor, reasonable changes to existing features in the software for NHCE business critical needs. e-Sutra shall, as a part of this contract, in good faith absorb the cost of such minor business critical change requests to existing features.

For any extension of existing features requiring to meet the requirement of NHCE will be carried out at no extra cost for efforts up to 75 person hours per year. For customization exceeding the 75 person hours per year limit, will be charged extra.

For any new NHCE specific custom feature development will be charged extra on a case by case basis.

a. The parties here by agree to adhere to the following process for all customization and modification: (i) NHCE will document the change / modification required. (ii) e-Sutra and NHCE will together arrive at a suitable schedule and timeline for delivery and deployment. (iii) An over-run of 20% on the timeline is permitted beyond which it will be escalated to the steering committee comprising both parties for resolution.

4. It is the responsibility of e-Sutra to ensure that the application deployed is as per the requirements and functionality as agreed between NHCE and e-Sutra. The software will be adequately tested and all critical bugs are fixed before deployment in the production environment. The following is the response time for bugs reported by NHCE

Severity of Bug	Reporting of Issue by NHCE	Time schedule to e-Sutra to respond with plan and timeline to resolve issue
Critical – Show stopper	Phone call to e-Sutra designated number AND logging of issue on the designated trouble ticket system	Within 8 (working) hours of the reporting of the bug by NHCE
Major	Phone call to e-Sutra designated number AND logging of Issue on the designated trouble ticket system	Within 12 (working) hours of the reporting of the bug by NHCE
Minor	Phone call to e-Sutra designated number AND Logging of issue on the designated trouble ticket system	Within 48 (working) hours of the reporting of the bug by NHCE

Working hours for the scope of this agreement are defined as 9:00AM to 6:00PM, Monday through Friday, and excludes the days listed as holidays on NHCE academic calendar and e-Sutra holiday list.

5. UPTIME & CREDIT POLICY: It is the responsibility of e-Sutra to ensure adequate uptime of the software. In case there is a continuous failure of business critical parts of the software for a period exceeding time stated in para (i) above the following remedy is proposed.

Anon

For the first occurrence in a fiscal year: NHCE will receive a credit of Rs.1000/-

For every subsequent occurrence within the same fiscal year: Rs.2000 per occurrence

The total number of credits in any fiscal year is capped at 3% of total annual billing in that year.

## Credit Exceptions:

The above credits will not be allowed under any of the following circumstances

Downtime caused as a result of NHCE exceeding system capacity;

Downtime due to viruses;

Downtime due to NHCE failure to adhere to e-Sutra change Management process and procedures;

Downtime due to the acts or omissions of NHCE, its employees, agents, third party contractors or vendors, or anyone gaining access to Vendor's network or to the NHCE's Web site at the request of NHCE;

Downtime caused by Acts of God or natural disasters;

Any event or condition not wholly within the control of Vendor;

The negligence or willful misconduct of NHCE or others authorized by NHCE to use the Services provided by Vendor;

Any failure of any component for which e-Sutra is not responsible, including but not limited to all NHCE -provided or NHCE -managed electrical power sources, networking equipment, computer hardware, computer software or web site content;

Any failure of NHCE-provided local access facilities;

Any scheduled or emergency maintenance up to an accumulated total of 24 hours per month;

Any failures that cannot be corrected because NHCE is inaccessible.

#### Responsibilities

#### 1. Key Personnel

It is hereby agreed that key personnel for monitoring and implementing the activities under this agreement is Dr. Manjunatha, Principal from NHCE and Smt Shailaja Desai, Program Manager from e-Sutra. The said Key Personnel shall be responsible for implementing the Agreement and also to ensure that all the provision and requirements of this agreement are adhered. NHCE here by agrees to provide the information and data as specified by e-Sutra.

e-Sutra and NHCE shall both assign a SPOC (Single point of contact) for managing all operational aspects of the engagement with NHCE

#### 2. Software requirement

It is confirmed by e-Sutra that NHCE is not required to procure any software and 'contineo', and its extendable capabilities comes with all required software and no additional licenses of databases etc., are required. 'contineo' is accessed through browsers on the client machines. 'contineo' supports all current versions of Google Chrome and Mozilla Firefox. It is also assured by e-Sutra that future development and additions to software are done by using open source and NHCE shall not need to procure additional software.

#### 3. Hardware requirement

It is agreed that the NHCE shall provide all the required connectivity (both internet & intranet), hardware like servers, workstations and other associated hardware for setup, testing and implementation of 'contineo'. The detailed specification of servers and connectivity to be provide are as specified by e-Sutra. The custodial responsibility of the servers will be with e-Sutra. However, server repair and maintenance, SLAs for uptime and cost related to hardware is not the responsibility of e-Sutra. E-Sutra will be the user of the hardware and will take ownership for 'contineo' application running on it. E-Sutra shall have exclusive super-admin rights to the server on which 'contineo' resides.

#### 4. Server and Backup Infrastructure

Typically one server each for academics sub-system and and separate server of same configuration for examinations

Server config - XEON with 2 x 8 cores, 48 GB RAM, Hardware RAID 1-0, 1 TB HDD - one each for For Academic Execution and examinations Sub-System 12 TB NAS for backup

# 5. Hosting and connectivity infrastructure

The internet hosting infrastructure and connectivity required to for student portal, is also excluded from the price and shall be provided by NHCE. NHCE shall also provide a adequate internet connectivity for the server for the e-Sutra team to access the NHCE Student information system server implementation from their office for maintenance purposes. Security of connection will be ensured through implementation of VPN over the internet.

#### 6. Onsite Visit

For use during onsite visits of e-Sutra engineers to NHCE, NHCE shall provide a dedicated desktop system on the same internal network as 'contineo', and dedicated phone with an extension number

7. Pricing Arrangements: It is agreed that NHCE to use the service offered by e-Sutra as software service and to compensate e-Sutra on rental model, the details are provided in table below.

SI	Item - contineo Autonomous Edition	Cost for SaaS Model
1	Annual usage fee for Current Academic Year 2016-17	Rs.365/- per user* per year
	Annual usage fee for the Academic Year 2017-18 onwards	Rs.375/- per user* per year
di n	Setup fee - One time	Waived Off
	New features and modules released as part of product line and improvement upgrades released to current version of product	Included in above
	Minor Customization / modification of existing features that is business critical	Included in above, after approval by change control board
	For extension of existing features as per NHCE business critical requirement	75 person hours of annual effort is included. For efforts exceeding 75 person hours per year, will be charged extra based on estimate.
	New feature development custom specific to NHCE	Charged extra on case to case basis
	User Training fee ( Train the trainer model)	Included in above.
	Import of Historical examination Data	Included in above

SI	Item - contineo Autonomous Edition	Cost for SaaS Model
	Hardware, connectivity, hosting, access devices for user as detailed in responsibilities section above.	To be provided by NHCE
	Support Phone support 9 AM to 5 PM: Monday to Friday and all working days	Unlimited On-call phone support included. Onsite visit to NHCE as required by NHCE
	Support personnel at campus site on need basis (for critical events and major support purposes). Remote support over VPN	Arthur Courses and a course of
	Travels charge for support personnel	Included in above
?	Annual Usage fee increment from year 3 onwards (2019-2020)	4% on previous year rate
	SMS charges	SMS pack to be provided by NHCE else 30 paise per local SMS and Rs.7 for international
	Government taxes - Service Tax	The above prices are exclusive of all taxes. Clarification issued by Revenue Department (Circular No. 172/7/2013 – ST, F.No. B1/14/20143/TRU) indicates that service tax may not applicable for the proposed service. In any case, the taxes, if payable by law shall be borne by NHCE.

a. The users\* for the purpose of billing is the peak number of students in an academic year whose academic activities (whose admission, attendance, internal assessment, results etc are processed in the system) are being executed on 'contineo'. As a special case we shall waive off the charges for all the staff of NHCE who will need a log in to use 'contineo'.

b. It is agreed that the said fee shall be paid on a quarterly basis in advance for that quarter , i.e. an invoice raised in April for the quarter April-May-June

c. NHCE shall pay the invoiced dues within 7 days of receipt of the invoice.

#### 8. Tenure and Termination of the Agreement

This agreement shall be effective from the date of its signing by both the Parties and the agreement shall be valid for a period of 36 months.

It is agreed that after a period of 24 months, either party may extend or terminate this agreement by giving three months' notice in advance in writing to other Party. On termination of this agreement, NHCE shall have the complete and exclusive rights on all the data stored in the system and NHCE shall not have any right on the 'contineo' software platform.

In the event of termination e-Sutra shall agree to extend proper handholding to the new service provider identified by NHCE

It is agreed that NHCE is the owner and custodian of all the data updated and stored in the System. e-Sutra will have no right or lien on the data at any stage and it is hereby agree that it will not share any data or information with any third party without the approval of NHCE.

9. Intellectual Property: e-Sutra owns all right, title and interest in all Intellectual Property of the software platform 'contineo' that will be deployed for use by NHCE. During the contract period, NHCE shall have the non-exclusive right to use it for the number of users for which it is being billed. Upon completion of the term of this contract or upon termination, NHCE shall not have any usage or any other rights on the intellectual property of 'contineo' and e-Sutra shall not have ownership of any data generated on 'contineo'.

10. Source Code Escrow: e-Sutra hereby agree that the source code shall be kept in an escrow with a mutually agreed institution like a bank. The escrow shall come into effect if the e-Sutra becomes insolvent, makes a general assignment for the benefits of creditors, files a voluntary petition for bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceedings under any bankruptcy or insolvency law, whether domestic or foreign, or is wound up or liquidated its business voluntarily or otherwise.

11. Warranties and Indemnity: e-Sutra warrants that 'contineo' and its extendible capacitates software will conform to all substantial operational features as listed in the section Annexure 1 when implemented and set up completely. Notwithstanding anything to the contrary contained herein, except as in the immediately preceding paragraph, neither party will be liable for any person claiming rights (derived from the other party's rights) indirect, consequential, special, punitive or exemplary damages of any lost revenues or profits, loss of business or loss of data arising out of (including without limitation as a result of any breach of any warranty, of this agreement), regardless of whether the party liable for allegedly advised, had other reason to know, or in-fact knew of the possibility where e-sutra's maximum liability arising out of or relating to the transaction subject matter of this agreement, regardless of the cause of action, contract, tort, breach of warranty or otherwise, will not exceed the amount paid by NHCE to e-sutra in a year. Notwithstanding anything to the contrary contained herein, NHCE's use of the 'contineo' and its extendible capacitates application is subject to the Terms of Use and Privacy Policy available from application homepage. By agreeing hereof NHCE hereby agrees to abide by such Terms of Use & Privacy Policy, as they may be revised from time to time.

12. Confidentiality: Each Party (NHCE and e-Sutra) agree and undertake to keep confidential and not to disclose the contents of this Agreement, NHCE data and information on 'contineo' or any details of 'contineo' software platform to any third party without prior written permission. Each party shall ensure that its relevant employees, agents and any other person to whom the information is disclosed are aware of the confidentiality of the information and the provisions of this clause. Any breach by its employee, agent or such other person will constitute a breach by the Receiving Party. However, the provisions of this clause shall have no effect in respect of information required to be disclosed pursuant to any relevant law, regulation or court order issued by a court of competent jurisdiction.

13. Force Majeure: The Parties shall not be held responsible for non-fulfillment of their respective obligations in successful completion of the requirement under this Agreement due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquakes, Strikes not confined to the premises

of the party, Lockouts beyond the control of the party claiming force majeure, Epidemics, Riots, Civil Commotions etc. lying beyond the reasonable control of and not brought about at the instance of the Party claiming to be affected by such event and which has caused the non-performance or delay in performance; provided on the occurrence and cessation of any such event the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action on the Agreement.

14. Severability: If any provision of this Agreement will be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

15. Amendments to the Agreement: No amendment or modification of this Agreement shall be valid unless the same is made in writing by all the parties or their authorized representatives and specifically stating the same to be an amendment of this Agreement. The modifications / changes shall be effective from the date on which they are made / executed unless otherwise agreed to.

16. Assignments : The rights or/and liabilities arising to any party under this agreement shall not be assigned except with the written consent of all the other party and subject to such terms and conditions as may be agreed upon between the involved parties.

17. Notices and Jurisdiction: All notices and other communications required to be served on a party including for violation of the terms of this Agreement shall be considered to be duly served if the same shall have been delivered by hand or posted by registered mail to the key personal of the respective party at its address mentioned above.

18. Non Competition and Non Hire: Parties agree not to compete with the other party by using any of the other party's intellectual property and/or confidential information, whether the Agreement exists or not. Both parties shall also not hire from the other organisation for a period of 24 months after termination of this contract

19. No Joint Venture: Nothing contained in this Agreement will be construed as creating a joint venture, agency, partnership or employment relationship between the parties hereto, nor will either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of any other party/ies.

20. Arbitration: In the event of any dispute or difference between the Parties hereto upon or in relation to or in connection with this Agreement, such dispute or difference shall be resolved amicably by mutual consultation. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration. The Arbitration and Conciliation Act, 1996 (No. 26 of 1996) shall be applicable to the arbitration under this clause.

21. Governing Law: This Agreement shall be governed and interpreted in accordance with the laws of India.

22. Jurisdiction: The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Bangalore.

23. Publication: NHCE will be permitted to list e-Sutra as the software provider in it's promotional materials including website. e-Sutra will be permitted to list NHCE as a customer in it's promotional materials including website. No public announcement of the contents of this Agreement and the outcomes various activities under this Agreement shall be made by any of the Parties, except with the prior written approval of the other Party unless such Party is required to make a disclosure by statutory requirement of law. If required to be made, the text of the public announcement shall be mutually agreed between the Parties. The Parties agree to act towards each other with the utmost good faith. Any publication in journals, presentation in seminars in respect of the outcome of activities under this Agreement is prohibited until such publication/presentation is first reviewed by both the parties.

24. Indemnification: The Parties agrees to indemnify and hold harmless each other, its directors, officers, employees, and agents, successors, and assigns, from all damages, costs, expenses and liabilities, including reasonable legal costs and disbursements, sustained and arising in connection with the breach of performance of the respective obligations and duties of the Parties under this Agreement.

IN WITNESS WHEREOF the parties hereto through its duly authorized representatives have signed this Agreement on the day, month and year mentioned hereinbefore.

For and on behalf of New Horizon College of Engineering, Bangalore	For and on behalf of e-Sutra M/s e-Sutra Chronicles Private Limited, Bangalore
Name: DY. MANJUNATHA	Name: Apama . 5. mokhan.
Designation: PRINCIPAL	Designation: Divertor.
Signature with Seal Principal New Horizon College of Engineerin Bangalore	Signature with Sent Chronicles Pvt. Ltd
Witnesses 1 MALATAI	Witnesses 2 Raghavenden Derhhande
Name: MALADY, M	Name: Raghewender Deetfeinde. Address: E-sytva chronicles Put the.
Address: OHCE, Pilore.	Address: E-sytva chronicles Put the
Signature	Signature

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#### Annexure-1

# 'contineo' Features List

(The 'contineo' feature list is current and may be subject to change)

contineo's Key Modules & Features provide FULL SUPPORT for

Regular (Odd & Even Semesters)

Supplementary / Summer / Fast Track Semesters

SI	contineo's Key Modules & Academic Processes	contineo's Sub Modules & Features
		istration & Delivery
1	Student Admission & Document Store	Category Classification
	Second Second	Student Admission Data Capture
10.01		Accreditation Requirements
	Bunanum	Student Document Store
	Admission Approval & Confirmation	Admission Review & Approval
		Admission Confirmation Letter
2	A Real Providence of the second second	Admission Confirmation SMS
1.01	Student Admission Photo, ID & USN	Student Photo Capture
-		Student USN Generation
		Student ID Card Generation
	Choice based Course Registration	L-T-P-SS Choice Course Credit System
		Student Course Registration by Department
1		Student Course Registration - Self Service by Student

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ļ	Contineo's Key Modules & Academic Processes	conuneo's Sub Modules & Features
	Academic Staff Profile & Assignment	Academic Staff Profile
		Academic Staff R&D Activities
	The second of the second	Assignment of Teacher
	Academic Planning & Calendar	Academic Calendar of Events
	State of States and States and States and	Rolling Time Table
	North Contraction States	Student & Course Credit Review & Monitor
	Academic Delivery & Progress Review	LDPR Tracking & Monitoring
	And the second s	Attendance
		Workflow based Attendance modification
		Internal Assessment OBE Based
		Workflow based Internal Assessment modification
	Feedback	Student Feedback of Teachers
	The second	Student Feedback on Courses
		Institution Level Feedback Report & Analysis
	Student's 360 Degree View	Complete Profile
		Academic Performance
		Fees (If available)
ł		Counseling Notes
	Student Proctoring & Counseling	Student Counseling
		Counseling notes on parent portal
and the second	A CONTRACTOR OF	Counseling Progress Monitoring & Tracking

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	contineo's Key Modules & Academic Processes	contineo's Sub Modules & Features	
	PROPERTY PROPERTY AND	Counseling Follow up & Monitoring	
	Student & Parent Communication	Letter to Parents	
	And the stand of the second	Communication via E-mail and SMS	
	The second second	Student & Parent Portal	
	Internal Assessments (OBE Compliant - option)	Internal Assignment Paper template	
	when the second the second is the second second	Mapping to Blooms (User defined Levels) and CLO	
Law Chi	Contraction of the second second second	Capture of IA marks at smallest unit level	
		Comprehensive Internal Assessment OBE Attainment Reports and Analysis - Multi level	
		Student level attainment analysis	
		Course level attainment analysis	
	Semester End Finalization (Prior to Examination)	Course Withdrawal	
		Finalize Attendance & Internal Assessment by Lecture	
		Approval by Head of Departments	
		Final Approval by Dean / Principal	
		Synchronization to Examination System	
	Semester End Examination		
	Question Paper & OBE Map	Question Paper Mapping to OBE, Blooms level	
	and the second	Upload QP sets along with evaluation scheme	
	and the second second	Scrutiny, choice	
	the second s	Apply pattern, QP and evaluation scheme to live exam	
	Exam Planning & Rules	Configuring of Examination Rules	

SI	contineo's Key Modules & Academic Processes	contineo's Sub Modules & Features
	Seating Logistics	Seating Arrangement for Exams
	annan anns anns anna bhliaisealte	Configure Seating Rules
		Generate & Allocation of Seats for Students
	the second second second second second	Generate all essential paperwork for seating
	and the second se	Number of QP required/distribute in a room
	Examination Schedule	Exam Schedule Generation
T	Eligibility & Hall Ticket	Eligibility & Hall Ticket Generation
T	and the basis file a sector while when	Review of Eligibility List
F	ELTYP R John Provention	Printing of Hall Tickets
	Examination Logistics	Exam Logistics
	The second s	Printing of Form A & B
		Question Paper & Blank Answer Scripts - Quantity
1	The second state of the second	Exam Attendance - Form B entry
	Encoding & Packetization of Answer Scripts	Encoding
	The second s	Bar coding
T		Packetization
T	Evaluation of "Paper & Pen" Answer scripts	Evaluation Management
F	The second second second second	Allocation of Evaluators & Moderators
T		Configuring Evaluation & Moderation rules
T	and the second s	Digital Entry of Marks
-	The second se	Workflow based Allocation & Tracking

	Dracasses	contineo's Sub Modules & Features
SI	contineo's Key Modules & Academic Processes Examination Results Processing	Application of Grace Marks Rules if any
		Processing of Results, CGPA, SGPA, Credits Earned
		Tracking of MPC and TAL Cases
	and a state of the second	Student Backlog Tracking
	to reason and there are the second the second s	Certificates
	The state of the s	
	Publishing of Exam Results	Publishing - Notice Boards
	Contenting Production	Student & Parent Communication
	No. Sector Designed and the sector of	Results Notification via E-mail and SMS
	sender in the set of the	e-Results Portal
	Post Semester End Exa	amination & OBE Analysis
	Post Examination	Re-Evaluation, Make Up Exams
-	Convocation & Graduation	PDC, Graduation, Reports, Analytics
	Accreditation & OBE Analysis	OBE Measurement & Analysis
	The second second second	Accreditation & Regulatory Reports
	Data Migrat	tion & Security
	Historical Data Migration	History
		Data Migration (Examinations)
	and the second sec	Validation of Data Migrated
	Security, Backup & Archival	Security, Backup & Archival
	State of the second	Set up, Administration & User Privileges
	and a grant a grant and a boots .	Design for Data Security

SI	contineo's Key Modules & Academic Processes	contineo's Sub Modules & Features
24-20		Backup
		Remote Access
	New features/functionality rele	ased in 2017 available to NHCE
	Mobile Applications	Student mobile app with 360 view
		Parent mobile app with student performance
		Staff app: entry of student attendance (available in 2017)
	Lesson / Content Storage & Retrieval	Category Classification
		Upload Lesson Notes
		Download Lesson Notes
		Share Lesson Notes with Students