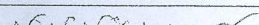


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EXAMINATION CONDUCT RULES & REGULATIONS (ECRR)

1. SHORT TITLE :

- 1.1 These Rules shall be called the Examination Conduct Rules & Regulations of Mody Institute of Technology & Science (Deemed University u/s 3 of UGC act 1956 - hereinafter referred to as MITS UNIVERSITY.
- 1.2 These rules & regulations shall be read in conjunction with the existing Ordinances of Undergraduate, Postgraduate and Ph.D Programmes of the University.
- 1.3 These rules & regulations are subject to alteration/modification/review at the exclusive discretion of the Senate of the University, either in part or whole, at anytime hereafter. Such amendments, alterations, modifications, additions, deletions, if any, shall be binding from the date of their notification issued by the Registrar.

2. APPLICABILITY:

These rules & regulations shall come into force with effect from such date as the Senate/Board may approve it.

3. OBJECTIVES:

- 3.1 Mody Institute of Technology & Science (Deemed University) is one of the premier institutes in Rajasthan exclusively for women, committed to excellence in education and hence its main objectives are:-
 - 3.1.1 To conduct examinations timely and efficiently with strict supervision without allowing any malpractice at any level or at any stage.
 - 3.1.2 To declare result of examinations timely with the highest regard to quality in the entire process of examination system.
 - 3.1.3 To offer the best services to the students, teachers and society at large with aiming at improving the quality of education.
 - 3.1.4 To maintain transparency in Examination System.

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4. EXAMINATIONS:

- 4.1 End Term Examination: End Term Examination shall be held at the end of each semester and will cover the entire course of the syllabus as laid down for that semester.
- 4.2 Mid Term Examination: Mid Term Examinations shall be conducted during the semester. Each Mid Term Examination will cover only the portion of syllabus taught up to that period.
- 4.3 Practical Examinations: The Practical Examinations shall be conducted as per the syllabi for various courses, according to the dates /schedule notified by the Controller of Examination in consultation with respective Dean.

In addition to, Lab Practicals, tutorials ,Viva-Voce, Project Report evaluation, Thesis/Dissertation evaluation, Case Study, Assignments, Seminar, Quizzes, Supplementary exam etc. form different components of above End Term, Mid Term and Practical examinations .

5. DATE OF EXAMINATIONS: The dates of all the examinations shall be as per the University /Institute Academic Calendar and or as notified by the Controller of Examination from time to time.

6. EXAMINATION PROCESS:

In order that the examinations are conducted in an efficient, strict and transparent manner, the system must have its requisite components in place, i.e. paper setting with utmost regard to secrecy, correctness and confidentiality; the physical conduct of the examination with due supervision and invigilation, a fair and an efficient evaluation system and finally the dissemination of results and record keeping of grades in a timely and factually correct manner. For this purpose the Examination Committee and the Controller of Examinations shall function as under:-

7. CENTRAL EXAMINATION COMMITTEE:

- 7.1 The Central Examination Committee shall consist of the following members;

Vice Chancellor or his nominee	Chairman
Dean of all Faculties	Member
Registrar	Member
Controller of Examination	Member Secretary

- 7.1.1 The Committee shall report to the Vice Chancellor for its functioning.
- 7.1.2 The Committee shall meet from time to time but at least twice a year and/or as decided by the Chairman and notified by the COE.
- 7.1.3 The minutes of the meeting shall be prepared and circulated by the COE after approval of the Chairman.
- 7.1.4 The Chairman may also invite any other person as a Special Invitee.

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7.2 Responsibilities of the Examination Committee:

- 7.2.1 Oversee the affairs of the Examinations.
- 7.2.2 Take all decisions with regard to the Examination System.
- 7.2.3 Frame rules & regulations for the examinations
- 7.2.4 Suggest to the COE from time to time /as and when required.
- 7.2.5 Take up any other matter related to Examinations.

CONTROLLER OF EXAMINATION (COE)

8.1 Role of COE:

The Controller of Examinations (COE) shall be the overall In-charge for planning and administering of an Examination System and shall work without any influence or pressure of any Person/Officer, Department and/or Agencies whether internal or external.

He will be responsible, for conducting timely examinations in a disciplined, efficient and transparent manner and shall issue guidelines/procedures for improvement of examination system from time to time.

He will issue/sign all the documents, notifications, letters, circulars related to examinations.

He will also be responsible for all arrangements with the conduct of examinations, arrangement of answer books, question papers, evaluation, declaration of results and act as the custodian of examination records.

The COE will report to the Vice Chancellor and will work in close coordination with the Registrar.

In absence of the Controller of Examination, the Dy. Controller of Examination shall be In Charge.

CONDUCT OF EXAMINATIONS AND PROCEDURES:

All the examinations of Mody Institute of Technology & Science -MITS UNIVERSITY shall be conducted and controlled by the Controller of Examinations according to Ordinances and Scheme of Syllabus for various programmes.

9.1 Schedule of Examinations: In consultation with respective Dean the Controller of Examinations shall issue the notification of examinations, in accordance with the Academic Calendar for all Faculties well in time.

9.2 Eligibility Criteria:

No candidate shall be eligible for appearing at an examination unless she;

- (a) Has been registered in the said course as a student in accordance with the existing rules of MITS.
- (b) Fulfills the minimum academic requirements for appearing to an examination.
- (c) Fulfills the Attendance Rules as prescribed by MITS and is not debarred from

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examinations under any Rule of discipline of MITS.

(d) Is not debarred from the Examinations under any Legal/ Court proceedings.

9.3 Admit Cards:

9.3.1 A candidate must produce her Admit Card whenever required by the invigilator/examination staff. No candidate shall be permitted to enter the Examination Hall without the Admit Card.

9.3.2 Misrepresentation or suppression of information :

If it is detected that the candidate has, furnished false information or misrepresented /suppressed any information required in Registration Form / Exam Form, her result shall be withheld and deposited fees shall be forfeited, apart from initiation of disciplinary proceedings against the candidate.

9.4 Printing of Answer Books:

The answer books shall be arranged by the office of the COE as per requirements and account of which shall be maintained.

The answer books shall be issued by the office of COE to Examination centres on their requirement

9.5 Format of Answer Books:

The format of answer books for theory and practical examinations for the purpose of maintaining secrecy, shall be decided by the CoE with approval of the Central Exam Committee.

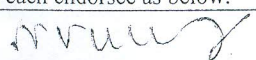
9.6 Account of Used and Blank Answer Books:

The Controller of Exam shall maintain proper record of answer books procured and issued to the Examination Centres/In charge.

The Exam In Charge of Faculty shall also maintain record of used and blank answer books received from the office of the COE.

9.7 Display of Examination Dates/Schedule:

In consultation with respective Dean the COE shall issue and display the Examination Schedule for various examinations at least 10 days prior to End Term Exam & 7 days prior to Mid Term Exam, on the Examination Notice Board/ MITS Website for the information of all concerned.

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9.8 Deputation of examination Superintendent /Invigilators and Flying Squad/Observer :

9.8.1 Examination Superintendent:

For End Term exam, In consultation with respective Dean the COE shall appoint one faculty member (not below rank of Associate Professor) from any Department, preferably in rotation as Examination Superintendent for a specified period or a particular examination. At least 3 days before the commencement of examinations, the Examination Superintendent shall be provided with a Superintendent' s Packet containing Book of Instructions, Invigilation guidelines, Roll No. of candidates appearing in the examinations along with their attendance chart, and all other examination materials by the office the COE .

No Superintendent shall be deputed for Mid Term and Practical Examinations. The Mid Term & Practical Examinations shall be conducted by the Exam In Charge of Faculty with the help of HODs and faculty members in consultation with Dean.

For duties & responsibilities of Superintendent: refer to Annexure I

9.8.2 Invigilators and Supervisory staff:

Required number of Invigilators and other Supervisory staff shall be provided by the Dean for smooth conduct of examinations.

Once the names have been received from the Dean' s office, the Exam In Charge/Superintendent shall issue the duty chart of Invigilators and supervisory staff, allotting their respective examination duties.

For duties & responsibilities of Invigilators: refer to Annexure II.

9.8.3 Observer / Flying Squad:

The COE may appoint Observer or Flying Squad. The Observer/ Flying Squad may be internal / external or both.

The Observer / Flying Squad shall be provided with schedule of examinations and shall choose the day /time for their random visits of the examination centres.

The Observer /Flying Squad shall submit their written report of the visit in the prescribed format provided by the COE. The Flying Squad /Observer may be paid a suitable honorarium

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as decided by the Examination Committee from time to time.

9.9 Provision for Writer:

In case of major sickness/ disability of the candidate due to which she can not write her own paper, the candidate may apply, to the Dean along with a Medical certificate issued by the Doctor of MITS or a Senior Doctor from the Govt. Hospital to allow her a Writer to write the papers on her behalf. The Dean and CoE after examining the case, and if satisfied may grant permission for the same. The Dean and COE will ensure that the Writer does not have any knowledge of that subject/ paper and shall be a junior student.

9.10 Display of Seating plan and instructions :

The Superintendent /Exam In Charge shall display on the Examination Notice Board the Seating Plan at least one day before the commencement of the examination.

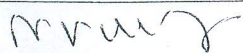
The Examinations shall be conducted on the scheduled date/ time as notified by the COE. In case of unavoidable circumstances, if any examination is postponed/ rescheduled, the candidate shall be notified of the same by COE on the Examination Notice Board and MITS website. No individual information shall be sent to candidates.

9.11 Daily Examination Report:

The Superintendent/ Exam In charge shall send a daily report of examinations in the prescribed format to the COE.

10. DISCIPLINE

- Candidates shall maintain absolute discipline in the examination hall. If a candidate disobeys the instructions of the invigilator(s) or misbehaves in any manner, she can be expelled from the examination.
- If a candidate acts in a violent manner or uses force or makes a display of force towards any invigilator or any other staff/person at the Examination Center or acts in a manner likely to hinder the authorities in discharging their duties, the Examination Superintendent may expel the candidate from the examination.
- If a candidate brings any dangerous weapon at the examination center, she can be expelled from the examination and disciplinary action can be initiated against her.

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iv. Candidate expelled on any of the grounds mentioned above may not be allowed to appear in the subsequent papers based on the reasons for expulsion.

v. All disciplinary matters /Unfair Means Cases shall be forwarded to the Chairman Unfair means Standing Committee by COE.

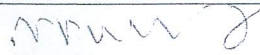
11. Prohibited areas during the examinations

- No unauthorized person /staff will be allowed to enter the Examination Hall/Centre during the examination time.
- The Superintendent /Exam Incharge shall identify the prohibited area by visible signs.
- The Security staff and other persons posted on examination duty shall prevent unauthorized persons from entering the prohibited area.
- Electronic devices, I pod, Programmable Calculators or any objectionable item /notes, printed or written material etc. shall not be permitted to be carried inside the examination hall. In case any of the above are found in possession of a candidate, action as per UMC procedure would be taken.
- The Candidates must maintain silence in the examination hall and not stand/walk outside the examination halls or corridors during the examination hours.

12. Unfair Means - Rules & Regulations:

12.1 The following will constitute the use of Unfair means:-

- Any candidate found having in her possession or accessible to him/her or nearby her, any papers, books or notes, pen drives, electronic devices, written or printed matter or any kind of unauthorized material.
- Writing during the examination hours on any paper other than the answer-book, any portion of the question paper, or anywhere, answers related to any question.
- Talking to another candidate or to any person other than the members of the Examination Staff/Invigilators, in the Examination Hall.
- Consulting notes/books inside the Examination Hall.
- Copying from some book or notes or from the answer of some other candidate or helping another candidate.
- Receiving or giving help from/ to another candidate during the examination/ including receiving/ sending SMS or any electronic messaging.
- Disclosing her identity deliberately or making any distinctive mark in his/her answer

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book for that purpose or making an appeal to the Examiner through the answer book or using abusive language on the answer-book; communicating or attempting to communicate directly or indirectly through a person, relative, guardian or friend to the Invigilator/Examination Supdt. or any other official with the object of influencing them.

- viii. Found guilty of disobey or swallowing/destroying any notes, paper etc. found with her deliberately.
- ix. Found guilty of misconduct / misbehave with Superintendent/Invigilators
- x. Failure of handing over her answer-book to the Invigilator or taking away her own answer book, walks out of the examination hall or in any other manner whatsoever.
- xi. Found guilty of destroying the evidence of UMC.
- xii. Found guilty of destroying any Property of the University/Institute.

12.2 Procedure for award of the punishment under Unfair means cases:

1. The CoE shall forward all the Unfairmeans cases to the Chairman UMC standing committee
 - i) The COE shall send a **Notice of Hearing** to the candidate found guilty of malpractice/ using unfair means, asking her to appear personally before the UMC Standing Committee on a fixed date, time and place as advised by the Chairman.
 - ii) The COE shall place the Unfair means case (s) before the UMC Standing Committee on the date of hearing for decision as per the relevant clauses of the Examination Conduct Rules. The Standing Committee shall adduce all evidence and decide on the action to be taken against the candidate.
 - iii) In case the candidate does not appear before the Standing Committee on the date and time of hearing as mentioned in the Notice, the case will be disposed off after due consideration of facts of the case, available evidence and records, without any further chance provided.
 - iv) Recommendation of the Standing Committee /Award of punishment shall be forwarded to the Registrar by CoE. The Registrar shall notify the candidate with copy to the Vice Chancellor and all concerned.

12.3 Award of punishment /Quantum of Punishment :

- i. If a candidate is found guilty of using Unfair means/Cheating in examination or found with her incriminating material, papers, or objectionable materials then the result of that

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paper may be cancelled, or

- ii. If a candidate is found guilty of attempting to use unfair means at an examination, the Standing Committee may recommend for deduction of a certain percent of marks from her result, according to the nature of the offence, or
- iii. If it is found/discovered that the candidate was in any manner guilty of serious misconduct in connection with her examination and /or was instrumental in or has abetted the tampering of Institute records including the answer books, mark-sheets, result chart, degree, diplomas etc., the Committee may cancel all the papers of that semester of a candidate.
- iv. If a candidate has suppressed information of misrepresented information to fraudulently sit/appear in an examination, the Standing Committee may cancel all the papers of that semester of a candidate and/or debar her from appearing in any examination or for the entire semester or programme or cancel/withhold the Degree.
- v. If the guilt of candidate is not proved on personal hearing or on the basis of proof / evidences and statements attached / presented with the UMC form, the Standing Committee may simply give a warning to the candidate and the case shall be disposed off.
- vi. In case of difference of opinion of the members of Standing Committee, the findings/decision of the Vice Chancellor shall be final.

12.4 Unfair Means Standing Committee

All Unfair means cases shall be reported to the Chairman Unfair Means Standing Committee by the COE in writing for suitable action, in a time bound manner, as per prescribed procedure in Para 10.3 above.

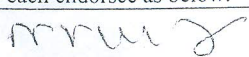
12.5 Unfair Means Appellant Committee:

If a candidate is not satisfied with the decision of the Unfair means Standing Committee, she may approach to the Appellant Committee. The appeal shall be considered only in light of any new material/ evidence provided by the candidate.

A candidate may appeal in writing to the Appeal Committee within three days of issue of Notification of punishment by the Unfair Means Standing Committee.

The Appeal Committee shall consist of :-

- | | | |
|------------------------|---|----------|
| 1. Vice Chancellor | - | Chairman |
| 2. Pro Vice-Chancellor | - | Member |

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The Vice Chancellor may invite any external expert / member to the above Committee.

13. QUESTION PAPER SETTING:

13.1 Paper setting procedure:

The question papers for all subjects/courses shall be set by the subject experts. The COE shall request to the Panel of Paper Setters to set the question papers well in time with full confidentiality.

The paper setter shall ensure that the paper covers the appropriate assessment objectives and criteria and subject content as set down in the syllabus. The paper setter must also ensure that the level of demand is appropriate, that, where there is a choice of questions, alternative questions make equivalent demands. The paper setter is also required to check that all instructions and advice to candidates are clear.

13.2 End Term Theory Examinations: For End Term Theory Examinations, the Question Papers shall be set by the subject experts from the panel of faculty members appointed by the Controller of Examination in consultation with the Deans.

The paper setters may be internal or external or both, depending upon the subject.

13.3 Mid Term Theory Examination: For Mid Term Theory Examination, the question papers shall be set by the concerned course coordinator/teacher in consultation with the HOD.

13.4 Practical Examinations: Mid Term & End Term Practical Examinations and Viva Voce etc shall be conducted as per the schedule notified by the Controller of Examinations at Faculty level in consultation with the Dean and HODs.

14. MODERATION OF QUESTION PAPERS:

Question papers would be moderated by the members of the Moderation Committee appointed by the COE in consultation with respective Dean. In case of difference in opinions of moderators, the decision of the COE and Dean shall be final.

Moderators shall be required to put themselves in the place of a candidate and to work through the question paper to ensure that the whole thing works as an assessment instrument.

The Moderators may suggest for further revision to the question paper and/or marking scheme.

No paper setter who has prepared the paper shall participate in moderation of his/her own question paper(s). Two sets of question papers are to be finalised by the Chairman of the

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Moderation Committee and COE will decide one paper for finalisation.

15. PRINTING AND PACKING OF QUESTION PAPERS:

After moderation, the question papers shall be handed over to the Controller of Examination.

Thereafter the Controller of Examination shall ensure for confidential planning & printing of question papers and to dispatch the sealed packets of question papers to the Centre Superintendent(s)/In Charge.

16. EVALUATION SYSTEM :

16.1 Evaluation of answer books :

Answer books shall be evaluated by the examiners on the evaluation centre and shall be returned back along with the Award List to the office of the Controller of Examination within the stipulated period as notified by the Controller of Examination. The examiners shall be appointed by the Controller of Examination from a panel of examiners approved by the Central Exam. Committee. The Examiners/Head Examiners may be internal, external or both. External Examiners may be paid an honorarium as decided by the Central Examination Committee as decided from time to time. The component of evaluation done by external examiner shall be atleast 10% of scripts of each subject.

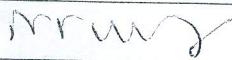
16.2 End Term Exam answer books shall be evaluated by the Examiners at the Evaluation Centre approved by the COE only.

16.3 Mid Term Exam answer books shall be evaluated departmentally at faculty level. Evaluated Answer Books of Theory, practical and any other examinations shall be returned with Award list within the specified time to CoE.

16.4 Permissible Ink for evaluation: The Examiner will be permitted to use red ink only for checking of answer books. The Head Examiner will use green ink.

16.5. Evaluated of answer books of theory , practical or any other examinations shall be returned with award list within the time limit specified by the COE.

16.6 Evaluation of Thesis/Projects Etc.: The Faculty shall forward two sets of Thesis / Projects

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the Controller of Exam for evaluation process. The Controller of Exam shall appoint Examiners and issue guidelines / Process for evaluation in consultation with Central Exam. Committee.

17. Custody of evaluated answer books:

The Controller of Examination shall keep End Term evaluated answer books in safe custody for a maximum period of **six months** only from the date of declaration of result of that particular paper/subject. There after these answer books shall be destroyed.

18. In case answer book of any candidate is lost:

A candidate whose answer book is lost after having been received by the Centre Superintendent of the examination/COE and who, but for this answer book, would have either passed examination or is likely to be placed under re appear, shall, unless she opt for re examination on a date to be fixed up by the Controller of Examination, be deemed to have obtained in that paper marks /grades equal to the average marks/grade obtained by him/her in other papers. If there is any dispute in this matter, the finding of the Controller of Examination, subject to confirmation by the Vice Chancellor, shall be final.

19. Submission of Marks/Grades:

The Marks/grades of any subject /subjects shall be submitted to the CoE and SGPA/CGPA shall be calculated by result section. The final result/grade shall be prepared by the office of the Controller of Examination.

20. DECLARATION OF RESULTS/GRADES:

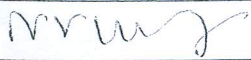
All the results shall be declared /published centrally by the Registrar on the Notice Board/MITS website.

21. RE-EVALUATION/ RECHECKING OF PAPERS:

21.1 The University shall maintain transparency to the maximum extent feasible in the evaluation system, consequently students shall be granted permission for re-evaluation/re checking of their answer books of End Term papers only.

21.2 For revaluation/re checking of answer books, students may apply along with the prescribed fees as fixed by the University from time to time, within **seven days** from the date of publication of results”

21.3 There shall be no re-evaluation in the following marks/assessment:-

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- (i) Lab / Practical examinations, tutorials
- (ii) Viva-Voce,
- (iv) Project Report evaluation,
- (iii) Thesis/Dissertation evaluation
- (iv) Assignments, Seminar, Quizzes etc.

However, in the exceptional circumstances, the grade/paper of a candidate may scrutinized by UGPC.

22. Issue of Grade Cards :

The Grade Cards shall be issued under signatures of the Controller of Examination and Registrar.

23. Issue of Degree:

Degree to a candidate shall be issued under signatures of the Dean of concerned Faculty, Registrar and Vice Chancellor.

24. Issue of Duplicate Copies of Certificates:

Duplicate copies of the Degree/Grade Card/Provisional Certificate shall be issued on payment of the prescribed fee. Duplicate copies of Certificates shall not be issued, unless the candidate submits copy of FIR or an affidavit on a Non Judicial Stamp Paper of minimum value of Rs. 10/- or as required by the law in force, declaring that the applicant has not utilized the Original Grade Card/Provisional Certificates for appearing in any examination and has lost the same, or it has been destroyed and the applicant has a need for a duplicate copy of the Grade Card. A standard format for the said affidavit is enclosed. (see Annexure) - III

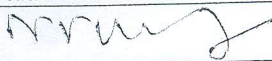
25. Migration Certificate, Provisional Certificate:

A candidate, who has passed the final year examinations of a programme, may apply for Migration Certificate, Provisional Certificate to the Registrar. The Migration Certificate, Provisional Certificate shall be issued by the Registrar as per university guidelines issued from time to time.

26. DISSEMINATION OF INFORMATION:

All Notices or Circulars regarding the conduct of examinations, date sheets, results and the payment of exam. fees etc. shall be displayed by the Controller of Examinations on the Examination Notice Board of the University and the same may also be displayed on the University website, Students must see the Examination Notice Board and refer to MITS website for all information regularly and get updated.

The Institute shall not be held responsible if any student misses to see the information on the Notice Board/Website.

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The expiry period of notices, circulars, results displayed on the Notice Board/Website shall be maximum 7 days from the date of its display on the Notice Board/Website.

27. INTERPRETATION OF RULES :

In case of clarification on any of the clauses in this document /rules the interpretation of the Vice Chancellor will be final and binding.

28. JURISDICTION:

The jurisdiction on any legal matter arising out of the said rules shall be the Courts of Sikar, Rajasthan only.

CC: Chairman, MC; Vice Chancellor; Dean, FET; Dean, FMS; Dean FASC; Dean, FOL; COE; Registrar;

Annexure - I

22/9/11

Duties and Responsibilities of Superintendents

1. Arrange to prepare date wise / shift wise examination schedule & strength of students appearing in Examination & accordingly examination material are to be indented.
2. Make all necessary arrangement for conduct of examination on scheduled date and time, including display of examination schedule, seating arrangement, security arrangement if required and for recording attendance of students.
3. Appoint invigilator minimum 2 in a room with student strength up to 40 and an additional invigilator if student strength is more than 40.
4. Arrange in advance sufficient Answer Books & other materials for conduct of examination and keep records of the same.
5. Keep the question paper received from the Controller of Examination in safe custody and keep proper records of the used and unused question papers and arrange for distribution in examination.
6. Report all cases of use of unfair means by the students in the examination, if any, to the controller of examination for consideration by the Examination Discipline Committee of the University.
7. Arrange to dispatch answer books for evaluation on day to day basis.
8. Daily Examination Report should be sent to the CoE.

Annexure - II

Mr. M. J.
22/9/11

Instructions to Invigilators

- 1) The invigilator should be stationed in the examination hall atleast 20 minutes before the commencement of the examination with all materials (except question papers)
- 2) Invigilator must ensure that there is no written materials on tables, chair, black board, wall etc. of the examination hall. In case something is written it should get erased immediately.
- 3) Before the distribution of the answer books to the students, the invigilator must ensure that the facsimile seal of the University is affixed in the answer book otherwise the answer book should be immediately withdrawn.
- 4) The invigilator must also ensure that there should no chits on the windows, doors or on the corridors of the examination hall if found they should be destroyed.
- 5) Before entering the examination hall, the invigilator should check each examinee thoroughly.
- 6) The invigilator should not permit any student into examination hall after the examination has begun. In case of emergency student may be permitted late up to 30 minutes with the consent of Center Superintendent.
- 7) Invigilator will check admit card of all the students at the entrance of the examination hall. No student will be allowed to enter examination hall without the admit card.
- 8) While signing the answer book, the invigilator are requested to ensure that the students should have made all necessary corrected entries i.e. Roll No. / Enrolment No., name of the subject / code and date of exam etc. In no case the invigilator should sign on the answer book prior to filling of all entries correctly by the examinees.
- 9) Invigilator will sign a declaration form stating that his/her ward or kin is not appearing for examination.
- 10) The Invigilator are requested to handover the list of absent students, along with the details of used / unused answer books and question papers to supervisor after 45 minutes of start of the examination.
- 11) Invigilator must not permit any student to leave the examination hall without prior permission from the Examination Superintendent.
- 12) If any student is caught using unfair means her case should be properly made out and reported with full evidences.
- 13) Please check that the student has not carried their belongings in the examination hall.

Annexure-III

mm 7
22/9/11

Undertaking for issue of Duplicate copies of Certificate

I (name of student) _____ Enrolment No. _____, Programme _____ Batch _____ declare that I have not utilize the original Degree/ Grade Card / Provision Certificate for appearing in any examination and has lost the same, or it has been destroyed and further has a need for a duplicate copy of Degree / Grade Card / Provisional Certificate.

I am depositing Rs. _____ through CR/BR No. _____ Dated _____ towards issuance of Duplicate Certificate.

(Name & Signature of Student)

Enrolment No. _____

Programme _____

Batch _____

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EXAMINATION CONDUCT RULES & REGULATIONS (ECRR)

1. SHORT TITLE :

- 1.1 These Rules shall be called the Examination Conduct Rules & Regulations of Mody University of Science and Technology (Private University u/s 2(f) of UGC act 1956)- hereinafter referred to as MODY UNIVERSITY.
- 1.2 These rules & regulations shall be read in conjunction with the existing Ordinances of Undergraduate, Postgraduate and Ph.D. Programmes of the University.
- 1.3 These rules & regulations are subject to alteration/modification/review at the exclusive discretion of the Academic Council of the University, either in part or whole, at anytime hereafter. Such amendments, alterations, modifications, additions, deletions, if any, shall be binding from the date of their notification issued by the Registrar.

2. APPLICABILITY:

- 1.4 These rules & regulations shall come into force with immediate effect.

3. OBJECTIVES:

- 3.1 Mody University of Science and Technology (Private University u/s 2(f) of UGC act 1956) is one of the premier institutes of India, setup to deliver quality education exclusively for Women, committed to excellence in education and hence its main objectives are:-
 - 3.1.1 To conduct examinations timely and efficiently with strict supervision without allowing any malpractice at any level or at any stage.
 - 3.1.2 To declare result of examinations timely with the highest regard to quality in the entire process of examination system.
 - 3.1.3 To offer the best services to the students, teachers and society at large with the aim of improving the quality of education.
 - 3.1.4 To maintain transparency in Examination System.

4. REGISTRATION FOR EXAMINATIONS

- 4.1. Application for appearing in an examination shall be on the prescribed form wherever applicable, accompanied by the requisite fee (Refer Annexure IV) so as to reach the University by the date fixed for the purpose. For the regular students on rolls of the University Teaching Departments/Schools admission to examination will be on the basis of list of eligible candidates provided by the Dean concerned.
- 4.2. Applications for admission to examinations shall be accompanied by the following certificates signed by the competent authority: (a) Certificate to the effect that the candidate is eligible to appear in the examination under the Ordinances prescribed for the examination concerned. (b) Any other certificate(s) required under the Ordinances.
- 4.3. All candidates are required to submit three copies of their photographs out of which, two will be affixed on the Admit Card. On the front of each photograph, the candidate will write her name and the father's name and the photograph shall be attested by the same authority which attested the admission form.

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4.4. A candidate who has once submitted her examination form and her name has been recommended by concerned Dean for an examination along with the requisite fee shall not be permitted to withdraw the application form on her own accord and claim for refund of the examination fee will not be entertained.

4.5. A student shall submit the examination form, wherever applicable to the controller of Examinations on the prescribed form with the required fee certificates duly signed by the Head of the Department/ Dean concerned.

4.6. A student shall be available full-time for the semester if she has registered for the semester.

4.7. No candidate shall be eligible to register in a semester for the full time programme if she is already enrolled for any other full-time programme of study in this University or in any other University/Institution. However, any UG/PG student can enroll herself for any UG/PG Diploma and Certificate courses and the classes for such UG/PG Diploma and Certificate courses have to be held in the evening. If a student is employed full time she will not be eligible to register for the semester for the full time programme unless she is on leave for the purpose and produces the leave sanction letter for the entire duration of the semester/ Programme.

4.8. Unless the Semester Registration is completed, the students enrollment is not valid.

5. ATTENDANCE

5.1. The expression "regular course of study" means attendance required to be put in by a candidate in Lectures, Tutorials and Laboratories as provided hereinafter for the respective examinations to be taken by the candidates. A candidate who fails to put in the required minimum attendance as provided hereinafter shall be detained from appearing at the examination.

5.2. For the purpose of this regulation, minimum attendance required in respect of a particular examination, is as follows.

5.3. A candidate shall be required to put in a minimum of 75% attendance in lectures and tutorials (taken together) and 75% in practicals during the semester concerned so as to enable her to appear in examination.

5.4. If a candidate for an examination fails to put in the required attendance the name of each such candidate shall be reported to the COE by the Dean concerned well before the commencement of examination.

6. EXAMINATIONS:

6.1 **End Term Examination:** End Term Examination shall be held at the end of each semester and will cover the entire syllabus of a particular course(s) offered in that semester.

6.2 **Mid Term Examination:** Mid Term Examinations shall be conducted during the semester. Each Mid Term Examination will cover only the portion of syllabus taught up to that period.

6.3 **Practical Examinations:** The Practical Examinations shall be conducted as per the syllabi for various courses, according to the dates /schedule notified by the Controller of Examination. In addition to Practicals, tutorials, Viva-Voce, Project Report evaluation, Thesis/Dissertation evaluation, Case Study, Assignments, Seminar, Quizzes etc. which are a part of internal assessment will be conducted at the Department/ School level.

7. DATE OF EXAMINATIONS:

The dates of all the examinations shall be as per the University Academic Calendar and or as notified by the Controller of Examination from time to time.

8. HALL TICKET / ADMIT CARD:

8.1 On receipt of the fee prescribed, the University shall, if the candidate is admitted, furnish the candidate with an admission card which will permit her to appear in the examination.

8.2 Permission to appear at a university examination may be withdrawn for conduct which in the opinion of the Board

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justifies Candidates exclusion.

8.3 A candidate may not be admitted to the examination hall unless she produces to the officer conducting the examination her examination admission card or satisfies such officer that it will be produced.

8.4 The Centre Superintendent may, if he/she is satisfied that an examination admission card has been lost or destroyed, grant on payment of a further fee as approved by University from time to time duplicate Hall Ticket. The card so granted shall show at prominent place the number and date of the card originally granted.

A candidate must produce her Admit Card whenever required by the invigilator/examination staff. No candidate shall be permitted to enter the Examination Hall without the Admit Card.

9. LOSS OF HALL TICKET, ENROLMENT FORM ETC:

A student who has lost her enrolment form, admit card, degree etc. may apply for the issue of an extra copy/ duplicate of the same by paying fee as notified by the university from time to time.

10. EXAMINATION PROCESS:

In order to ensure that the examinations are conducted in an efficient, strict and transparent manner, the system must have its requisite components in place, i.e. paper setting with utmost regard to secrecy, correctness and confidentiality; the physical conduct of the examination with due supervision and invigilation, a fair and an efficient evaluation system and finally the dissemination of results and record keeping of grades in a timely and factually correct manner. For this purpose the Central Examination Committee and the Controller of Examinations shall function as under.

11. CENTRAL EXAMINATION COMMITTEE:

11.1 The Central Examination Committee shall consist of the following members;

1. Dean-Academics - Chairman
2. Controller of Examination - Member Secretary
- Members
3. All Deans & Principal-SEFS
4. Registrar

11.1.1 The Committee shall report to the President for its functioning.

11.1.2 The Committee shall meet from time to time but at least twice a year and/or as decided by the Chairman and notified by the COE.

11.1.3 The minutes of the meeting shall be prepared and circulated by the COE after approval of the Chairman.

11.1.4 The Chairman may also invite any other person as a Special Invitee.

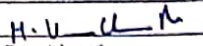
11.2 Responsibilities of the Central Examination Committee:

- 11.2.1 Oversee the affairs of the Examinations.
- 11.2.2 Take all decisions with regard to the Examination System.
- 11.2.3 Frame rules & regulations for the examinations
- 11.2.4 Suggest to the COE from time to time /as and when required.
- 11.2.5 Take up any other matter related to Examinations.

12. CONTROLLER OF EXAMINATION (COE)

12.1 Role of COE:

The Controller of Examinations (COE) shall be the overall In-charge for planning and administering of an Examination System and shall work without any influence or pressure of any Person/Officer, Department and/or Agencies whether internal or external.

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He will be responsible, for conducting timely examinations in a disciplined, efficient and transparent manner and shall issue guidelines/procedures for improvement of examination system from time to time.

He will issue/sign all the documents, notifications, letters, circulars related to examinations.

He will also be responsible for all arrangements with the conduct of examinations, arrangement of answer books, question papers, evaluation, declaration of results and act as the custodian of examination records.

The COE will report to the President and will work in close coordination with the Registrar.
In absence of the Controller of Examination, the Dy. Controller of Examination shall be In Charge.

13. CONDUCT OF EXAMINATIONS AND PROCEDURES:

All the examinations of Mody University of Science and Technology-MUST shall be conducted and controlled by the Controller of Examinations according to Ordinances and Scheme of Syllabus for various programmes.

13.1 Schedule of Examinations: The Controller of Examinations shall issue the notification of examinations, in accordance with the Academic Calendar of the University for all programs of the University well in time.

The COE shall issue and display the Examination Schedule for various examinations at least 10 days prior to End Term Exam & 7 days prior to Mid Term Exam, on the Examination Notice Board/ MUST Website for the information of all concerned

13.2 Eligibility Criteria:

No candidate shall be eligible for appearing at an examination unless she;

- Has been registered in the said course as a student in accordance with the existing rules of MUST.
- Fulfills the minimum academic requirements for appearing to an examination.
- Fulfills the Attendance Rules as prescribed by MUST and is not debarred from examinations under any Rule of discipline of MUST.
- Has paid all due fees
- Is not debarred from the Examinations under any Legal/ Court proceedings.

13.3 Misrepresentation or suppression of information :

If it is detected that the candidate has furnished false information or misrepresented /suppressed any information required in Registration Form / Exam Form, her result shall be withheld and deposited fees shall be forfeited, apart from initiation of disciplinary proceedings against the candidate.

13.4 Printing of Answer Books:

The answer books shall be arranged by the office of the COE as per requirements whose account shall be maintained.

The answer books shall be issued by the office of COE to Examination centres for their requirement.

13.5 Format of Answer Books:

The format of answer books for theory and practical examinations for the purpose of maintaining secrecy, shall be decided by the COE with approval of the Central Exam Committee.

13.6 Account of Used and Blank Answer Books:

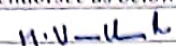
The Controller of Exam shall maintain proper record of answer books procured and issued to the Examination Centres/In charge.

The Exam In Charge of concerned school shall also maintain record of used and blank answer books received from the office of the COE.

13.7 Deputation of examination Superintendent /Invigilators and Flying Squad/Observer :

13.7.1 Examination Superintendent:

For End Term exam, the COE shall appoint one faculty member (not below rank of Associate Professor) from any Department, preferably in rotation as Examination Superintendent for a specified period or a particular

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examination. At least 3 days before the commencement of examinations, the Examination Superintendent shall be provided with a Superintendents Packet containing Book of Instructions, Invigilation guidelines, Roll No. of candidates appearing in the examinations along with their attendance chart, and all other examination materials by the office of the COE.

No Superintendent shall be deputed for Mid Term and Practical Examinations. The Mid Term & Practical Examinations shall be conducted by the Exam In Charge of concerned school with the help of HODs and faculty members in consultation with Dean.

For duties & responsibilities of Superintendent: refer to Annexure I

13.7.2 Invigilators and Supervisory staff:

Required number of Invigilators and other Supervisory staff shall be provided by the Dean for smooth conduct of examinations.

Once the names have been received from the Deans office, the Exam In Charge/Superintendent shall issue the duty chart of Invigilators and supervisory staff, allotting their respective examination duties.

For duties & responsibilities of Invigilators: refer to Annexure II

13.7.3 Observer / Flying Squad:

The COE may appoint Observer or Flying Squad. The Observer/ Flying Squad may be internal / external or both.

The Observer / Flying Squad shall be provided with schedule of examinations and shall choose the day /time for their random visits of the examination centres.

The Observer /Flying Squad shall submit their written report of the visit in the prescribed format provided by the COE. The Flying Squad /Observer may be paid a suitable honorarium as decided by the Central Examination Committee from time to time.

13.8 Provision for Writer:

In case of major sickness/ disability of the candidate due to which she cannot write her own paper, the candidate may apply to the Dean along with a Medical certificate issued by the Doctor of MUST or a Senior Doctor from the Govt. Hospital to allow her a **Writer** to write the papers on her behalf. The Dean and COE after examining the case, and if satisfied may grant permission for the same. The Dean and COE will ensure that the Writer does not have any knowledge of that subject/ paper and shall be a junior student.

13.9 Display of Seating plan and instructions :

The Superintendent /Exam In Charge shall display on the Examination Notice Board the Seating Plan at least one day before the commencement of the examination.

The Examinations shall be conducted on the scheduled date/ time as notified by the COE. In case of unavoidable circumstances, if any examination is postponed/ rescheduled, the candidate shall be notified of the same by COE on the Examination Notice Board and MUST website. No individual information shall be sent to candidates.

13.10 Daily Examination Report:

The Superintendent/ Exam In charge shall send a daily report of examinations in the prescribed format to the COE.

14 DISCIPLINE

- Candidates shall maintain absolute discipline in the examination hall. If a candidate disobeys the instructions of the invigilator(s) or misbehaves in any manner, she can be expelled from the examination.
- If a candidate acts in a violent manner or uses force or makes a display of force towards any invigilator or

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- any other staff/person at the Examination Center or acts in a manner likely to hinder the authorities in discharging their duties, the Examination Superintendent may expel the candidate from the examination.
- If a candidate brings any dangerous weapon at the examination center, she can be expelled from the examination and disciplinary action can be initiated against her.
 - Candidate expelled on any of the grounds mentioned above may not be allowed to appear in the subsequent papers based on the reasons for expulsion.
 - All disciplinary matters /Unfair Means Cases shall be forwarded to the Chairman Unfair means Standing Committee by COE.

15. Prohibited areas during the examinations

- No unauthorized person /staff will be allowed to enter the Examination Hall/Centre during the examination time.
- The Superintendent /Exam Incharge shall identify the prohibited area by visible signs.
- The Security staff and other persons posted on examination duty shall prevent unauthorized persons from entering the prohibited area.
- Electronic devices, I pod, Programmable Calculators or any objectionable item /notes, printed or written material etc. shall not be permitted to be carried inside the examination hall. In case any of the above are found in possession of a candidate, action as per UMC procedure would be taken.
- The Candidates must maintain silence in the examination hall and not stand/walk outside the examination halls or corridors during the examination hours.

16. Unfair Means - Rules & Regulations:

16.1 The following will constitute the use of Unfair means:-

- Any candidate found having in her possession or accessible to her or nearby her, any papers, books or notes, pen drives, electronic devices, written or printed matter or any kind of unauthorized material.
- Writing during the examination hours on any paper other than the answer-book, any portion of the question paper, or anywhere, answers related to any question.
- Talking to another candidate or to any person other than the members of the Examination Staff/Invigilators, in the Examination Hall.
- Consulting notes/books inside the Examination Hall.
- Copying from some book or notes or from the answer of some other candidate or helping another candidate.
- Receiving or giving help from/ to another candidate during the examination/ including receiving/ sending SMS or any electronic messaging.
- Disclosing her identity deliberately or making any distinctive mark in her answer book for that purpose or making an appeal to the Examiner through the answer book or using abusive language on the answer-book; communicating or attempting to communicate directly or indirectly through a person, relative, guardian or friend to the Invigilator/Examination Supdt. or any other official with the object of influencing them.
- Found guilty of disobeying or swallowing/destroying any notes, paper etc. found with her deliberately.
- Found guilty of misconduct / misbehavior with Superintendent/Invigilators
- Failure of handing over her answer-book to the Invigilator or taking away her own answer book, walking out of the examination hall or in any other manner whatsoever.
- Found guilty of destroying the evidence of UMC.
- Found guilty of destroying any Property of the University/Institute.

16.2 Procedure for award of the punishment under Unfair means cases:

- The COE shall forward all the Unfair means cases to the Chairman UMC standing committee
- The COE shall send a **Notice of Hearing** to the candidate found guilty of malpractice/ using unfair means, asking her to appear personally before the **UMC Standing Committee** on a fixed date, time and place as

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advised by the Chairman.

- ii) The COE shall place the Unfair means case (s) before the UMC Standing Committee on the date of hearing for decision as per the relevant clauses of the Examination Conduct Rules. The Standing Committee shall adduce all evidence and decide on the action to be taken against the candidate.
- iii) In case the candidate does not appear before the Standing Committee on the date and time of hearing as mentioned in the Notice, the case will be disposed off after due consideration of facts of the case, available evidence and records, without any further chance provided.
- iv) Recommendation of the Standing Committee /Award of punishment shall be forwarded to the Registrar by COE. The Registrar shall notify the candidate with copy to the President and all concerned.

16.3 Award of punishment /Quantum of Punishment:

- i. If a candidate is found guilty of using Unfair means/Cheating in examination or found with her incriminating material, papers, or objectionable materials then the result of that paper may be cancelled, or
- ii. If a candidate is found guilty of attempting to use unfair means at an examination, the Standing Committee may recommend for deduction of a certain percent of marks from her result, according to the nature of the offence, or
- iii. If it is found/discovered that the candidate was in any manner guilty of serious misconduct in connection with her examination and /or was instrumental in or has abetted the tampering of Institute records including the answer books, mark-sheets, result chart, degree, diplomas etc., the Committee may cancel all the papers of that semester of a candidate.
- iv. If a candidate has suppressed information or misrepresented information to fraudulently sit/appear in an examination, the Standing Committee may cancel all the papers of that semester of a candidate and/or debar her from appearing in any examination or for the entire semester or programme or cancel/withhold the Degree.
- v. If the guilt of candidate is not proved on personal hearing or on the basis of proof / evidences and statements attached / presented with the UMC form, the Standing Committee may simply give a warning to the candidate and the case shall be disposed off.
- vi. In case of difference of opinion of the members of Standing Committee, the findings/decision of the President shall be final.

16.4 Unfair Means Standing Committee

All Unfair means cases shall be reported to the Chairman, Unfair Means Standing Committee by the COE in writing for suitable action, in a time bound manner, as per prescribed procedure in Para 16.3 above. The Committee will be constituted the following members:

1. Dean-Academics - Chairman
 2. Controller of Examination - Member Secretary
- Members
3. Dean / Principal of the concerned school
 4. Registrar

16.5 Unfair Means Appellant Committee:

If a candidate is not satisfied with the decision of the Unfair means Standing Committee, she may approach to the Appellant Committee. The appeal shall be considered only in light of any new material/ evidence provided by the candidate.

A candidate may appeal in writing to the Appeal Committee within three days of issue of Notification of punishment by the Unfair Means Standing Committee.

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The Appeal Committee shall consist of :-

1. President - Chairman
2. Dean, not related to the concerned school- Member

The Chairman may invite any external expert / member to the above Committee.

17. QUESTION PAPER SETTING:

17.1 Paper setting procedure:

The question papers for all subjects/courses shall be set by the subject experts. The COE shall request the Panel of Paper Setters to set the question papers well in time with full confidentiality.

The paper setter shall ensure that the paper covers the appropriate assessment objectives and criteria and subject content as set down in the syllabus. The paper setter must also ensure that the level of demand of knowledge is appropriate, that where there is a choice of questions, alternative questions make equivalent demands. The paper setter is also required to check that all instructions and advice to candidates are clear.

17.2 End Term Theory Examinations: For End Term Theory Examinations, the Question Papers shall be set by the subject experts from the panel of faculty members appointed by the Controller of Examination in consultation with the Deans.

The paper setters may be **internal** or **external** or **both**.

- a) Procurement of question papers (being set by the external examiners) approximately should be 10-30% of total question papers. Respective Dean in consultation with HOD /BOS can identify subjects for which question papers are to be procured.
- b) Question papers are to be procured strictly from the empanelment of external examiners through the office of COE.
- c) Practical examiners, Dissertations (Viva-Voce) examiners & Defence of Thesis examiners should be strictly called from empanelment of external examiners or in consultation with Dean.

17.3 Mid Term Theory Examination: For Mid Term Theory Examination, the question papers shall be set by the concerned course coordinator/teacher in consultation with the HOD.

17.4 Practical Examinations: Mid Term & End Term Practical Examinations and Viva Voce etc shall be conducted as per the schedule notified by the Controller of Examinations in consultation with the Dean and HODs.

18. MODERATION OF QUESTION PAPERS:

While moderating the question papers for End Term Examination, it is to be ensured that no paper setter who has prepared the paper shall participate in moderation of his/ her own question paper(s) & further Moderator shall be required to put themselves in the place of a candidate and to work through the question paper to ensure that the whole thing works as an assessment instrument & further all the question papers set by the faculty members are as per the prescribed syllabus and guidelines prescribed by the University.

Moderation committee will be finalized by the concerned Dean in consultation with Dean-Academics and External Moderators are to be called in consultation with COE.

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19 PRINTING AND PACKING OF QUESTION PAPERS:

After moderation, the question papers shall be handed over to the Controller of Examination. Thereafter the Controller of Examination shall ensure for confidential planning & printing of question papers and to dispatch the sealed packets of question papers to the Centre Superintendent(s)/In Charge.

20 EVALUATION SYSTEM :

20.1 Evaluation of answer books :

Answer books shall be evaluated by the examiners in the central evaluation centre and shall be returned back along with the Award List to the office of the Controller of Examination within the stipulated period as notified by the Controller of Examination. The examiners shall be appointed by the Controller of Examination from a panel of examiners approved by the Central Exam. Committee. The Examiners/Head Examiners may be internal, external or both. External Examiners may be paid an honorarium as decided by the Central Examination Committee.

20.2 Mid Term Exam answer books shall be evaluated at departmental level within the school. Evaluated Answer Books of Theory, Practical and any other examinations shall be returned with Award list within the specified time to COE.

20.3 End Term Exam answer books shall be evaluated at by the Examiners at the Evaluation Centre approved by the COE only.

20.4 Permissible Ink for evaluation: The Examiner will be permitted to use red ink only for checking of answer books. The Head Examiner will use green ink.

20.5 Evaluated answer books of theory, practical or any other examinations shall be returned with award list within the time limit specified by the COE.

20.6. Evaluation of Candidates in Practical's

Practical Examination would be conducted by the concerned faculty in the specified lab as per the End Term Practical Examination schedule prepared by HOD signed by Dean. Evaluated Answer Sheets, Attendance sheets and Award Sheets to be submitted to COE office for record.

20.7 Evaluation of Thesis/Projects Etc.: The Faculty shall forward two sets of Thesis / Projects to the Controller of Exam for evaluation process. The Controller of Exam shall appoint Examiners and issue guidelines / Processes for evaluation in consultation with Central Exam. Committee.

21. Custody of evaluated answer books:

The Controller of Examination shall keep End Term evaluated answer books in safe custody for a maximum period of **six months** only from the date of declaration of result of that particular paper/subject. Thereafter these answer books shall be destroyed.

22. In case answer book of any candidate is lost:

A candidate whose answer book is lost after having been received by the Centre Superintendent of the examination/COE and who, but for this answer book, would have either passed examination or is likely to be

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Date		

placed under re appear, shall, unless she opt for re examination on a date to be fixed up by the Controller of Examination, be deemed to have obtained in that paper marks /grades equal to the average marks/grade obtained by her in other papers. If there is any dispute in this matter, the finding of the Controller of Examination, subject to confirmation by the President, shall be final.

23. Submission of Marks/Grades:

The Marks/grades of any subject /subjects shall be submitted to the COE and SGPA/CGPA shall be calculated by result section. The final result/grade shall be prepared by the office of the Controller of Examination.

24. DECLARATION OF RESULTS:

- I. The valuation of answer scripts will be done within 7 days from the date of last examination and results will be declared within 15 days from the date of last examination.
- II. The processed results will be placed before a Result Passing Board duly constituted by the President for approval and then the results will be declared.
- III. The result will be web cast in the University website within 24 hours from the time of declaration of results.
- IV. A candidate unable to clear all the courses within the specified period of study can appear for subsequent arrear examinations and pass the courses.
- V. The maximum period for completion of the courses for the programme offered by University will be:

S.NO	Specified Period of Study	Maximum Period for Completion of Courses
1	1 year	2 years
2	2 years	4 years
3	3 years	5 years
4	4 years	7 years
5	5 years	8 years

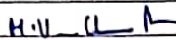
If the candidate is unable to pass all the courses of the said programme within the maximum period of completion, the candidate has to discontinue the programme automatically.

25. PASSING REQUIREMENTS

25.1 ENGINEERING PROGRAMMES: A candidate who secures not less than 40% of total marks prescribed for the course [Internal Assessment + End semester University Examinations] with a minimum of 40% of the marks prescribed for the end-semester University Examination, shall be awarded 'D' Grade or declared to have passed the course and acquired the relevant number of credits. This is applicable for both theory and practical courses.

25.2 OTHER PROGRAMMES: A candidate who secures not less than 40% of total marks prescribed for the course [Internal Assessment + End semester University Examinations] with a minimum of 30% of the marks prescribed for the end-semester University Examination, shall be awarded 'D' Grade or declared to have passed the course and acquired the relevant number of credits. This is applicable for both theory and practical courses.

25.3 ARCHITECTURE AND INTERIOR DESIGN PROGRAMMES: A candidate who secures 50% of total marks prescribed for the course [Internal Assessment + End semester University Examinations, shall be awarded "D" Grade or declared to have passed the course and acquired the relevant number of credits. This is applicable for both theory and practical courses.

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25.4 If a student secures a "F" Grade in a course, the student shall do reappearance registration only along with regular students for that course in the subsequent semester, when offered next.

26. AWARD OF GRADES

All assessments of a course will be evaluated on absolute marks basis. However, for the purpose of reporting the performance of a candidate, letter grades, each carrying certain number of points, will be awarded as per the range of total marks (out of 100) obtained by the candidate in each subject as detailed below:

Letter Grade	Marks Range	Grade Points
A+	91 - 100	10
A	82 - 90	9
B+	73 - 81	8
B	64 - 72	7
C+	55 - 63	6
C	46 - 54	5
D	40 - 45	4
F	Less than 40	0

Grades and their Grade points

S.No.	Academic Performance	Grades	Grade Points
1.	Outstanding	A+	10
2.	Excellent	A	9
3.	Very Good	B+	8
4.	Good	B	7
5.	Average	C+	6
6.	Below Average	C	5
7.	Marginal	D	4
8.	Very Poor	F	0
9.	Debarred	N	0
10.	Audit Pass	AP	-
11.	Audit Fail	AF	-
12.	Incomplete	I	-
13.	Withdrawal	W	-
14.	Continued Project/Dissertation	X	-
15.	Non Completion of course Requirement	Z	-

Items described above at Serial Nos. 1 through 9 are Grades while items 10 to 15 are not grades in true sense, but these are kind of Reports which describe the status of the student at the end of the course, but for all practical purposes these will also be termed as Grades.

After results are declared, Grade Sheets will be issued to each student which will contain the following details:

- The School in which the candidate has studied
- The list of courses enrolled during the semester and the grade scored.
- The Grade Point Average (GPA) for the semester and

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• The Cumulative Grade Point Average (CGPA) of all courses enrolled from first semester onwards. GPA for a semester is the ratio of the sum of the products of the number of credits for courses acquired and the corresponding points to the sum of the number of credits for the courses acquired in the semester.

CGPA will be calculated in a similar manner, considering all the courses registered from first semester. RA grades will be excluded for calculating GPA and CGPA.

(i) **Semester Grade Point Average (SGPA)**

$$SGPA = \frac{\sum_{j=1}^n C_j P_j}{\sum_{j=1}^n C_j},$$

Where

C_j = Number of credits earned in the j^{th} course of a semester for which SGPA is to be calculated.

P_j = Grade point earned in j^{th} course, and

$j = 1, 2, 3, \dots, n$ represent the number of courses in which a student is registered in the concerned semester.

(ii) **Cumulative Grade Point Average (CGPA)**

$$CGPA = \frac{\sum_{j=1}^n C_j P_j}{\sum_{j=1}^n C_j},$$

Where

C_j = Number of credits earned in the j^{th} course, upto the semester for which CGPA is to be calculated.

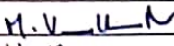
P_j = Grade point earned in j^{th} course. A grade lowers than D (i.e. grade point ≤ 4) in a course shall not be taken into account.

$j = 1, 2, 3, \dots, n$ represent the number of courses in which a student was registered upto the semester for which CGPA is to be calculated.

where C_i is the number of Credits assigned to the course

GPI is the point corresponding to the grade obtained for each course

n is number of all courses successfully cleared during the particular semester in the case of GPA and during all the semesters in

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the case of CGPA

27. ELIGIBILITY FOR THE AWARD OF THE DEGREE

A student shall be declared to be eligible for the award of the undergraduate/ Post graduate Degree provided the student has

- Successfully gained the required number of total credits as specified in the curriculum corresponding to the students programme within the stipulated time.
- No disciplinary action pending against the student.
- The award of Degree must have been approved by the Academic Council of the University as per the ordinances and confirmed by BOM.

28. RE-EVALUATION/ RECHECKING OF PAPERS:

The University shall maintain transparency to the maximum extent feasible in the evaluation system, consequently students shall be granted permission for re-evaluation/re checking of their answer books of End Term papers only.

- A candidate can apply for revaluation within seven days from the time of publication of the results in the specified application form by paying the prescribed fee in person/ RTGS/ NEFT.
- A candidate can apply for revaluation for a maximum of three theory courses only.
- After revaluation, if the marks secured by a candidate in the second valuation deviates from the first valuation by 10 or more marks, the script will be referred to a third valuation and the average of the three will be treated as the final marks secured by the candidate Otherwise, higher marks of the first two marks secured by the candidates will be taken into account.
- Any change in revaluation resulting in a higher grade will be declared and incorporated in the result accordingly. Otherwise it will be declared as "No Change".

5. There shall be **no re-evaluation** in the following marks/assessment:-

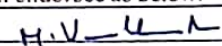
- Lab / Practical examinations, tutorials
- Viva-Voce,
- Project Report evaluation,
- Thesis/Dissertation evaluation
- Assignments, Seminar, Quizzes etc.

However, in the exceptional circumstances, the grade/paper of a candidate may be scrutinized by the Dean concerned.

29. SUMMER TERM EXAMINATION

- The students of UG and PG programmes except final year who have registered but failed to clear the courses in the previous semesters may be allowed to register themselves for such courses in the Summer Term during summer vacation on payment of necessary fees on a specified date. The Summer Term is a compressed semester where all the regulations for the normal semester shall apply but the registration shall be limited to three courses having total credits not exceeding 12.
- The concerned department shall offer the required summer courses, as intimated by the Dean before the beginning of the Summer Term. The department shall organize the courses in the Summer Term.

30. SUPPLEMENTARY EXAMINATION

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The students of passing out batches of UG and PG programme who have registered but failed to clear the courses in the previous semesters may be allowed to register themselves for such courses in supplementary during summer vacation on payment of necessary fees on a specified date.

31. Issue of Grade Cards:

The Grade Cards shall be issued under signatures of the Controller of Examination.

32. Issue of Degree:

Degree to a candidate shall be issued under signatures of the Dean of concerned School, Registrar and President.

33. Issue of Duplicate Copies of Certificates:

Duplicate copies of the Degree/Grade Card/Provisional Certificate shall be issued on payment of the prescribed fee. Duplicate copies of Certificates shall not be issued, unless the candidate submits copy of FIR or an affidavit on a Non Judicial Stamp Paper of minimum value of Rs. 50/- or as required by the law in force, declaring that the applicant has not utilized the Original Grade Card/Provisional Certificates for appearing in any examination and has lost the same, or it has been destroyed and the applicant has a need for a duplicate copy of the Grade Card. A standard format for the said affidavit is enclosed. (see Annexure) – III

34. Migration Certificate, Provisional Certificate:

A candidate, who has passed the final year examinations of a programme, may apply for Migration Certificate, Provisional Certificate to the Registrar. The Migration Certificate, Provisional Certificate shall be issued by the Registrar as per university guidelines issued from time to time.

35. DISSEMINATION OF INFORMATION:

All Notices or Circulars regarding the conduct of examinations, date sheets, results and the payment of exam. fees etc. shall be displayed by the Controller of Examinations on the Examination Notice Board of the University and the same may also be displayed on the University website, Students must see the Examination Notice Board and refer to MUST website for all information regularly and get updated.

The Institute shall not be held responsible if any student misses to see the information on the Notice Board/Website.

The expiry period of notices, circulars, results displayed on the Notice Board/Website shall be maximum 7 days from the date of its display on the Notice Board/Website.

36. PROMOTION TO NEXT ACADEMIC YEAR/ SEMESTER

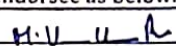
As per the ordinances of UG/PG.

37. INTERPRETATION OF RULES:

In case of clarification on any of the clauses in this document/rules the interpretation of the President will be final and binning.

38. JURISDICTION:

The jurisdiction on any legal matter arising out of the said rules shall be the Courts of Sikar, Rajasthan only.

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Annexure -I

Duties and Responsibilities of Superintendents

1. Arrange to prepare date wise / shift wise examination schedule & strength of students appearing in Examination & accordingly examination material are to be indented.
2. Make all necessary arrangement for conduct of examination on scheduled date and time, including display of examination schedule, seating arrangement/ security arrangement if required and for recording of students.
3. Appoint invigilator minimum 2 in a room with student strength up an additional invigilator if student strength is more than 40.
4. Arrange in advance sufficient Answer Books & other materials for conduct of examination and keep records of the same.
5. Keep the question paper received from the Controller of Examination in safe custody and keep proper records of the used and unused question papers and arrange for distribution in examination,
6. Report all cases of use of unfair means by the students in the examination, if any, to the controller of examination for consideration by the Examination Discipline Committee of the University.
7. Arrange to dispatch answer books for evaluation on day to day basis.
8. Daily Examination Report should be sent to the COE.

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Annexure-II

Instructions to Invigilators

1. The invigilator should be stationed in the examination hall at least 20 minutes before the commencement of the examination with all materials (except question papers)
2. Invigilator must ensure that there are no written materials on tables, chair, black board, wall etc. of the examination hall. In case something is written it should be get erased immediately.
3. Before the distribution of the answer books to the students, the invigilator must ensure that the facsimile seal of the University is affixed in the answer book otherwise the answer book should be immediately withdrawn.
4. The Invigilator must also ensure that there should be no chits on the windows, door or on the corridors of the examination hall, if found they should be destroyed.
5. Before entering the examination hall, the invigilator should check each examinee thoroughly.
6. The Invigilator should not permit any student into examination hall after the examination has begun. In case of emergency student may be permitted late up to 30 minutes with the consent of Head Examination Conduct Committee/ COE.
7. Invigilator will check admit card/ Identity card of all the students at the entrance of the examination hall. No student will be allowed to enter examination hall without the admit card/ Identity card.
8. While signing the answer book, the invigilators are requested to ensure that the students should have made all necessary corrected entries i.e. Roll No. / Enrolment No., name of the subject/code and date of exam etc. In no case, the invigilator should sign on the answer book prior to filling of all entries correctly by the examinees.
9. Invigilator will sign a declaration form stating that his/her ward or kin is not appearing for examination.
10. The Invigilators are requested to handover the list of absent students, along with the details of used/ unused answer books and question papers to supervisor after 45 minutes of start of the examination.
11. Invigilator must not permit any student to leave the examination hall without prior permission from Head Examination Conduct Committee/ COE.
12. If any student is caught using unfair means her case should be properly made out and reported with full evidences.
13. Please check that the student has not carried their belongings in the examination hall.
14. The invigilator should announce the time at each hour and at the last half an hour.
15. The invigilators are requested to maintain high standard of discipline in the Examination Hall. No student shall be permitted to take the examination by any unfair means. No student shall be permitted to talk in the Examination Hall.
16. It is the primary duty of the invigilator to ensure, fair conduct of examination. Non compliance shall attract disciplinary action.

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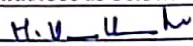
Annexure-III

Undertaking for Issue of Duplicate copies of Certificates

I (name of student) _____ Enrolment No. _____ Programme _____ Batch _____ declare that I have not utilized the original Degree/Grade card/provisional Certificate for appearing in any examination and have lost the same, or it has been destroyed and further have a need for a duplicate copy of Degree/Grade Card/Provisional Certificate.

I am depositing Rs. _____ through CT/BR/ NEFT/IMPS NO. _____ dated _____ towards issuance of Duplicate certificate.

Name & Signature of Student)
Enrolment No. _____
Programme _____
Batch _____

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Annexure-IV

Table 1: Fee Structure of various Examinations

S.No.	Exams	Fee of Various Exams
1.	Summer Term	4500/- per subject
2.	Supplementary	4500/- per subject
3.	I-Grade	2500/- per subject
4.	Re-evaluation	1000/- per paper
5.	Duplicate Grade Card	200/-
6.	Transcript	1000/-
7.	Ph.D. Thesis Submission	45000/-

Table 2: Remuneration for Examiners

1.	Paper Setting (UG) without solution (External)	1500/-
2.	Paper Setting (UG) with solution (External)	2500/-
3.	Paper Setting (PG) without solution (External)	2000/-
4.	Paper Setting (PG) with solution (External)	3000/-
5.	Moderation of Question papers (External)	5000/- (minimum five papers to be moderated)
6.	Practical Examinations UG (External)	50/- Per Candidate (minimum 2000/-)
7.	Practical Examinations PG (External)	100/- Per Candidate (minimum 2000/-)
8.	Minor Project (External)	100/- Per Candidate (minimum 2000/-)
9.	Major Project (External)	200/- Per Candidate (minimum 3000/-)
10.	Paper Setting (Ph.D.) Course Work without solution (External)	2000/-
11.	Paper Setting (Ph.D.) Course Work with solution (External)	3000/-
12.	Ph.D. Thesis Evaluation (External with in India)	4000/-
13.	Ph.D. Thesis Evaluation (External Out of India)	\$ 200
14.	Ph.D. Viva Voce Examination (External)	4000/-

CC: Chairman- MC; President; Director; Dean-Academics; Dean-Administration; All Deans; Principal-SEFS, All GMs, COE; E.A. to Chairman-(Kolkata Office)

**TATA CONSULTANCY SERVICES LTD**

Aurum IT Park,,Near Residency Hotel,
Vihar Lake Road,,Powai - 400072,Maharashtra

Tax Invoice(ORIGINAL FOR RECIPIENT)

Invoice Number MHD1522003496
Invoice Date 04-JUN-2021

MODY UNIVERSITY OF SCIENCE AND TECHNOLOGY
CENTRAL OFFICE,
MODY UNIVERSITY OF SCIENCE AND TECHNOLOGY,
N.H. 52, LAKSHMANGARH, Sikar,
Sikar,Rajasthan,332311,IN

Attention Name Dr. A Senthil
Place of Supply Rajasthan
Project Name MODY Univ. of Science & Tech. # Set-up fee
Project Number 20233418
Delivery Center Powai - Aurum IT Park - Non STP
Bill To GSTIN Number 08AAAJM1982F1Z4

Customer PAN Number AAAJM1982F

Ship To Address CENTRAL OFFICE,
MODY UNIVERSITY OF SCIENCE AND TECHNOLOGY,
N.H. 52, LAKSHMANGARH, Sikar,
Sikar,Rajasthan,332311,IN

Description	Amount(INR)
Fees for Services Rendered	
Fees for ION services for Setup fee (50% on contract signing)	3,62,500.00
IGST@18%	65,250.00

Total Amount in Words **Total Amount** **4,27,750.00**

INDIAN Rupees Four Lakhs Twenty-Seven Thousand Seven Hundred Fifty Only.

Reverse charge not applicable

TCS GSTIN No.: 27AAACR4849R1ZL

IRN No. ae2663b40ce5a229e9b063b903c1e5583194bac8afcb869805275df3599adf89

PAN AAACR4849R

HSN Code 998312

Payment Terms Dia 30

Remittance Details

Please remit amount with reference/Invoice numbers to Payee Bank or via email to
india.advice@tcs.com

Bank Name: Deutsche Bank,D.B House Fort, Mumbai

Account No : 8275110370

Beneficiary Name: Tata Consultancy Services Limited

IFSC: DEUT0784BBY MICR Code:400200002 SWIFT Code: DEUTINBB

Signature Not Verified

Digitally signed by
KRISHNAPPA KORUNGAJE
GOWDA

Date: 2021.06.07 10:52:12 IST

Authorized signatory
Tata Consultancy Services
Limited

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES is made effective as of the Effective Date (specified in Schedule 1) by and between **Tata Consultancy Services Limited**, a company incorporated under the Companies Act 1956, with its corporate office located at TCS House, Raveline Street, 21 D. S. Marg, Fort, Mumbai 400001, herein after referred as '**TCS**' (which expression shall include its successors and assigns) and the Customer entity named in the signature block below, with other details thereof set out in Schedule 1- Contract Details, herein after referred as a '**Customer**' (which expressions shall, unless the context requires otherwise, includes its successor in business and permitted assigns). In this Agreement, TCS and Customer are collectively referred as "Parties" and individually as a "Party".

WHEREAS TCS has developed a proprietary business concept titled as 'IT-as-a-Service' aimed at delivering an integrated suite of end-to-end business solutions and cloud services to small and medium businesses (SMB), involves use of shared software applications owned or licensed and hosted by TCS at a centralized TCS facilities and/or deployed at Customer facilities. AND WHEREAS Customer who has been introduced to TCS by the entity/person named in Schedule 1, desires to avail of certain services of TCS as more fully described in Schedule 2 and TCS agrees to provide such services in accordance with the terms and conditions set out in this Agreement.

NOW THIS AGREEMENT WITNESSETH:

1. Definitions :

All capitalized terms used in this Agreement or any attachment thereof, unless the context specifically requires otherwise, shall have the meaning assigned to each of the terms given in Exhibit A hereto.

2. Scope of Services:

2.1 Services: The scope of **Services** to be provided by TCS to Customer is as described in **Schedule 2**. TCS will host on TCS's **Services Environment** at TCS designated location(s), and/or deploy on designated Customer systems at Customer designated location(s) identified in **Schedule 2**, the **TCS Application System**, for provision of such Services. TCS reserves the right to modify the **Services Environment** without impacting the **Services**. The Services may commence on the Service Commencement Date identified in Schedule 1, unless the Parties otherwise agree. If the Parties desire to modify the Scope of Services in **Schedule 2** in any manner, the Parties agree that such change, to **Schedule 2** and its corresponding change to other Schedules hereto shall be implemented in accordance with the Change Control Procedure defined in Schedule 5 hereto.

2.2 Permitted Use of Services: Customer's use of TCS Applications System shall always be subject to the **Licensing Conditions** stipulated in Schedule 3. In case the TCS Application System includes a third party software (identified in **Schedule 2**), and where such third party licensor requires Customer to sign a license agreement, the Customer agrees to execute such third party software license agreement, which shall prevail upon any conflicting provisions herein. Such third party software license agreement shall become a part of this Agreement.

3. Obligations of Customer:

Customer undertakes to comply with all the access authorization and access controls for the Customer's access to the Services Environment as may be prescribed by TCS. Customer shall limit the access to Services Environment only to the Authorized Users. Each Authorized Users shall follow the security policies and rules as have been notified by TCS. Customer acknowledges that the Services offered by TCS under this Agreement are not the data processing services but are in the nature of information technology infrastructure and application services for Customer's own data processing and business use only and agrees that the Customer shall not, in any way, commercially exploit the Services otherwise. Customer shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. The Customer shall notify TCS immediately of any unauthorized use of the Services or Services Environment. Customer undertakes that all Customer Data will not infringe the intellectual property rights of any third party.

4. Proprietary Rights

All rights, title and interests in and to the Services Environment, TCS Application System and any other material used by TCS in the provision of the Services shall exclusively belong to TCS or its licensors ("TCS Proprietary Material"). Any and all **Intellectual Property Rights** with respect to the Services and the TCS Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to TCS or its licensors and the Customer shall not be entitled to claim any rights therein. Customer agrees that TCS shall have the right to list Customer name in its marketing material and use Customer logo with respect to such listing and for reference purposes. The Customer acknowledges that the provision of the Services hereunder by TCS shall be on a non-exclusive basis and TCS shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude TCS from providing such services or performing such obligations to its other clients.

5. Compensation

In consideration of the Services hereunder, the Customer shall pay TCS the fees and expenses ("Charges") as specified in Schedule 4. All amounts payable to TCS are exclusive of any Taxes. Customer shall be entitled to deduct from applicable payments to TCS, any tax on TCS' income deductible at source at the rates applicable as per the provisions of Income Tax Act 1961 and provide TCS with evidence or certificate of payment of such tax to the taxing authorities. TCS shall submit invoices to Customer in accordance with the payment schedule in Schedule 4. Customer shall remit payment to TCS within thirty (30) days from the date of invoice. TCS shall invoice and Customer shall make payment, in advance, in accordance with the billing period specified in Schedule 4. If any invoice remains unpaid after the aforesaid period, TCS shall be entitled to recover the unpaid invoices with interest @ 1.5% per month calculated from the payment due date until the recovery is made in full with interest and/or suspend the Services.

6. Representations And Warranties

TCS warrants that the Services will be provided in a skillful and workman like manner and in conformity with the scope described in Schedule 2. Notwithstanding the aforesaid, any Services which are provided by TCS free of charge or are otherwise not chargeable shall be provided on an 'AS IS' basis without any warranties whatsoever. Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party. EXCEPT AS SET FORTH IN THIS CLAUSE, TCS MAKES NO WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER OR UNDER SCOPE OF WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS

FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY TCS.

Customer warrants that, it shall provide all information, material, data and other assistance (including knowledge transition) required by TCS to enable TCS to provide Services to the Customer in accordance with this Agreement. Customer warrants that it shall limit the access to TCS Application System and Hosting Environment only to the Authorized Personnel. Further, Customer warrants that each Authorized Personnel shall follow the security policies and rules as have been notified by TCS. Customer further warrants that the Services are for Customer's own business use only and agrees that the Customer shall not, in any way, commercially exploit the Services otherwise.

Customer warrants to TCS that the materials, data, information and other assistance ('Customer Materials') supplied to TCS or uploaded by Customer on TCS Application System for the purpose of execution of the terms of the Agreement are either Customer owned properties or are properties obtained by Customer under proper intellectual property licenses. Customer further warrants that the said Customer Material provided by Customer or uploaded by the Customer on TCS Application System shall not infringe any intellectual property rights or proprietary rights of any party. Customer further warrants to TCS that Customer Material supplied to TCS or uploaded by Customer on TCS Application System shall not violate any applicable laws and regulations. If the Customer Materials supplied by Customer or uploaded by Customer on TCS Application System are found to infringe the intellectual property rights of any party or is in violation of any law or regulation, then Customer shall defend TCS and its directors, officers and employees from and against any such suit, claim, proceeding and indemnify and hold TCS harmless against all judgment, damages, costs, fine, penalty and expenses (including, reasonable attorney fees). This clause shall survive the termination of this Agreement. However Parties agree that, TCS shall have the right and license to use the Customer Materials for support, testing and enhancement

7. Limitation of Liability

Neither Party shall be liable to the other for any special, indirect, incidental, consequential (including loss of revenue, data and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if the Party has been advised of the possibility of such damages. The total aggregate liability of either party under this Agreement shall not exceed the amount paid to TCS by the Customer for the Service that gives rise to such liability during the twelve month period immediately preceding such claim. The limitation on any Party's liability herein shall not apply to liability for damages, resulting from (i) the willful misconduct; and (ii) breach of the license conditions and obligations in respect of use of TCS Application System. TCS shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of Customer to perform any of Customer's obligations. In such event, TCS shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge the Customer for additional costs incurred, if any, as may be mutually agreed upon between the Parties. With respect to Managed Services, it is agreed between the Parties that TCS shall not be liable for any operational losses sustained or incurred by the Customer

8. Confidential Information

Each Party (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. In addition, the Receiving Party (i) shall take all such steps to

prevent unauthorized access to the Disclosing Party's Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, (ii) shall not use the Disclosing Party's Confidential Information, or authorize other persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder, and (iii) shall require all persons and entities who are provided access to the Disclosing Party's Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions substantially similar to those set forth in this Clause 8. The provisions of this **Clause 8** respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

9. Processing Norms

Both Parties acknowledge and agree that the provision of certain Services under this Agreement may require TCS to interact with the clients and suppliers of Customer relating to the Services as special agent for and on behalf of the Customer and/or to process transactions, in accordance with the general or special guidelines, norms and instructions ("Processing Norms") provided by Customer and agreed by the Parties. TCS shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and TCS shall incur no liability for claims, loss or damages arising as a result of TCS's compliance with the Processing Norms. Customer agrees to indemnify, defend and hold TCS and its affiliates, their officers and employees involved in the Services, harmless from any and all claims, actions, damages, liabilities, costs and expenses, including but not limited to reasonable attorney's fees and expenses, arising out of or resulting from TCS' compliance with Processing Norms and the Customer's liability arising out of this Clause shall be outside of the liability cap provided in Clause 7. Further, Customer shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data

10. Term And Termination

10.1 Term: The term of this Agreement shall commence on the Effective Date and continue for Contract Term specified in Schedule 1, unless terminated earlier in accordance with the provisions herein. The Agreement may be renewed for further term(s) on mutual agreement between the Parties.

10.2 Termination for Material Breach. Either Party may terminate this Agreement immediately by a written notice to the other Party (i) in the event of a material breach by the other Party, by a written notice immediately, if the breach is not curable and by a written notice of 30 days, if the breach is curable and is not cured within the said notice period; or (ii) in the event of any proceedings in bankruptcy, insolvency or winding up filed by or against the other Party or for the appointment of an assignee or equivalent for the benefit of creditors or of a receiver or of any similar proceedings.

10.3 Termination for convenience- Either Party may terminate this Agreement for convenience by providing a 90 days notice to the other Party.

10.4 Effect of termination. In the event of termination or expiry of this Agreement, (A) Customer shall (i) forthwith cease to access and/ or use any of TCS Application Systems and Services Environment; (ii) return to TCS any of TCS confidential and proprietary information and material in its possession; and (iii) purchase Equipment at the then market value or the written down book value in TCS books whichever is higher; and (B) TCS shall (i) return to Customer all confidential and proprietary information of Customer; (ii) if a third party software license is obtained specifically for the Customer under this Agreement and allows Customer to use such software after termination of this Agreement (as specifically identified in Schedule 2), then TCS shall transfer such third party software to Customer on an 'AS IS' basis. Any additional fee if applicable for such transfer shall be borne by the Customer.

11. Non Solicitation

Neither Party will, without the consent of the other Party, employ or offer to employ directly or indirectly any person engaged or previously engaged by the other in any capacity in relation to the project, during the subsistence of this Agreement and until a period of 24 months has expired after the termination or expiry of this Agreement

12. Miscellaneous Provisions

12.1 Independent Contractors and assignment. Each Party to this contract is an independent contracting entity and shall not be deemed an agent, legal representative, joint venture partner or partner of the other. Neither Party is authorized to bind the other to any third person. Customer shall not assign or transfer this Agreement or any obligations hereunder to any third party, without the prior written consent of TCS..

12.2 Governing Law and Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the laws of India. All disputes or differences whatsoever arising between the Parties, out of or in relation to the construction, meaning and operation or effect of this Agreement or breach thereof, shall be settled amicably. If, however, the Parties are not able to resolve such dispute or difference amicably, the same shall be referred for Arbitration to a sole Arbitrator to be mutually agreed upon, and failing such agreement to an Arbitration tribunal consisting of three arbitrators. Each Party will nominate an arbitrator and these two arbitrators by mutual agreement will appoint the third arbitrator to constitute the Arbitration tribunal. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act

1996. The Arbitration proceedings will be carried out at Mumbai and the award made in pursuance thereof shall be binding on the Parties.

12.3 Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, purchase order's, agreements and understandings between the Parties hereto, with respect to the subject matter hereof. Each Party acknowledges that it has not relied on or been induced to enter into this Agreement by, and to the extent permitted by applicable law, a Party is not liable to another Party in contract or tort or in any other way for, a representation or warranty that is not set out in this Agreement. This Agreement may be amended only by a written instrument signed by a duly authorized representative of each of the Parties. If any provision of this Agreement be held invalid or unenforceable by a competent court, such provision shall be modified to the extent necessary to make it valid and enforceable whilst preserving the intent of the Parties and all other provisions of this Agreement shall remain fully valid and enforceable unless otherwise agreed between the Parties. No provision of this Agreement nor any breach thereof will be considered waived by either Party, unless such waiver is in writing signed on behalf of that Party and no such waiver will constitute a waiver of, or excuse for any other or subsequent breach of this Agreement. Certain provisions of this Agreement which by their very nature ought to survive, shall so survive the termination of this Agreement.

12.4 Force Majeure: Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by any reason beyond its reasonable control, such as fire, flood, earthquake, elements of nature or acts of God, acts of state, strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action (a "Force Majeure Event"). The affected Party will immediately notify the other by reasonable detail of the Force Majeure Event. If a Force Majeure Event continues for more than 30 days, either Party may, by a written notice to the other Party, terminate this Agreement, without liability.

12.5 TATA Code Of Conduct: The activities of all TCS employees are governed by the Tata Code of Conduct, a copy of which is available at link <http://www.tata.com/aboutus/articles/inside.aspx?artid=NyGNnLHkaAc=> Customer agrees to make good faith efforts to notify TCS designated executives of any breach of the Tata Code of Conduct by any TCS personnel relating to this Agreement. TCS in turn, undertakes that it will maintain confidentiality of all communication received.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date(s) mentioned below, effective as of the Effective Date.

MODY EDUCATION FOUNDATION ("Customer")	Tata Consultancy Services Ltd. ("TCS")
By: _____	By: _____
Name: Dr Vinod Purohit	Name: Venguswamy Ramaswamy
Title: Joint Secretary	Title: Global head- TCS iON
Date:-	Date:-

EXHIBIT A

DEFINITIONS

“Agreement” means the Agreement for Services to which this Exhibit is attached, signed between the Parties hereto, and shall include all Exhibits, Schedules, and other attachments attached thereto or referenced therein.

“Authorized Users” means only those individuals working for and on behalf of Customer, or for Customer's clients, or individual clients of Customer identified in **Schedule 2**, who have a bona fide need to have access to TCS Application System in connection with the use of Services by Customer under this Agreement.

“Customer Data” means all applicable information, data and materials furnished or made available to TCS and/or introduced in the Services Environment by or on behalf of Customer, using the TCS Application System and/or Services.

“Confidential Information” means and include all business strategies, plans and procedures, proprietary information, software program, documentation, tools, processes, methodologies, data and trade secrets, information relating to customers, employees, or business partners, and any other designated confidential or proprietary information and materials of the Disclosing Party, its affiliates, clients or suppliers, that may be received or obtained by the Receiving Party as a result of this Agreement. The terms “Disclosing Party” and **“Receiving Party”** shall have the meaning assigned to each of them in Clause 8.

“Contract Term” means the period of contract specified in **Schedule 1**.

“Computing Environment” shall mean Customer's computer, hardware, software and operating environment as identified in **Schedule 2**, on which the TCS Application System or component thereof shall be installed for Customer's use in accordance with the Use Terms in **Schedule 3**.

“Effective Date” means the date on which this Agreement has come into effect, as identified in **Schedule 1**.

“Equipment” means certain hardware/software (including networking hardware (MPLS) and software) items identified, if any, in Schedule 2, to be supplied or made available by or on behalf of TCS, outside the Hosting Environment, for use by Customer's Authorized Users strictly for accessing TCS Application System for the purpose of availing of the Services hereunder.

“Hosting Environment” means TCS's servers within the facilities and environment managed and utilized by TCS to provide the Services to Customer, including all software, servers, hardware, networks, equipment, and telecommunications facilities and the technology installed within such environment and as described **Schedule 2**.

“Intellectual Property Rights” means any and all intellectual property rights and industrial rights of any kind, including without limitation, copyrights, patents, trademarks, design rights and trade secrets and any other form of related protection, statutory or otherwise, wherever in the world subsisting, whether registered or not.

“Licensing Conditions” means the terms and conditions applicable for use of the respective items of TCS Application System or third party software, as identified in Schedule 3.

“Services” means the services to be performed by or on behalf of TCS under this Agreement as specified in scope of Services in **Schedule 2**.

“Services Environment” means collectively or severally (as the context may require) the Hosting Environment, TCS Link and Equipment.

“Taxes” means any sales, use, value added tax, service tax or any other taxes of similar nature or any similar, additional or replacement duty, levy or tax applicable to or in connection with the charges payable or Services rendered under this Agreement, other than tax based on TCS's income.

“TCS Application System” means the specific software applications/solutions whether owned or licensed by TCS identified in **Schedule 2**, which TCS will either host on its Services Environment and/or install on the Customer Environment for the provision of Services under this Agreement. TCS Application System includes, without limitation, proprietary software programs, processes, algorithms, user interfaces, know-how, techniques and other tangible and intangible technical material or information and the technology installed within TCS Application System.

“TCS Link” means a link either by way of a link located at a URL or a physical port prescribed by the TCS in **Schedule 2** established, provided and maintained by TCS, as part of the Services, for connecting to TCS Application System.

SCHEDULE 1
CONTRACT DETAILS

A. The details of the Customer are as follows:

<u>Company Name</u>	<u>Registered office address</u>	<u>Details of Contact person</u>
<u>MODY EDUCATION FOUNDATION</u>	<u>MODY EDUCATION FOUNDATION, NH-11, LAKSHMANGARH, Sikar, Rajasthan, 332311</u>	Name- Dr. A. Senthil Designation- Professor & Assistant Dean Contact No- 9636460650 Email Id- asstdean.set@modyuniversity.ac.in, asenthil.cet@modyuniversity.ac.in

<u>Contract Term</u>	<u>Effective Date</u>
5 years from Effective Date	3 rd May 2021

SCHEDULE 2

Scope of Services

I. TCS Application systems

TCS will provide the following applications as Managed Services.

Managed Services:

TCS iON Admission Solution
TCS iON Academics Solution
TCS iON Exam and Grading Solution
TCS iON Administrative Services Solution
TCS iON Support Services Solution
TCS iON SIMS Solution
TCS iON Student CRM
TCS iON Visitor Management
TCS iON Venue Management
TCS iON Placement Bizapp
TCS iON Digital Learning

Under **managed services**, TCS will do all the configuration and get the system ready for use and customer shall carry out end user transactions:-

II. Scope of Services

Cloud Services

In a Cloud Services environment, business applications as part of the IT-as-a-Service will be hosted, managed and run at TCS Data centers in a secure environment. The customer can access their applications at the Data Centre through a network connection. These applications will be continuously updated by TCS to address the changing technology, business & market needs.

The scope lists the capabilities of the Solution(s). Together with Activation, Customer needs to agree on the capabilities relevant to its business which needs to be finalized.

Sr. No.	Solution Name	Hyperlink
1	TCS iON Admission Solution	https://www.tcsion.com/dotcom/TCSSMB/downloads/solution/scope/Admission_Module.pdf
2	TCS iON Academics Solution	https://www.tcsion.com/dotcom/TCSSMB/downloads/solution/scope/Academics_Module.pdf
3	TCS iON Exam and Grading Solution	https://www.tcsion.com/dotcom/TCSSMB/downloads/solution/scope/Exam_and_Grade_Management_Solution.pdf
4	TCS iON Administrative Services Solution	https://www.tcsion.com/dotcom/TCSSMB/downloads/solution/scope/Administrative_Solution.pdf
5	TCS iON Support Services Solution	https://www.tcsion.com/dotcom/TCSSMB/downloads/solution/scope/Support_Service_Solution.pdf
6	TCS iON Student CRM	Not Applicable
7	TCS iON SIMS Solution	https://www.tcsion.com/dotcom/TCSSMB/downloads/solution/scope/SIMS.pdf
8	TCS iON Visitor Management	Not Applicable
9	TCS iON Venue Management	Not Applicable
10	TCS iON Placement Bizapp	Not Applicable
11	TCS iON Digital Learning	https://www.tcsion.com/dotcom/TCSSMB/downloads/solution/scope/LX.pdf

- TCS iON will provide Self Services dashboards for stakeholders to view and undergo transactions. In addition, there is mobile application (with AS IS mobile supported use cases), namely, mTOP (which can be downloaded from Android Play store and iOS App store) which can also be used to undergo key transactions.
- Equestrian, Horticulture and Dairy transactions can be handled through Finance and Accounting module and associated reports can be configured and scheduled.
- TCS iON will provide an API Integration with Smart card / Retail ERP during the implementation after finalization of vendor by Mody Education Foundation with mutual agreement
- For Alumni Management, TCS iON will develop a registration form with integrated payment gateway feature, the alumni who makes the payment for subscription fee as decided by the Mody Education Foundation subscription charges time to time ,the Mody Education Foundation will pay Rs 100/-+ Plus tax per annum to TCS during the monthly invoice. Every year the subscription to be renewed for continues services

TCS iON Student CRM

Student CRM is designed to handle the business process of lead management, for an educational institution. It is used to track the life cycle of lead (prospect candidate for courses offered by University) to applicant (Confirmed Student), via various communication and tracking tools. It also provides a strong role management module which enables an authorization framework within SCRM solution.

Student CRM is a Cloud Based Application, and hence supports hassle free upgrades with little or no downtime. Being a multi-tenant application, it supports tenant specific configurations like user language, organization language, time zones, and various other functional settings.

Key Features

- Customizable lead registration form for each client with institute banner and logo
- Direct lead creation and upload facility exists apart from lead registration process.
- Sleek looking Dashboard UI with authorization
- Track open leads
- Follow up can be conducted for selected leads
- View all the communication happened (or planned) between counsellor and lead in a timeline view.
- Lead/Applicant login to upload documents or send / view offline messages

TCS iON Visitor Management

The application is designed in a flexible way, and can be used to record and track details of visitors and the visit information. Using the Visitor Management Application, all details are stored in the system. The visitor's previous data is also stored along with the materials/devices carried. There is no need to enter the details again and the previous records can be retrieved, same data can be reused to make entries and also print the gate pass. Also the in time /out time capture is accurate along with the actual geo-location capturing. With this app even blacklisting of a visitor is possible which could not be done in manual process.

Key features

- Comprehensive Dashboard with charts and graphs and information at one glance.
- Design your own gate-pass.
- Create QR code and send it through SMS to visitor. During QR code can be scanned and visitor can be validated .
- Photo capturing functionality with pass print.
- Mobile and tablet support.
- Complete web based solution and anywhere access facility.
- Tool tips and captions are available for the flexible usability.
- Check-in and check-out control with a fix period of time.
- Quick glance about number of visitors per day based on their visiting status.

TCS iON Venue Management

The use case Generic Bizapp for Venue Management Process is to enable the Institutes/Organizations/Societies to enable the membership procurement/booking of the provided facilities online.

The high-level scope of Phase I of this use case is as follows:

- Membership Management (Member Registrations as well as Renewal of old memberships)
- Online Facility Booking System
- Check Availability
- Payment (Online and Offline)
- Manage Request/Search
- Workflow management (associated with a resource type or without it)
- PDF document configuration for a workflow
- Data Management (for validation as well as for resource allotment purpose)
- Resource Allotment system
- Reports Generation

TCS iON Placement Bizapp

Placement Bizapp is an application to conduct the placement drive smoothly for any organization. Three basic entities are present in this application which are-Student, Company and Admin/Employee. From capturing student data to creating drives and finally student being selected for any particular company, many major activities are being covered in this application.

This Bizapp has 3 major roles:

1. Admin Login
2. Student Login
3. Company Login

Roles and Responsibilities

TCS will be responsible only for configuring the system and all transactions will be done by the customer users.

	Responsibility	Common	Digital Campus	Digital Learning
Provide Inputs (in TCS pre-defined templates)	Customer	- User details: Learners, Employees - Other master data needed for configuration - Any data required as part of historical transactions for the currently active students	- Student Data - Academic Data - Award, Program, Subject, Batch details etc - Other module data like Fees, Books, hostel rooms etc - Administrative data like Employee, Payroll, Items, Vendors, Account Ledgers etc	Sample course content in electronic form
Setup & Configuration	TCS iON	- Configure the system - Upload data and setup masters - Configure Reports and Communications module for the standard reports required by customer - Provide support during go-live	Do complete initial configuration for all the contracted modules	Setup 5 course templates and courses
Training	TCS iON	Conduct "Train the trainer" type trainings for each module	Training on performing transactions in the system (total of 15 days day training program for all the modules for one batch of 10 to 15 employees)	Training on how to create courses, deliver courses and community posts (total of 3 days day training program for one batch of 10 to 15 employees)
System usage	Customer	User Management & Level 1 support to the employees and Students	- Perform transactions in the system - Run reports - Perform configuration changes based on user requests	- Creating courses - Loading learning content - Course/Assessment/Community Delivery
Processing & Reports	Customer	- Do all the transactions in the system - Run required reports	- Admission Processing - Marks Capture and Result Processing - Payroll Processing	Generate usage reports
Ongoing Support	TCS iON	None	Track and resolve all tickets raised by customer	Track and resolve all tickets raised by customer
Next Term / Next Year Configuration	TCS iON	None	Configure the system for next term/ year	None

Service levels:

Service availability rate at data center	98% based on quarterly review
Business Hours Support	Mon – Sun between 7:00 – 23:00 hours

Exclusions:

The calculation of the SLA excludes events such as:

- The event has occurred as a result of a Force Majeure or during the implementation of any disaster recovery procedure.
- Any activities and/or outages mutually agreed upon by the parties (planned scheduled downtime).
- The last mile access (Network that connects customer location and Network Service Provider's Point of Presence) or broadband access that is not provided or managed by TCS or its authorized agents.
- The failure of a customer's application, equipment or facilities including any third party equipment.

- Trouble Tickets associated with new installations or upgrades.
- An interruption where the customer elects not to release the service for testing and repair and continues to use it on an impaired basis.
- Interruptions during any period where TCS or its agents are not allowed access to the Customer premises where the access lines are terminated.

Out of Scope:

TCS is not responsible for any software not provided by TCS
Touch Services is out of scope

Support:

TCS will ensure break-fix support to the applications mentioned in scope of services. Any change request will be administered separately. TCS Support desk can be reached by any of the following:

Toll Free Number	1-800-209-6030
E-mail	ion.servicedesk@tcs.com

Training:

For Managed Services

- TCS will provide training to the key users on the transactions, using “train the trainer” approach. (No configuration training would be done).

Data Migration:

- Transaction Data migration from existing system of Customer to TCS system is out of scope and will be charged additional and can be taken up on mutual agreement between TCS and Customer.
- However Master data can be uploaded into the new system if customer can provide the data in the format of data templates provided by TCS or TCS can open the system to the customer prior to go-live to enter the master data.

I. TCS Designated locations:

TCS will host its applications from TCS Data Centre.

II. Customer designated locations:

None

III. 3rd party software incorporated in TCS Application System:

None

IV. 3rd party software (if any) obtained specifically for the Customer and to be used by Customer even after termination of Agreement:

None

V. Authorized Users:

The employees (including temporary and contract employees) of the Customer that have been duly designated and authorized to use the TCS Application System

TCS point of contact:

Name: Yogesh Shah

Email: yogesh.shah1@tcs.com

Customer Change Champion & Single Point of Contact:

Name: Dr. A. Senthil

Contact 9636460650

Email: asstdean.set@modyuniversity.ac.in, asenthil.cet@modyuniversity.ac.in

VI. Target Environment:

1. Services Environment

a) Hosting Environment:

TCS will perform all necessary maintenance and support the operation of the Hosting Environment and the TCS Application System and to provide the Services in accordance with the agreed service levels. TCS will promptly investigate and will make all commercially reasonable efforts to remedy any failure of the Services, Hosting Environment, TCS Application System and/or the TCS Link (defined hereinafter) to operate in good working order in accordance with the provisions of the Agreement

b) **TCS Link:**

Not Applicable

c) **Equipment:**

Not Applicable

2. **Computing Environment**

TCS recommends the following as minimum configuration to be able to run the TCS application:

- Desktop System with 1 nos. of Intel processor – Dual Core/Core 2 Duo
- Windows XP Professional / Windows 2003 / Windows 7 Professional (32-bit version) Operating System
- Minimum 1 GB RAM
- At least 80 GB SATA disk
- 17-inch monitor
- Standard keyboard and mouse.
- MS Office in the desktops of for key users
- The supported browsers are , Firefox and Chrome (latest versions).

The network bandwidth sizing at customer site for accessing the TCS Solutions is expected to be approx 400Kbps for 20 concurrent users, once solution is launched, for non-video traffic. The customer will use their own Internet link, at their own expense, to access iON solutions. The customer will upgrade the network bandwidth as per growth in concurrent users.

VII. **Data availability at the various layers:**

- a. **Hardware Availability:** State of the art hardware (servers, storage, networking elements) configured in Active -Active or Active-Hot Standby mode ensures High Availability (HA) of our infrastructure elements.
- b. **Application Availability:** All application components (Web, Application, Database) are configured in Active-Active mode. This ensures that the application, as well as data is available to the customers with high availability.
- c. **Data Availability:** The deployment architecture ensures that the same data is available on multiple servers. In the event of data issues, data can be recreated with no data loss from the other servers.
- d. **Backups:** Backups are taken every day and retained for varying periods of time (daily, weekly and yearly). Backed-up data is available off-site. Backup recovery tests are performed at regular intervals to ensure integrity of backups.
- e. **Data Format:** In the event of termination of this Agreement TCS shall give the customer data in either CSV or XLS format in CD or through file transfer, based on a written request by the Customer on what data is required for them within 15 days of expiry or termination of Agreement. For data to be provided by TCS, all pending invoices should have been cleared by the Customer. Customer data will be retained for a period of 90 days from expiry of Agreement. After this period of 90 days, all data will be deleted from TCS records. In case customer data has to be extracted and provided within the first year of the Agreement, additional one time data extraction charges of 25,000 will apply.
- f. **Disaster Recovery:** A Disaster Recovery Data Center is in operation. Data from the primary data center is mirrored onto the DR Data Center near real-time. Operations will shift to the DR data center in the event of a catastrophic failure of the primary data center. In addition, customers have the ability to, at their convenience, login to the DR data center and verify data availability

SCHEDULE 3

Licensing Terms for TCS Application System

APPENDIX- I to Schedule 3

USE TERMS for TCS Application System (TCS proprietary)

These Use Terms will govern the Use by Customer of TCS Application System (more specifically described in Schedule 2), during the Contract Term of the Agreement for Services effective _____ ("Agreement") signed between Customer named herein below and Tata Consultancy Services Limited ("TCS").

1. DEFINITIONS

The following capitalized terms shall have the meaning set forth below for all purposes of this Use Terms:

"Target Environment" shall mean Services Environment or Customer Environment, as specified in the Schedule 2 with respect to each component of the TCS Application System. **"Services Environment"** has the meaning ascribed to it in the Agreement. **"Customer Environment"** has the meaning ascribed to it in the Agreement.. **"Use"** means using and/or accessing the TCS Application System by the Authorized Users, whether it is installed on Customer Environment or on the Services Environment, for the purposes of executing, processing, transmitting, transferring, loading and storing of data in connection with the Services rendered by the TCS under this Agreement, in terms of this Use Terms. All other capitalized terms used herein but not defined above, shall have the meaning ascribed to them in the Agreement.

2. USAGE RIGHTS AND RESTRICTIONS

2.1 Usage rights. (i) Subject to the terms and conditions set forth in this Use Terms, effective upon the installation of the TCS Application System by TCS or upon TCS permitting access to Customer of the TCS Application System through any means, TCS hereby grants to Customer the right to Use as specifically permitted under this Use Terms and to permit Authorized Users to Use the TCS Application System during the Agreement for Contract Term. The foregoing does not (a) authorize installation of the TCS Application System other than on Target Environment, (b) permit Use of the TCS Application System for any purpose other than as permitted under this Use Terms, or (c) permit Use of the TCS Application System to any Person other than Authorized User. Any extension or change of the contractual use of the TCS Application System requires TCS' prior written consent and authorization. Customer is responsible to ensure compliance with all usage restrictions and other applicable terms and conditions of this Use Terms by each Authorized User. Any breach or non-compliance of the terms and conditions of this Use Terms by any Authorized User shall be deemed to be a breach or non-compliance by Customer. Customer will indemnify and defend the TCS in respect of any breach of this Use Terms to the extent that such breach arises from any act (or failure to act) by the Authorized Users. (ii) The usage rights granted herein and the provisions of this Use Terms do not grant or convey to Customer any ownership rights and interest or title in or to the TCS Application System any Intellectual Property Rights therein nor do they permit Customer to make derivative works or to make copies of the TCS Application System. To the extent that TCS Application System consists of any software codes, such material, when delivered to Customer pursuant to this Use Terms, shall be delivered by TCS in Object Code form only and Customer shall not have any right or license with respect to the Source Code or data base design of the TCS Application System.

2.2 Proprietary and Confidentiality Markings or Notices. Customer shall retain all of TCS's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on the TCS Application System. Customer shall not, permit any Authorized Users or other persons to, remove, alter or otherwise render illegible any of TCS's Logo, Trademark, Copyright notice or other proprietary or confidentiality markings that may be placed on the TCS Application System or components thereof provided to Customer hereunder. Customer shall not remove or alter TCS's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on all copies of the TCS Application System or any part thereof including the documentation.

2.3 Restrictions on Copying. Copying of the TCS Application System is prohibited except with TCS's prior written consent and authorization. Neither Customer nor any Authorized User is authorized to sell, license, sublicense, distribute, assign, transfer or distribute or timeshare the TCS Application System or otherwise grant any right under this Use Terms to any third party (other than Authorized Users). Any attempted sale, licensing, sublicensing, distribution, marketing, assignment or time sharing including by interactive cable or remote processing services or otherwise shall be null and void. Customer is not entitled to, and shall not make or permit others to, reverse engineer, disassemble, de-compile, recreate, enhance or modify the TCS Application System or any part thereof or to create enhancements to or derivative works of the TCS Application System or any portions thereof.

2.4 Trademarks. Customer will have no rights in any trademarks or service marks or trade names adopted by the TCS and/or its licensors for the TCS Application System or any part thereof.

2.5 Breach. Should the TCS Application System be Used beyond the Use rights by Authorized Users as set out in this Section 2, TCS shall notify Customer in writing requiring Customer to cure the breach of Use Terms and if Customer does not cure such breach within 10 days (or such other period that the TCS may permit upon Customer's request), of receipt of written notice from TCS then TCS shall be entitled to terminate the Use rights granted hereunder in respect of such TCS Application System, without prejudice to any other rights or remedies TCS may have under this Use Terms or otherwise.

3. OWNERSHIP AND PROPRIETARY RIGHTS

Customer acknowledges and agrees that TCS does and will continue to own all Intellectual Properties and Intellectual Property Rights in or attached to the TCS Application System, including without limitation, in or attached to any enhancement and upgrades and any derivative works thereof even if made for, by or on behalf of Customer. Nothing contained herein shall be construed as a transfer, assignment or conveyance by TCS to Customer of the ownership or title to the Intellectual Property or Intellectual Property Rights in or attached to the TCS Application System or any enhancements, upgrades or derivative works thereof.

4. MISCELLANEOUS

In the event of any conflict between the provisions of this Use Terms and those in the Agreement for Services or the Agreement, notwithstanding any contrary provision anywhere else, Customer and TCS specifically agree and acknowledge that the provision of this Use Terms will prevail with respect to the TCS Application System.

MODY EDUCATION FOUNDATION ("Customer")	Tata Consultancy Services Ltd. ("TCS")
By: _____	By: _____
Name: Dr Vinod Purohit	Name: Venguswamy Ramaswamy
Title: Joint Secretary	Title: Global head- TCS iON

SCHEDULE 4
FEES FOR SERVICES

SrNo.	Solution Name	Minimum Users	Type of Users	Frequency
1	TCS iON Admission Solution	3,000*	Students/Employees	Monthly
2	TCS iON Academics Solution			
3	TCS iON Exam and Grading Solution			
4	TCS iON Administrative Services Solution			
5	TCS iON Support Services Solution			
6	TCS iON Student CRM			
7	TCS iON SIMS Solution			
8	TCS iON Visitor Management			
9	TCS iON Venue Management			
10	TCS iON Placement Bizapp			
11	TCS iON Digital Learning			

Description	Amount
Set-Up Fee	(Rupees 7.25 Lakhs. 50% of the Set-Up Fee will be due at the time of signing the contract. The rest 50% will have to be paid within 4 months or post completion of implementation whichever comes earlier)
Access to TCS Solutions	Rs. 125 /- Per User Monthly Price (PUMP)
Alumni management (Ten Digital Communities)	Rs. 100/- per Alumni per year

- *The minimum user billing count is 3,000 users every month (in reference to Contract shared for MODY UNIVERSITY OF SCIENCE AND TECHNOLOGY) during the term of contract.
- Incremental users above 6000 (in total) will be charged at a discounted rates as per the table listed below

Number of Users		
Minimum	Maximum	Discount % on PUMP
6001	8000	1%
8001	10000	1.5%
10001	12000	2.5%

- Set-Up Fee will be due at the time of signing the contract and is non-refundable. Customer Set-Up includes a) datacenter and solution provisioning and b) training. If additional users are added during the contract Term, Set-Up Fees for the new users will be charged. This will be calculated on the basis of 4 months Subscription Fees
- If Mody University have to conduct Online Proctored Examination, then that can be provisioned and configured at a mutually agreed additional cost.
- In addition to the current institutions and awards implemented by customer under this contract, if any new institution or award is added off campus during the tenure of the contract, then a setup fee will be charged for the additional efforts in configuration / customization during the implementation of these new institutions and awards. This shall be charged as per the clause on setup fee.
- TCS will raise Monthly invoice for 100% of the Recurring Charges for minimum user count or for actual number of users in the system, whichever is higher
- Partial usage of the modules in scope will not affect subscription invoices and will be always at 100% of the charges.
- Full invoicing will commence from the third (3rd) month of subscription/signing the contract i.e. no invoice will be generated for 1st and 2nd month after signing the contract.
- All the mentioned charges are exclusive of taxes and duties.
- The Customer will make the payment within 30 days from the date of Invoice. TCS prefers electronic mode of payment.
- These prices are applicable for locations in India only and for a single instance in the data center.

- The price quoted is applicable for the version contracted for. All future versions delivered during the Contract Term are included in the price.
- For invoice generation purposes, the customer authorizes TCS to query customer data for the user count or any other billing parameter applicable as per the fee for services schedule. Invoicing will be done for all active users of the system. In case some users are no longer needed to be active, it is the responsibility of the customer to de-activate any such users so that such inactive users are not billed.
- The number of sites and user base served may grow during the service term. The customer will share with TCS the expected growth plans, to allow TCS sufficient lead time to plan for additional capacity and deployment. Any growth beyond the numbers stated above becomes billable from the month in which the systems capture either master or transaction data for the increased user base.
- Customer is responsible for any 3rd-party costs for Integration items in scope, For example, if SMS integration is in scope, customer is responsible for the cost of subscribing to an SMS package from an authorized telecom provider.
- Implementation will only be on as-is capability basis. No change request will be accepted as TCS obligation as part of contract. Non implementation of a change request cannot be the basis for non-payment of subscription invoice. Any change requested by customer, will be analyzed for feasibility. If found feasible, the change will be done as part of product roadmap development and additional charges and timelines will be mutually agreed upon. If customers had asked for some changes to the system and these changes were either not done or completed after some time, and this has resulted in delayed implementation of some of the capabilities, customer cannot ask for waiver of complete or portion of the invoices citing the lack of usage of certain modules or capabilities.
- Existing reports are listed on <http://www.tcsion.com>
- For implementation and on-going support, TCS will provide One (1) Onsite Project Manager at Customer location. The manpower charges are bundled into the subscription pricing.
- TCS can make available a trained iON data management executive to support customer's data migration, data entry, operating basic functions in iON at a cost of INR 50,000 per month. The management and monitoring of this executive will be done by the customer
- TCS iON works on perpetual beta model in which generic enhancements are introduced in the solution capabilities on half yearly basis at no cost for the institution.
- On Customer request, if non-local Specialist Consultants have to travel to any of the Customer locations, Customer will provide to and fro airfare from TCS location to that location, boarding and lodging expenses for the duration of deputation as well as local transportation facility (one or all of the expenses, as applicable). These expenses will be claimed on the basis of reports submitted by TCS accounts department to the Customer.
- ERP implementation is a transformation initiative. TCS recommends that customer identify a Change Champion to work closely with TCS and drive the initiative. Customer may also incur additional effort through support for providing data, undergoing training, doing transactions etc. These efforts cannot be claimed as costs from customer side and claimed as damages in the unlikely event of any termination or contract closure.
- The total contract value shall not exceed INR 10 Crores during the contract term. For any increase in the contract value Customer and TCS shall mutually agree to sign an amendment or change request.
- During the Contract Term (5 years) Monthly Recurring Fees shall be increased by 3% of the existing price on every anniversary of the Agreement, applicable from start of Year 3 of the agreement.
- The Customer will make the payment within 30 days from the date of Invoice (other than Set-Up Fee). TCS prefers electronic mode of payment. Payment of the monthly subscription invoices are a pre-condition for the continuation of usage of TCS Application Systems and services. If the invoices are not paid within the due dates, TCS reserves the right to suspend customer user access to the TCS Application Systems after giving an e-mail notice of 15 business days. The access to the TCS Application Systems will be restored by TCS upon the payment of all the outstanding invoices, as per the contract terms. TCS may take at least 1 business day from the date of credit of the amounts in TCS bank accounts to restore the access back. Continued non-payment of iON invoices will lead to termination of iON services. Upon termination of services due to non-payment of invoices, customer data will be retained for 90 days, within which customer is expected to clear all the outstanding invoices and request for the data and TCS will provide the same in CSV or XLS format. TCS may start contract renewal discussions 30 days in advance of contract expiry. It is expected that TCS and Customer will agree on renewal contract terms and sign the renewal contract, before expiry of the current contract term. Non-renewal of contract may lead to suspension of iON services on expiry of current contract.
- Subscription to iON services are on a continuous basis. Customer cannot suspend usage for few months in between and ask for waiver of invoices for those months, as the data and configuration still continue to be supported to TCS even during the period of non-usage.
- Standard Rate card for Technical Service Requests (SRs) and change requests (CRs). Customer can raise tickets for these enhancements and issue a written email confirmation, based on which additional invoicing will be done for these SRs and CRs.
- For such technical services requests and change requests, every SR, CR and incremental changes to SR, CR are considered chargeable as per Rate Card below
 - Customer will raises an SR, CR in the ticketing system
 - TCS iON team will provide a cost estimate in line with the table below and completion timeline
 - If customer is OK with the cost estimate and timeline, customer will provide a written email go-ahead to TCS iON
 - Post this, TCS iON team will plan and complete the development and make the change live.
 - Every such accepted SR, CR will become chargeable as per Rate Card below

- Rate card for Technical Service Requests

Category	Work Item	Rate Card (INR)	SR Effort in PERSON DAYS	Notes
Platform Customization	Normalization Class	50,000	10	Per normalization class
	Promotion Class	50,000	10	Per promotion class
	Post Processing of results	50,000	10	Per post processing class
	Other classes	25,000	5	Other areas not covered in above 3
	Certificate Design	50,000	10	This includes report card, mark sheet, degree certificate, provisional certificate, migration certificate etc. Cost is per certificate design. Additional 25K charges for printing on pre-printed stationary
	Hall Ticket Design	25,000	5	Additional 25K charges for printing on pre-printed stationary
Letters	Letters - Simple using Letter module	25,000	5	Additional 25K charges for printing on pre-printed stationary
	Letters – Complex using dynamic generation	50,000	10	
Payroll Config	Paycode Configuration	25,000	5	Custom paycode configuration in payroll module
ID Cards	Templates that do not have additional rules like ID card	25,000	5	Eg. ID Card, Bar Code etc
	Cheque Printing	15,000	3	
Custom Reports	Macro Reports – Simple	25,000	5	Per report
	Macro Reports – Complex	50,000	10	Per report. Multi tab, Combining few ODRs, Complex Logic
	Modification to Existing Reports	25,000	5	Modification to any report that had earlier been developed by us.
Workflow	Modification to existing default workflows	25,000	5	Default workflows available across HRMS, Payroll, F&A, CMS Solutions. These relate to modification to the default workflows, if required by customer
E-Forms	New Eform with existing Payment Gateway	50,000	10	Any new on-line form requested by customer, using one of the existing payment gateways or a form without payment integration
	New Eform with NEW Payment Gateway	1,00,000	20	Any new on-line form requested by customer, using a NEW payment gateways
System Change Requests E-Forms	Simple Change	50,000	10	System Change Requests will be analyzed for feasibility. Where feasible, changes will be taken up as part of roadmap development on additional charges
	Complex Change	1,00,000	20	
Customer specific Product Enhancements	Custom Enhancement to Product Capabilities – Minor	50,000	10	Any custom change requested in the product by customer and which is specific to customer, and which is accepted by TCS post feasibility analysis
	Custom Enhancement to Product Capabilities - Major	1,00,000	20	Any custom change requested in the product by customer and which is specific to customer, and which is accepted by TCS post feasibility analysis

SCHEDULE 5
CHANGE CONTROL PROCEDURE

Either Party may request a change in the scope of Services or deliverables but no such change shall be effective and binding unless such changes are documented in a change control document in the format described in Annexure A below ("Change Control Document") and signed by both parties.

If Customer desires to propose a change in Scope of Services, Customer shall deliver to TCS a change request in writing, describing the changes proposed. Promptly following TCS' receipt of Customer's change request, TCS shall submit a written change order proposal to Customer. If TCS desires to propose any change, TCS shall submit to the Customer a written description of the change in the form of a proposed change order for Customer's review and approval. Any change order document prepared by the parties shall include, among other items, an estimate of additional charges to Customer, if applicable, for the modified Services, any additional software or other material required to implement the change and any expected impact on the time schedule or service levels under the Schedule 2.

On Customer's written approval of the change order document submitted by TCS the parties shall sign the Change Control Document whereupon the Scope of Services in Schedule 2 and any other relevant Schedule(s) shall be deemed to have been amended by the change order.

No change to any Scope of Services shall be binding on the Parties unless the Change Control Document has been signed by authorized representatives of each party.

Annexure A to Schedule 5

Change Request No.: _____

Date Initiated: _____ Date Approved _____

Project: _____

Description of Change:

Following are the changes/additions agreed to:

- a) Schedule 2
- b) Schedule 4

Approved with Changes

Tata Consultancy Services Limited

Authorized Signatory

Date

Customer

Authorized Signatory

Date