220-A

QS I-GAUGE

PROPOSAL FOR QS I-GAUGE RATING - UNIVERSITY

K.R. MANGALAM UNIVERSITY
THE COMPLETE WORLD OF EDUCATION

K.R. Mangalam University, Gurugram

5 March 2025

Registrar
K.R. Mangalam University
Sohna Road, Gurugram (Haryana)

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Introduction & Objectives

This proposal and its addenda outline plans to deliver deeper competitive awareness to the client institutions through provision of a QS I-GAUGE service allowing K.R. Mangalam University, Gurugram to be evaluated against 9 criteria:

- Provide an introduction about QS-ERA, QS I-GAUGE and the procedures of engagement
- To outline QS I-GAUGE service and its key benefits
- Outline the project plan and timeline
- Provide an overview of the costs involved and the invoicing schedule

About QS-ERA India Private Limited

QS-ERA India Private Limited is a revolutionary joint-venture between QS Quacquarelli Symonds Ltd. of the United Kingdom and India's ERA Foundation. Conceived as an independent private-sector initiative, QS-ERA brings together the global expertise, experience and reputation of QS, and the deep local knowledge and partnership network of the ERA Foundation. Based in Bangalore, QS-ERA produces the QS I-GAUGE university and college rating tools, which captures the essence of the dynamic Indian higher education system and conform to international standards and best practices.

About QS I-GAUGE

QS I-GAUGE is a brand incorporated in India as an independent private-sector initiative specialised in rating colleges, universities and schools. It brings together the global expertise, experience and reputation of UK based QS (Quacquarelli Symonds), along with deep local knowledge of luminaries from Indian higher education.

Based on the globally recognised QS Stars University rating system developed by QS, QS I-GAUGE has been adapted to capture the reality of the dynamic Indian higher education sector, while at the same time maintaining the strict quality standards that are synonymous with the QS brand.

QS I-GAUGE is a comprehensive and independent rating system for Indian colleges, universities and schools. Consisting of seven core criteria and six advanced criteria, ranging from Teaching and Learning, Employability and Social Responsibility to Research and Innovation, the QS I-GAUGE rating provides a unique 360-degree perspective of Indian institutions of higher learning.

Benefits

- Recognition of your institution's excellence across many areas.
- Improves international recognition and allows your institution to reach out to more students.
- Increased web Presence
- Increased media awareness
- May be used as an auditing tool to help improve performance.
- Highlights institutions not traditionally well placed in the rankings

QS quality control

QS maintains complete operational control and supervision on the processes. Each rating produced is strictly monitored for quality control by the QS Intelligence Unit in London. This is the same team that produces the authoritative QS World University Rankings (since 2004) and related regional and subject rankings, as well as the globally recognised QS Stars university ratings system. Close supervision by QS IU ensures the independence, quality and integrity of the ratings, leading to their global recognition.

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QS I-GAUGE ratings methodology is subject to review by the Advisory board from time to time to ensure adherence to high quality standards based on national/global benchmarks as advised by product & domain experts from the academia. Based on recommendations from the Advisory board, the methodology may undergo modifications or recalibration exercise for continuous improvement in our services.

Scope of Work

QS I-GAUGE is a new initiative that works as an auditing tool for your institution. QS-ERA will conduct an evaluation of K.R. Mangalam University, Gurugram, the data will be collected by QS-ERA and evaluated against 9 criteria used with the methodology among:

Core criteria:

- Teaching & Learning
- Faculty Quality
- Employability
- Diversity & Accessibility
- Facilities
- Social Responsibility
- Governance & Structure

Advanced criteria: (any two)

- Arts & Culture
- Entrepreneurship
- Research (mandatory for Universities)
- Innovation
- Internationalisation
- Academic Development

The QS I-GAUGE Overall ratings can be classified under six badges in ascending order of performance from Bronze to Platinum+. **Research** is a compulsory criterion for all Universities. To avail **Platinum** badge, the institution **must score Diamond** badge in all core categories for **Colleges**. For **Universities**, in addition to all core categories, they must score **Diamond** badge in **Research**.

The principal objective of this audit is to provide institutions with an opportunity to highlight their excellence, specialisation, strengths, and output to a wide audience.

Deliverables

QS-ERA will provide a report of the evaluation, namely The QS I-GAUGE Development Roadmap, indicating the institutions overall result and performance within the audit as well as highlighting key strength and key areas of improvement.

- Electronic delivery of the QS I-GAUGE Institutional Scorecard (Adobe Acrobat PDF)
- Electronic delivery of the QS I-GAUGE overall and category badges (gif, jpg)

Timeline

Upon receipt of this contract, QS-ERA will initiate the data collection process; K.R. Mangalam University, Gurugram will be given a 6-week period to provide QS-ERA with the data. The QS I-GAUGE Development Roadmap and the QS I-GAUGE badges will be delivered 8 weeks upon receipt of final data or no later than 14 weeks after data collection is initiated.

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Schedule & Fees

The schedule below shows the pricing; prices are in INR Indian Rupees

QS I-GAUGE Audit & License fees - K.R. Mangalam University, Gurugram		
QS I-GAUGE Audit Fees - University	**QS I-GAUGE Rating and Two-Year License usage (University) - K.R. Mangalam University, Gurugram**	**₹ 9,77,500/-***

** GST @ 18% is applicable on the service provided.*

Includes:

- One audit per University
- Audit is for one campus only (per institution)
- Two-year license and badge usage for QS I-GAUGE Audit
- Full page institutional profile in annual QS I-GAUGE 'Hall of Fame' book 2025/2026 edition
- Dedicated profile on website and publicity on social media channels

Payment Terms: 100% advance upon sign up

Authorisation

K.R. Mangalam University, Gurugram agrees to the scope of work as outlined on the above proposal dated 05 March 2025. QS-ERA is directed to proceed with the scheduling as outlined on the proposal.

By signing this proposal, you agree to be bound by our Standard Terms & Conditions of Service set out below.

Upon receipt of the signed authorisation, we will schedule the work and invoice as per the above schedules and timeline.

This proposal is valid for 30 days.

Item	Contract Value
QS I-GAUGE Audit Fee - University	INR 9,77,500/- (Nine Lakh Seventy Seven Thousand and Five Hundred only)

Signed: _____
For and on behalf of K.R. Mangalam University, Gurugram

Signed: _____
For and on behalf of QS-ERA India Private Limited

Name & Position: Dr. RAHUL SHARMA

Name & Position: **Ravin Nair**, **Managing Director**

Date: 11.03.2025

Date: 05-03-2025

Please sign, scan and email signed authorisation along with all pages to us at ravin.nair@qs.com

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TERMS & CONDITIONS OF USE

This Agreement is entered between QS-ERA India Private Limited (Corporate Identification Number U80904KA2017PTC101140), with its principal place of business at 4th Floor, Nitesh Timesquare, 8, Mahatma Gandhi Road, Yellappa Chetty Layout, Sivanchetti Gardens, Bengaluru - 560001 ("QS-ERA"); and K.R. Mangalam University, Gurugram (the "Institution"), which has agreed to submit for the QS I-GAUGE programme, and the QS I-GAUGE Audit. This Agreement takes effect from the date on which the Services commence, or when you signify acceptance of these Terms & Conditions of Use, whichever is earlier.

1 Definitions

"Audit Date"	means the date mutually agreed upon during the orientation call between QS-ERA Analyst and the authorised representative of each institution for QS I-GAUGE Audit. If the audit date is not specifically mentioned by both parties, the audit orientation session conducted by QS-ERA is treated as the Audit start date.
"Audit Report"	means the completed written report, namely the Development Roadmap; detailing the findings and results of a QS I-GAUGE Audit.
"Data Entry System"	means the common database namely QS DATA INPUT FORM operated by QS-ERA on behalf of higher education institutions
"Expiry Date"	means the date on which the QS I-GAUGE Audit license will cease to be valid, which shall be two years from the date of release of the audit result unless specifically agreed otherwise in writing.
"Intellectual Property Rights"	means all intellectual property rights including copyright (in any software, QS I-GAUGE Audit Methodology and Questionnaires, operational manuals and reports), database rights, neighbouring rights and all rights in relation to inventions (including any program, system, procedure, process, formula or method of production), patents, registered and unregistered trademarks, registered and unregistered designs, trade secrets and confidential information.
"QS-ERA"	means "QS-ERA INDIA Private Limited".
"QS I-GAUGE Analyst"	means an analyst who is assigned by QS-ERA to conduct QS I-GAUGE Audits.
"QS I-GAUGE Audit"	means a biennial audit, undertaken by or on behalf of QS-ERA, of the Institution's characteristics that are identified as auditable within the QS I-GAUGE Methodology.
"QS I-GAUGE Badge"	means the badge/artwork that the Institution receives once the QS I-GAUGE Audit is complete; the QS I-GAUGE Badge will display the result of evaluation and can be used as a promotion tool.

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"QS I-GAUGE Methodology"	means the criteria, indicators and associated documentation governing the content of QS I-GAUGE Audits used by QS-ERA.
"Services"	means the services provided by QS I-GAUGE to the Institution under this Agreement, including without limitation the conduct and/or provision of the QS I-GAUGE Audit and the Audit Report.
"Working Day"	means any weekday, excluding Indian public holidays, between the hours of 1000 and 1700.

In this Agreement the following terms shall take the meanings ascribed to them:

2 General Terms

2.1 In undertaking the QS I-GAUGE Audit and making available Audit Reports, QS-ERA provides validation to prospective students and stakeholders as to whether or not the Institution has provided evidence of having appropriate facilities and resources in place in respect of the relevant auditable indicators. QS-ERA makes no warranties that the Institution has passed or been awarded a status in a QS I-GAUGE Audit nor that it will always provide the facilities or resources which were in evidence at the time of the QS I-GAUGE Audit.

2.2 QS-ERA will make the Audit Report available to the Institution in Adobe PDF format either by email or by loading the Audit Report in a private area online. QS-ERA will endeavour, to make the Institution's Audit Report available within eight weeks of the Audit Date (as defined below).

2.3 Subject to clause 6.3, QS-ERA will publish the result of the QS I-GAUGE audit through its websites, guides and other means deemed appropriate to reach prospective students and stakeholders.

2.4 The Institution agrees:

2.4.1 to answer questions put to it and to provide any relevant supporting materials or documents requested by QS-ERA as accurately and completely as possible such that the completed Audit Report reflects the status of the facilities and resources put in place by the Institution at the time of completion of the QS I-GAUGE Audit;

2.4.2 to submit the required data within the timeframe and manner indicated by QS I-GAUGE Analyst. If the Institution fails to do so then QS-ERA will have the right (but without prejudice to any other rights it may have) to suspend performance or delivery of the QS I-GAUGE Audit;

2.4.3 not to offer or give to any person employed by or on behalf of QS-ERA any gift or consideration of any kind as an inducement or reward for any act in relation to the performance of the QS I-GAUGE Audit. Any breach of this condition by the Institution (or by anyone employed by or acting on their behalf) in relation to the QS I-GAUGE Audit will entitle QS-ERA to terminate this agreement with immediate effect. Under such circumstances QS-ERA will not refund any fees received from the Institution.

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2.4.4 To ensure accuracy and verifiability of all data submitted to QS I-GAUGE with necessary evidence to corroborate the data.

3 Warranties

3.1 QS-ERA warrants that it will perform its obligations under this Agreement diligently and prudently in accordance with accepted good standards but accepts no liability for the accuracy or completeness of any information provided to it and used and/or supplied to the Institution in good faith.

3.2 The above constitutes the only warranty provided by QS-ERA in respect of the Services. It accordingly waives, in so far as it is permitted to do so by law, all implied guarantees and warranties including without limitation any warranty of satisfactory quality or fitness for a particular purpose, whether or not any specific purpose has been notified to QS-ERA by the Institution.

3.3 The Institution warrants that it is permitted to provide the Information disclosed to QS-ERA and that this Information is accurate and complete.

4 Fees, Audit Dates

4.1 QS-ERA will charge the Institution a fee for the QS I-GAUGE Audit which is to be carried out, based on the prevailing rates as determined by QS-ERA.

4.2 Following receipt of full payment of the Institution's relevant fees, a QS I-GAUGE Analyst will contact a designated member from the Institution to agree a suitable date on which to initiate the QS I-GAUGE Audit (the "**Audit Date**"). For an institution undergoing their first QS I-GAUGE Audit, the Audit commencement Date must fall within 30 days of the institution's first registration on the QS I-GAUGE scheme. For institutions renewing a previous QS I-GAUGE Audit, the Audit Date must fall on or before the Expiry Date of their previous QS I-GAUGE Audit.

4.3 The Audit Date must be agreed with the QS I-GAUGE Analyst within 45 days of the fees being received by QS-ERA. If the Institution is unable to agree upon a suitable Audit Date within the relevant periods stated in this clause, the Institution is required to submit a request for extension to commence QS I-GAUGE Audit. If the institution is unable to commence the audit process after completing the extension period, the audit will be completed with data/evidence available in the public domain and results will be released to the institution.

4.4 The institution is required to send a formal email to the audit team to request extension. An extension up to a maximum period of 3 months will be granted after which the institution is required to start the audit process. A delay of 2 weeks from the expiry of the extension date will be considered post which the audit team will proceed with the data evaluation based on available information in public domains (websites, Internet resources etc).

4.5 Where an institution is part of a group of institutions all receiving concurrent audits, these guidelines will apply to the receipt of full payment from all institutions in the group.

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QS-ERA may, but is under no obligation to, initiate QS I-GAUGE Audits on selected institutions from the group, prior to receipt of payment from the whole group.

5 Cancellation, Administration Fees

5.1 No refund in respect of any cancelled QS I-GAUGE Audits will be made if cancellation is made by the Institution after the Audit Date is agreed upon or after attending the orientation session. If a cancellation request is received by QS-ERA within 2 weeks after the agreed Audit Date, QS-ERA will refund the Institution's fees reducing the registration amount of 30%.

5.2 Any breach of conditions under section 2.4 of this agreement will lead to cancellation of this agreement.

5.2.1 The cancellation will be processed as per clause 5.1, and refund will be given only if necessary conditions are met by the institution.

5.2.2 The assessment of whether the conditions under clause 2.4 have been met satisfactorily will be made by QS-ERA as a party with sole discretion to decide on the matter.

5.3 The institution is bound by the decision of QS-ERA under clause 5.1 and/or 5.2 and is not entitled to challenge the decisions thereby.

6 Results of a QS I-GAUGE Audit

6.1 Upon completion of the QS I-GAUGE Audit, the QS I-GAUGE Analyst may be able to give the Institution a recommendation as to whether the Institution has achieved a certain level of status/s in the QS I-GAUGE Audit. Any recommended result given by the QS I-GAUGE Analyst will be subject to the final decision of QS-ERA; final confirmation of the result will be provided by QS-ERA within 8 weeks of the Audit Date, along with a copy of the Audit Report. If the Institution has achieved a status, the results of the Institution's record on the public portal will be updated to reflect the same.

6.2 The results of the QS I-GAUGE Audit will remain valid up to the Expiry Date. QS-ERA will send the Institution reminder three months prior to the Expiry Date. If the Institution does not agree a subsequent renewal of the QS I-GAUGE Audit or agree a suitable future Audit Date the status of the Institution's QS I-GAUGE Audit record on the public portal may be set to "Audit Expired".

6.3 The Institution has the right not to publish the result of the QS I-GAUGE Audit. In this event, QS-ERA will keep the Institution's result confidential. If the Institution chooses to publish its result publicly, only complete results will be published including the results in each category area. For the avoidance of doubt the Institution's decision not to publish the results of the QS I-GAUGE Audit shall prevent QS-ERA from releasing data or results derived from data submitted through the QS I-GAUGE Audit. Information gathered from the public domain or supplied for alternative purposes shall not be affected.

6.4 If at any time during the term of this Agreement or prior to the Expiry Date there is a material adverse change in the circumstances of the Institution such that QS-ERA

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reasonably believes a lower status ought to be awarded to the Institution then it shall notify the Institution in writing thereof, allowing the Institution 30 days to reflect the appropriate QS I-GAUGE Badge and any references to it. If the Institution believes that this notice is incorrect then it shall, within that 30-day period, provide full details and particulars of why it believes QS-ERA to be wrong. On receipt thereof, the notice period shall be suspended for so long as QS-ERA takes to evaluate the same. QS-ERA shall communicate its findings to the Institution without delay. Alternatively, if the Institution wishes to conduct a new and full QS I-GAUGE Audit then it may request QS-ERA to do so at QS-ERA's then standard fees and charges; pending the outcome of which the notice period referred to above shall be deemed to be suspended.

7 Graphics, Badges, Branded Collateral and License Fees

7.1 QS-ERA will provide a selection of graphics and tools for use by the Institution to reflect the result of their QS I-GAUGE Audit. This will include, but not be limited to, badges and graphics of sufficient quality for print deployment and tools to present the result on the web. These materials remain the property of QS-ERA as defined under clause 8 below.

7.2 The Institution will be entitled to use the collateral as described until the Expiry Date subject to payment of the full audit fee.

7.3 The QS I-GAUGE graphics, badges, branded collaterals, and license can be used by the institution as deemed appropriate per this agreement. Any breach of this condition will lead to cancellation of this agreement as per clause 5.2 and impose an additional fine on the institution.

8 Ownership Rights

8.1 The copyright and all Intellectual Property Rights whatsoever of all computer programs, user manuals, QS-ERA or QS sponsored web sites, questionnaires and other documentation relating to the QS I-GAUGE Audits, the QS I-GAUGE Methodology, the QS I-GAUGE Badge (and related signs and logos), the Data Entry System or the public portal will remain vested in and be the property of QS-ERA.

8.2 Subject to clause 6.3, the intellectual property in the information and other material provided by the Institution during a QS I-GAUGE Audit shall, always, remain vested in the Institution but the Institution hereby grants QS-ERA a worldwide royalty free license to use the same for purposes of its business.

9 Limitation of Liability

9.1 Notwithstanding anything else contained in this Agreement QS-ERA shall not be liable to the Institution for any indirect, economic or consequential loss or damage, costs or expense of any kind; whether arising from tort (including negligence), breach of contract or howsoever, including without limitation loss of profits or of contracts, loss of operation time and loss of goodwill or anticipated savings of its own or its employees and agents.

9.2 Nothing in this Agreement shall exclude or limit either Party's liability for death, personal injury or fraudulent misrepresentation.

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9.3 In any other case not falling within Clause 9.1 above QS-ERA's total liability under or relating to this Agreement shall not exceed the greater of 150% of the total fees paid to QS-ERA under this Agreement.

9.4 The Institution acknowledges that it is entitled to negotiate the amount of any limit on its liability under the Agreement and has elected (unless other limits are agreed by the parties) to accept the limitations in this Clause.

10 Confidentiality

10.1 QS-ERA and the Institution agree to keep in confidence for a minimum period of five years from the termination of these terms and conditions any information obtained under these terms and conditions, including without limitation the QS I-GAUGE Audit questionnaires or any other documentation issued by QS-ERA, and will not divulge the same to any third party, other than its own officers, employees or agents, without the prior written consent of the other Party.

10.2 QS-ERA shall use all reasonable endeavours to protect and safeguard the information provided by the Institution from loss, theft, destruction, third party intervention, "hacking" and the like from accidental disclosure and shall ensure all employees do likewise.

10.3 These confidentiality provisions shall not apply to:

10.3.1 any information in the public domain other than in breach of these terms and conditions;

10.3.2 information that is either trivial or obvious or already in the possession of the receiving Party before its receipt from the disclosing Party;

10.3.3 information received from a third party who is free to disclose the same;

10.3.4 disclosure of information which is required by law or a regulatory body or by a law enforcement agency;

10.3.5 information developed by one Party independent of the other;

10.3.6 information disclosed to professional advisers, auditors, bankers or financiers provided a confidentiality undertaking is in force with at least the same terms as this clause, or

10.3.7 information obtained by parent company QS as part of its general activities in compiling its various ranking indicators and guides.

10.3.8 QS-ERA agrees to ensure that each QS I-GAUGE Analyst undertakes similar terms of confidentiality before being allowed to conduct any QS I-GAUGE Audits.

11 Force Majeure

11.1 Neither Party shall be liable to the other Party for loss, injury, delay, expenses, damages or anything similar or related thereto which is suffered by the other Party due to a failure or delay by the first Party in performing its obligations under this Agreement as a result of

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general strikes, riots, unrest, political disturbances, demonstrations, fires and other natural events, cessation or interruption of essential services or any acts of God or Government, or anything beyond the reasonable control of either Party PROVIDED THAT the first Party shall have given prompt notice to the other Party in writing of the occurrence of any such event or cause and of its discontinuance.

11.2 If the event or cause has prevented or is likely to prevent a Party from performing its obligation for a period of more than 90 days then the other Party may terminate this Agreement subject to the payment, in the case of QS-ERA, of the Services rendered and any expenses incurred up to the date of termination.

12 Notices

12.1 Any notice required by this Agreement to be given by either Party to the other shall be in writing and shall be deemed to have been served:

12.1.1 in the case of sending by registered post (or local equivalent thereof) within the country where the recipient is located three days after posting to the last known address of the other Party and any receipt issued by the postal authorities shall be conclusive evidence of the fact and date of posting of any such notice,

12.1.2 if sent by email to the recipient upon receipt provided that the receiver has acknowledged read receipt or,

12.1.3 if in person or by courier then at the time of receipt the last known address of the receiving Party.

12.2 Any notices sent or delivered outside of the receiving Party's Working Hours shall be deemed to have been received at the commencement of the next working day. Service of any notices shall not be accepted by e-mail unless the receiving party has specifically agreed to this in writing.

13 General

13.1 This Agreement sets out the entire agreement of the Parties and supersedes all prior agreements and understandings relating to its subject matter.

13.2 No change to this Agreement shall be effective unless it is in writing and signed by persons authorized on behalf of both Parties.

13.3 No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or other provisions of this Agreement and no waiver shall be effective unless in writing.

13.4 Any third party who is not a Party to this Agreement shall have no rights under the Contracts

13.5 If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law. However, nothing in this Agreement

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shall purport to exclude liability for any fraudulent statement or act or any fraudulent misrepresentation.

13.6 During the final stage of the QS I-GAUGE audit, the institution will be presented a view of the data validated, namely interim report. The institution will have a choice to approve it or to submit additional data to be taken in consideration. Once the interim report has been approved and the QS I-GAUGE Development Roadmap issued, the institution will not be able to submit further data.

13.7 Should the institution notice any error when submitting its own information after the report has been issued, QS-ERA can accept to consider this additional data and incorporate it in an updated version of the QS I-GAUGE Development Roadmap if the revised data is submitted within 60 days after the QS I-GAUGE Development Roadmap has been issued at an additional fee, to compensate for the additional work. After this 60-day period, QS-ERA will no longer be able to update the Development Roadmap and the institution should seek to be fully re-audit in the next cycle.

14 Law and Jurisdiction

14.1 These terms and conditions shall be governed by the laws of India, and the parties shall be subject to the exclusive jurisdiction of the courts in Bengaluru.

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