

Academic module works properly.

Atul  
4/11/14.

(AMS Admin)

[Signature]  
4/11/14.  
(HoD CSE)

The admission module work:- Data entry is almost complete. The testing work is under progress. Based on the quantum of work completed and as per agreement, we may release Rs. 40000/- ~~being the~~ from the balance amount of Rs. 84270/- Payable.

[Signature]

ADMINISTRATOR

[Signature]  
5/11/2014



AND WHEREAS the Second Party is the service receiver as per this MoU, is willing to accept the service provided by the First Party on yearly basis on the basis of suitable consideration as fixed by the First Party and as per the terms and conditions set forth by the First Party in the MoU.

Accordingly, the Parties desire to create a framework on which to proceed with and to diligently pursue the activities they mutually agree and to implement it in a manner consistent with the terms set forth in this MoU.

NOW, THEREFORE, in recognition of agreement in principle, the Parties record their understanding as follows:

- 1) The Second Party will avail the services of Academic Management Services provided by the First Party in the period April 2014 - March 2015 at the price mentioned below. The rates are exclusive of other taxes as imposed by Govt. of India or the tax departments or regulators of Govt. of India.

No Of users	Yearly (Rs.)
Up to 1400	1,50,000/-

- 2) The First Party will provide the following modules or facilities as part of Academic Management Services to the Second Party:
  - a) Course material distribution.
  - b) Timetable management for faculty.
  - c) Publishing of marks.
  - d) Attendance marking and report generation.
  - e) Performance analysis using graphs.
  - f) Messaging.
  - g) Online examination and Analysis of marks.
  - h) Facility for Short Messaging Service (SMS) and E mail alerts.
  - i) Document Repository.

- j) Admission module
  - k) Hostel Management
  - l) Transportation Management
  - m) Fees Management
  - n) Library Management
  - o) Digital Library
  - p) Faculty evaluation/ Faculty Feedback
  - q) Placement and Training Management
  - r) Examination Seating arrangement System
  - s) Human Resources Information System
- 3) During the validity period of this MoU, the First Party should provide necessary remote application support to the Second Party with regard to the services provided by the First Party to the Second Party.
- 4) The modes of communication for the technical support as mentioned in the clause 3 above will be through Telephone, E -Mails and Internet chatting.
- 5) The application support as mentioned in the clause 3 above will be available on 24x7 basis during the validity of this MoU.
- 6) The First Party will inform the service outages, which is under the control of the First Party, to the Second Party at least 6 hours before the occurrence of the respective service outage.

- 7) In the event of occurrence of any fault in the critical modules like admission, which is under the control of the First Party, will be solved by the First party with in 48 hours from the time of intimation from the second party.
- 8) No Party shall disclose any information to any third party concerning the matters under this MoU. Any information, whether proprietary or not, to be contained in reports or disclosed by one Party to the other Party, shall be kept strictly confidential by the receiving Party and shall not be disclosed to any third party without the prior written consent of the original disclosing party. This obligation is of binding nature and shall survive the termination or expiration of this MoU.
- 9) The Second Party will pay 50% of the amount mentioned in Point No.1 to the First Party before availing the service. The Second Party will pay the balance 50% amount to the First Party on or before 01 st October 2014. The First Party can and have the right to terminate the said service provided to the Second Party within 30 calendar days from 01 st October 2014, in case of default made by the Second Party in payment of second installment of 50%.
- 10) The validity period of this MoU will be up to 31<sup>st</sup> March 2015. The MoU can also be terminated by the mutual consent of both the Parties before the expiry of validity period of this MoU. This MoU can be renewed with the mutual consent of both the Parties at any point of time within the validity period of this MoU or after the validity period of this MoU.
- 11) No Party shall have the right or power to bind any other party to any clauses of MoU without the prior written consent of the other Party, except clause 8. The Parties do not intend merely by this MoU to create a partnership, corporation or an entity assessable or taxable under any laws of both the countries.

- 12) In the event of any difference(s) in opinions or dispute(s) arising out of the interpretation or application of the provisions of this MoU, the Parties shall immediately consult each other with the view to expeditiously resolve such differences or disputes in a spirit of mutual understanding and co-operation.
- 13) The second party need not pay any extra charge to the first party for the customization of the above mentioned services.
- 14) Assignment by a Party of its rights and obligations under this MoU to any other Party shall be subject to the consent of the other Party to the MoU.

IN WITNESS WHEREOF, the Parties by their duly authorized respective representatives have caused this MoU to be executed as of the day and year first above written.

For and on behalf of First Party

In the presence of

Name:

*SMJ*  
*2/1/2014*

Name:



M. Gopala Krishna Murthy

Address:

*Managing Director*  
*Linways Technologies Pvt. Ltd.*

Address:

Administrator  
Sreepathy Institute of Management  
and Technology, Vavanur-679 533

For and on behalf of Second Party

In the presence of

Name:

Bastin Thomas



Name:



Sasi Kumar . ce

Address:

Managing Director  
Linways Technologies  
Pvt. Ltd.

Address:

Chief Accountant  
Sreepathy Institute of  
Management &  
Technology

Kimbera High Tech Park,  
Kalamassery  
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Vavanur  
Pulayathur