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CW 858973

MEMORANDUM OF UNDERSTANDING

BETWEEN

M/S LINWAYS TECHNOLOGIES PVT LTD, KOCHI

AND

M/S NAIPUNNYA SCHOOL OF MANAGEMENT

CHERTHALA

IN CONNECTION WITH

'PROVIDING SERVICES OF

ACADEMIC MANAGEMENT SYSTEM'



No.5224
19.2.2024

School-Executive Director
Naipunya school of management
Chertthala

Pran
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ചേർത്തല

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on this 1st December 2019 between M/s Linways Technologies Pvt. Ltd, Integrated Startup Complex, Kinfra Hi-Tech park, HMT Colony, Kalamassery, Kochi-683503, represented by **Mr. Bastin Thomas, Managing Director** of M/s Linways Technologies Pvt. Ltd. (Hereinafter called "The First Party") and M/s Naipunnaya School of Management, cherthala, Alappuzha represented by **Rev Fr. Baiju George Ponthempilly, Executive Director** of M/s Naipunnaya School of Management, cherthala, Alappuzha (Hereinafter called "The Second Party"). Both "The First Party" and "The Second Party" are collectively called "The Parties". Both "The First Party" and "The Second Party" can individually be called as "The Party".

WHEREAS the First Party is engaged in the business of providing services of Academic Management System and is willing to offer the said service to the Second Party on a 3 year period.

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 a 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 at a price of INR. 1,25,000.00 [One Lakh twenty five Thousand rupees only] per annum for up to 1400 students plus other taxes as imposed by Govt. of India or the tax departments or regulators of Govt. of India.



- 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) Lesson Planner
 - g) Student Planner
 - h) Messaging
 - i) Online Examination and Analysis of Marks.
 - j) Facility for Short Messaging Service (SMS) and Email alerts.
 - k) Document Repository.
 - l) Parents Portal
 - m) Faculty Evaluation/ Faculty Feedback
 - n) Examination Management
- 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 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 working days Monday to Saturday on 9:00 am to 6:00 Pm basis during the validity of this MoU.



- 6) 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 the 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.
- 7) The Second Party will pay for the aforementioned services at the rate mentioned in Point No. 1 on a bi annual basis, before the 15th day of the first month of each half-year. All payments shall be made through an online transaction. The First Party can and have the right to terminate the said service provided to the Second Party within 30 calendar days from the due date of payment, in case of default made by the Second Party in paying the half-yearly payment of service charges..
- 8) The validity period of this MoU will be up to 30th November 2022. The MoU can also be terminated by the mutual consent of both the Parties before the expiry of the validity period of this MoU. The MoU can be renewed with the mutual consent of both the Parties at any point in time within the validity period of this MoU or after the validity period of this MoU.
- 9) 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 6. The Parties do not intend merely by this MoU to create a partnership, corporation or an entity assessable or taxable under any law of the country.
- 10) 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 cooperation.
- 11) 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.



12) The First party will provide a mechanism whereby the second party can export all the reports into Excel format within the Validity period of this 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 previously mentioned.

For and on behalf of First Party

Name: Bastin Thomas
Address: Managing Director
Linways Technologies Pvt. Ltd.
Integrated Startup Complex,
kinfra Hi-tech Park ,
HMT Colony,kalamassery Kochi-683503.



In the presence of

Name: Kannan Gopakumar
Address: Business Development Manager
Linways Technologies Pvt. Ltd.
Integrated Startup Complex,
kinfra Hi-tech Park
HMT Colony,kalamassery Kochi-683503

For and on behalf of Second Party

Name: Rev. Fr. Baiju George Ponthempilly

Address: Executive Director / Principal
Naipunnaya School of Management
Cherthala , Alappuzha -688524

In the presence of

Name: Vishnu.G

Address: IQAC coordinator
Naipunnaya School of Management
Cherthala , Alappuzha -688524

