

# MEMORANDUM OF UNDERSTANDING

BETWEEN

M/S LINWAYS TECHNOLOGIES PVT LTD, KOCHI

AND

ST.FRANCIS DE SALES DEGREE COLLEGE,  
BENGALURU, KARNATAKA

IN CONNECTION WITH

'PROVIDING SERVICES OF  
ACADEMIC MANAGEMENT SYSTEM'



Linways Technologies Pvt. Ltd.  
Integrated Startup Complex  
Kinfra Hi-Tech Park  
HMT Colony, Kalamassery  
Kochi - 683503  
GSTIN: 32AACCL5203F1Z5

Website: [linways.com](http://linways.com)

Email: [team@linways.com](mailto:team@linways.com)

Tel: +91 484 2551098

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on this **01st March, 2021** between M/s Linways Technologies Pvt. Ltd, Integrated Startup Complex HMT Colony, North Kalamassery, Kalamassery, Ernakulam, Kerala 683503 represented by **Mr. Bastin Thomas, Managing director of M/s Linways Technologies Pvt. Ltd.** (Hereinafter called "The First Party") and **M/s St. Francis de Sales Degree College (SFS College) , 24, NH 44, Veer Sandra, Hebbagodi, Bengaluru, Karnataka 560100** represented by the **Rev. Dr Roy P.K, Principal , of M/s St. Francis de Sales Degree College (SFS College) , 24, NH 44, Veer Sandra, Hebbagodi, Bengaluru, Karnataka 560100** (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.



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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 System provided by the First Party at a price of **INR.3,75,000 [Three Lakh seventy five thousand rupees only] per annum for up to 2500 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 System 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 E-mail alerts.
  - k) Document Repository.



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- l) Digital Library
  - m) Parents Portal
  - n) Faculty Evaluation/ Faculty Feedback
  - o) Examination Management
  - p) Examination Seating Arrangement
  - q) Management of various committees.
  - r) Student fee collection.
  - s) Faculty Appraisal management.
  - t) Admission management Module.
  - u) NBA accreditation report.
  - v) Reports for NAAC accreditation
- 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.





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- 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 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 above mentioned services at the rate mentioned in Point No. 1 Half yearly basis , before the 15th day of the first month of each half year. All payments shall be made through online transactions. 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 payment of half yearly payment of service charges.
- 8) The validity period of this MoU will be up to **28-02-2024** The MoU can also be terminated by the mutual consent of both the Parties before the expiry of 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.



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12) The First party will provide a mechanism whereby the second party can export all data and reports into Excel format in the event of discontinuation of the service of AMS, and the first party will help and wait for 30 days for the completion of export of data before the termination of service as mentioned in clause 6.

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: Mr. Bastin Thomas**

**Address:** Linways Technologies Pvt Ltd  
Integrated startup complex  
Kinfra Hi-Tech park  
HMT Colony, Kalamassery,  
Kochi-683503

May 17 2021 15:51 IST

*Bastin*

For and on behalf of Second Party

**Name: Roy P K**

St Francis de Sales College  
Electronics City  
Bangalore -100

May 17 2021 07:46 IST

*Roy P K*

In the presence of

**Name: Mr. Kannan Gopakumar**

**Address:** Linways Technologies Pvt Ltd  
integrated startup complex  
Kinfra Hi-Tech park  
HMT Colony, Kalamassery,  
Kochi-683503

May 17 2021 14:58 IST

*Kannan*

in the presence of

**Name: Fr Jijo Manjackal**

St Francis de Sales College  
Electronics City Post  
Bengaluru - 560 100

May 15 2021 12:10 IST

*Jijo*