M.O.U for Development and Supply of ERP for University Student Admission, Examination & Management System
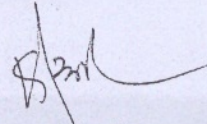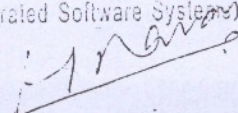
This memorandum of understanding is executed on first day of the month of October, 2020 for development and supply of "ERP for University Student Admission, Examination & Management System" (further it will be referred as "ERP" in this document) states the terms & conditions that govern the contracted agreement between **M/S Integrated Software Systems Pvt. Ltd., Lucknow** having its registered office at **CP-12, Viraj Khand, Gomtinagar, Lucknow** and its works address at **C-904, CID Colony, Mahanagar, Lucknow**, through its Director, here in after called the **first party** and Kumaun University Nainital, Uttarakhand, through its Registrar, here in after called **second party**.

Whereas, the second party has conceptualized "ERP for University Student Admission, Examination & Management System", which is described in detail in **Exhibit A** and the first party which has agreed to develop, customize, supply, install and provide the source code of the system.

Finance Controller
Kumaun University
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For Integrated Software Systems Pvt. Ltd.

Director

Responsibility of First Party

1. The first party hereby agrees to develop the ERP system in accordance with the specifications attached hereto as Exhibit A (detailed scope of work mentioned in the tender document).

2. The first party shall strictly adhere to the time schedule specified by the second party for development and implementation of the ERP system.

3. The first party agrees to handover the second party the ERP system along with the source code and detailed operation instructions (manual) along with training of the staff which would be carried out in the university premises at Nainital.

4. Except as expressly provided in this agreement, the first party shall not be obligated under this Agreement to provide any other support or assistance to the second party.

5. The first party shall integrate the ERP system with the running software of the second party for smooth functioning of the university.

6. The first party shall make all out efforts to make ERP system operational in the best interest of all stakeholders (Management, Administration, Students and Employees of the Institution).

7. The first party will be responsible for the support, maintenance and monitoring of the ERP and its services and also responsible for onsite technical and customer support. The first party will also be responsible for producing and providing all output prescribed in the tender document for which another MOU maybe signed when the need arises. The rate, terms and conditions have already been confirmed vide this tender.

8. Go-live shall be the installation date of ERP modules and its services on provided Infrastructure by the University (End User).

9. The first party will train the master trainer and employees of the university according to their roles and rights on the ERP and its services.

10. University will provide all the policies of University to first party for smooth implementation of ERP.

11. The customization/ new service and module required by the University (end user) at any stage then University ERP coordinator will communicate it to the first party through email.

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For Integrated Software Systems Pvt. Ltd.

Director

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Kumaun University
NAINITAL
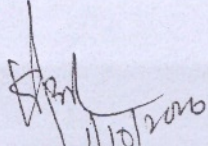
कुल सचिव,
कुमाऊं विश्वविद्यालय
नैनीताल.

12. During data migration period first party will give training to end users according to their roles and rights.
13. Maintenance cost of the software includes development of new modules for computerization of University like finance, HR, etc. as per the requirement of the second party from time to time.

Responsibility of the Second Party

1. The second party shall provide a single point of contact (ERP Coordinator) to the first party for clarification of all queries relating to the development and implementation of the ERP system.
2. The second party shall provide the first party the detailed guidelines, rules & regulations and the ordinances related to the development of the ERP system.
3. As mentioned in the tender document, the second party shall provide a secured and furnished computer room/ office for use of the first party in the university premises where the staff of the first party shall operate.
4. Computer hardware, Servers (already purchased by the University), UPS, printers (line matrix & laser for A3 size) and image scanners as per specifications of the first party to be provided to the first party by the second party for smooth compatibility with the ERP software.
5. The second party shall provide boarding facilities to the staff of the first party at the cost of the first party, if available.
6. The contract can be repudiated at any time by the second party, with 1 month notice, if the purchase order is not executed in time and/or to satisfaction after giving an opportunity to the first party for being heard.
7. All requests for changes, modifications, alterations, additions and updations must be given to first party by second party in writing through mail.
8. All samples for printing would be given by the second party to the first party duly certified by the competent authority for layout, design and content.
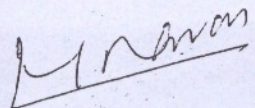
Delivery

Both the parties agree for the stage/phase wise development and implementation of the ERP system as per the milestone schedule illustrated vide **Exhibit B.**

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For Integrated Software Systems Pvt. Ltd.

Director

Compensation

1. The second party agrees to pay the first party a total cost of **Rs. 80 Lakhs (Rupees Eighty Lakhs) (inclusive of all taxes)** towards cost of the entire ERP system.

2. An advance payment of **30%** of the total cost has to be paid upfront at the time of signing of this agreement.

3. **60%** payment would be paid after installation of software which covers scope of work mentioned in **Exhibit "A"** within 30 days after the signing of the MoU which will be duly verified by the expert.

4. The balance **10%** would be paid after the completion of entire ERP system, conduction of training to the manpower, handing over of manual, source code (installed in server and 02 copies for backup) and to 'Go-Live' of the entire system by 28th February 2021.

5. The first party agrees to maintain the ERP system, at an AMC cost for a period of 5 years after completion of 1 year from the date of Go-Live. Initially for 1 year the entire ERP system will be in warranty. The first party will not charge any amount during warranty period.

6. An annual maintenance cost (AMC) @ **22% of the original total cost (taxes extra)** would be charged at the beginning of the academic session for any changes, modifications, alterations & additions in the original ERP system developed and installed. This AMC amount would be increased by 7.5% in the 3rd and 5th year of the contract.

7. Server and Storage Space charges/ SMS charges/ Domain charges and email charges would be borne by the second party.

8. Performance guarantee should be submitted as per terms and conditions of the tender.

Intellectual property rights in the software

The Parties acknowledge and agree that the second party will hold all intellectual property rights in the ERP system including, but not limited to, copyright and trademark rights. The first party agrees not to claim any such ownership in the ERP systems intellectual property at any time prior to or after the completion and delivery of the ERP system to the second party.

For Integrated Software Systems Pvt. Ltd.

Finance Controller   4
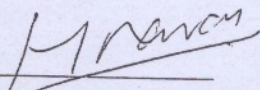Kumaun University
NAINITAL.

Director

Confidentiality

Both the parties agree not to disclose to any third party , details regarding the ERP system including, without limitation any information regarding the Software's code, the Specifications, or the second party's business (i) (the "Confidential Information"), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by any of the parties, or (iii) use Confidential Information other than solely for the benefit of the second party.

Legal Jurisdiction

1. In case of any dispute, the matter shall be bought before the Honorable Vice-Chancellor Kumaun University, Nainital for arbitration.
2. Legal proceedings, if any, arising on this agreement shall have to be lodged in the courts situated in Nainital and not elsewhere.

This agreement is signed on ___1ˢᵗ OCTOBER'2020___ at ___NAINITAL (5PM)___ in the presence of:

First Party
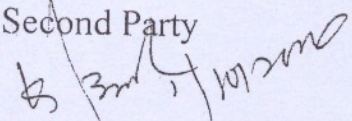Integrated Software Systems Pvt. Ltd.

Director

Harsh Narain
Director
Integrated Software Systems Pvt. Ltd.
Lucknow, Uttar Pradesh, India

Second Party

Shri ___Khemraj Bhatt___
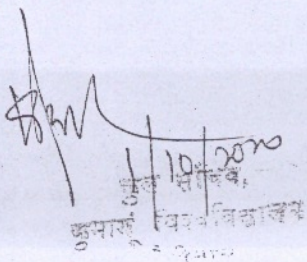Registrar
Kumaun University
Nainital, Uttarakhand, India

Witness:
1. ___G·C· Pandey   I.S-S Lucknow___
   9411302940
2. ___Brijesh Bahadur___
   ISSLtd
   (BRIJESH BAHADUR) 9415010458

Witness:
1. ___(Deepak Bisht)___
   JA
2. ___(Prof. SANJAY PANT)___

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ADMISSION MANAGEMENT SYSTEM

PRE-ADMISSION

1. Online Module for the University to prepare/modify Online Master Data for Admission Portal.
2. Online Application submission by the candidate for admission to UG/PG/Professional Courses.
a. Integration of payment gateway to receive Application Fee before final submission of application by the candidate.
b. SMS and e-mail confirmation of successful submission of application to the applicants.
c. Data download feature for Campus/Colleges to prepare merit list for admission.
d. Development of University ADMIN PANEL to view/edit/add/delete/download data of any college and generate various Statistical Reports as per the University requirement.

POST ADMISSION

1. Creation of Admin Panel for each college to enable them to view/edit/verify the data of the admitted students.
2. Candidates admitted by the Campus/College to be considered for further processing of Examination data.
3. SMS and e-mail confirmation of admission to the candidate.
4. Separate Module for confirmation of student by the University.
5. Generation of Enrollment number after the student is marked admitted by the University.
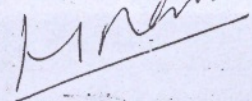
STUDENT MANAGEMENT SYSTEM

1. Student Life Cycle Management and Academic Management System
2. Student Time Table Management.
3. Attendance Monitoring System (Student+ Employee-Teaching/Non-Teaching).
4. Faculty work load and Feedback System.
5. College Affiliation Management System.
6. Online hosting of Lectures/ Seminars/ Teaching/ Learning materials (upload facility).
7. Research Scholar Tracking System.
8. File Tracking and Document Management System.

For Integrated Software Systems Pvt. Ltd.

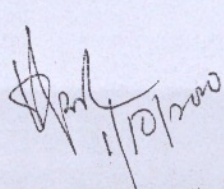Director

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PRE-EXAMINATION

1. Online Module for the University to prepare/modify online master data for Examination Portal.
2. Online Application submission by the candidate for Examination to UG/PG/Professional courses.
3. Integration of payment Gateway to receive Examination Fees etc. before final submission of examination form.
4. SMS and email confirmation of successful submission of the examination form.
5. Module for Campus/College to view/edit/download the Examination data using Admin Panel.
6. Module to Transfer Student from one College to another.
7. Roll Number Generation.
8. Creation for Online Admit Card/Hall Ticket downloads facility to the students.
9. Creation of Online downloads facility of Nominal roll/Attendance Sheet for colleges.
10. Creation of Online downloads facility of Numerical return for University.
11. Creation of Online Module for the University to prepare/modify online master data for Examination Portal.
12. Creation for online data entry of marks (Internal & Practical) by faculty members with approval from the concerned Head of the Department.
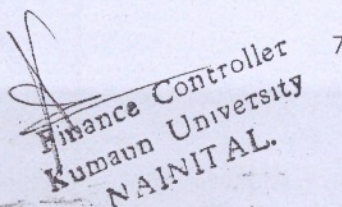13. Helpline Module where fee related and other queries and grievances will be reported and solved.
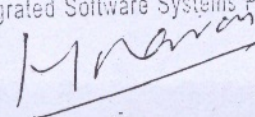
POST-EXAMINATION
(A)General:
1. Provision for data entry of External marks.
2. Double Entry and Mismatch of External marks.
3. Provision of Result as per the rules and guidelines provided by the University.
4. Online Mark sheet download facility for students.
5. Provision of printing of Tabulation Register & other MIS reports as per the requirements of the University.
6. Provision of printing of Mark sheets for final semester/year students.
7. Development of University ADMIN PANEL to view/edit/add/delete/download data of any college and generate various statistical Reports as per the requirement

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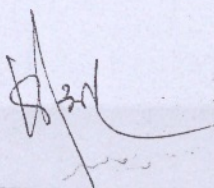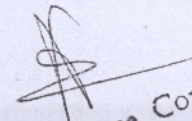For Integrated Software Systems Pvt. Ltd.

Director

8. Fees management portal where fees related queries and grievances will be reported and solved.
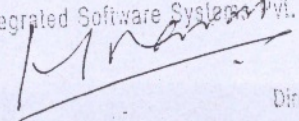
ENTRANCE EXAMINATION (Ph.D./B.Ed./ M.Ed. /LL.B./LL.M. and other entrance examinations related to this University)

1. Preparation of Web Portal for online Application submission by the candidate for concerned Entrance Examination.
2. Integration of payment Gateway to receive Application fee for concerned Entrance Examination.
3. SMS and email confirmation of successful submission of Application to the Applications
4. Roll number generation as per the guidelines of the University
5. Students should be able to download online Admit card/Hall Ticket
6. Development of University Course wise ADMIN PANEL to view/edit/add/delete/download data of any course and generate various statistical Reports as per the requirement.
7. Online Download of Nominal roll/Attendance Sheet/Numerical return for University.
8. Provision of scanning of OMR Answer Sheets.
9. Provision of preparation of Merit List/Result as per the rules and guidelines provided by the University
10. Creation of Facility for Online Result download for candidates
11. Provision of printing of Merit List/Result Sheet and other MIS reports as per the requirement of the University
12. Development of online counseling Website for successful/eligible candidates for allotment of preferred course and/or Institute
13. Provision for document verification of eligible candidates by nodal Centre to be decided by the University.
14. Allotment of preferred course/Institute as per the merit cum choice of the candidate.
15. SMS and e-mail confirmation of allotment status to the applicants.
16. Online download of Allotment/Rejection letter for candidates Helpline Module where fee related and other queries and grievances will be reported and solved.

RTI/DEGREE/MIGRATION APPLICATION/DUPLICATE MARKSHEET AND OTHER REQUIRED ITEMS

Finance Controller 8
Kumaun University
NAINITAL.
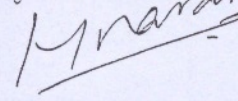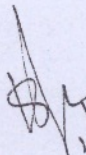
For Integrated Software System Pvt. Ltd

Director

1. Preparation of Web Portal for online submission of application for RTI Application, Degree, Migration Certificate, Provisional Degree application form, online transcript form and online mark sheet etc. by the Candidate.
2. Integration of payment Gateway to receive Application fee before final submission of Application by the Candidate
3. SMS and email confirmation of successful submission of Application to the Applications
4. ADMIN PANEL for the University for Degree/Migration applications management as per the University requirement
5. Helpline Module where fee related and other queries and grievances will be reported and solved.

For Integrated Software Systems Pvt. Ltd.

Director

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Exhibit B

MILESTONE SCHEDULE

Module Name	Date of Go-Live
Admission Management System	Within 30 days of signing of this MoU
Pre and Post Examination	Within 30 days of signing of this MoU
Entrance Examination	Within 30 days of signing of this MoU
RTI/Degree/Migration Application/Duplicate Mark sheet and other required items. Also to provide the source code of all above modules.	By 28th February 2021
Student Management System, Training of Manpower and Delivery of All manuals and source code.	By 28th February 2021

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For Integrated Software Systems Pvt. Ltd.

Director