



MEMORANDUM OF UNDERSTANDING

This memorandum of understanding between Dhakuakhana College, Dhakuakhana, Assam(Institution) henceforth called the 'host institution' and S.S.Technologies, Bora Service Byelane, G.S.Road, Ulubari, Guwahati-781007 henceforth called the 'service provider' in matter of installation of Online College Automation Software(ERP) at the host institution is signed today the 18th April, 2019.

1. The host institution shall:

- i. Monitor the progress of the work as per conditions given in the quotation submitted by the service provider and bring our anomalies, if any, for rectification.
- ii. 100% payment on the date of agreement.
- iii. The complete installation shall be subject to checks at all stages and tests and the Service Provider shall be liable to rectify such defects as brought out by the host institution during checks and tests and make good all deficiencies at its own cost.
- iv. The host institution reserves the right to modify, update or ensure inclusion of new software or any other services in the site at any time as per requirement on the basis of the UGC, Parent University and Govt. notification.
- v. Inclusion of any new modules is to be done on paid basis on mutual understanding by both the parties.
- vi. 20% of charges of Annual Maintenance Cost (AMC) of the product is to be borne by the host institution.



2. The service provider shall:

- i. The party is required to provide on-site comprehensive warranty for one year for installations of new software from the date of installation.
- ii. The party should take the responsibility of safety and confidentiality of the official database of client and will not be permitted to use it commercially or for selling purpose. The database include all the documents uploaded, all names and numbers of users, records, files, history or any other details added in this software by the client. Evidence of leakage/misuse of data will invite legal action against the service provider.
- iii. The service provider has to accept all responsibility to fulfill the service that is within its control by the agreed timescales.
- iv. The service provider will have to deliver all types of services to the host institution as per requirement of the institution.
- v. Renewal of Annual Maintenance Cost (AMC) is fixed at 20% of the product cost.

- vi. The service provider will have to provide necessary training to officials/teachers of the host institution at the College premises. Apart from this it has to carry out online implementation, training and support as and when required at free of cost after installation.
- vii. The service provide shall be solely responsible for the maintenance, repair of the whole software.
- viii. The service provider will have to start work on receipt of necessary supply/work order as per modalities discussed with the host institution.

3. The parties hereto agree that dispute in the event of any differences on the terms agreed leading to judicial intervention, the courts situated at Kamrup, Assam will have jurisdiction.
4. This MOU will be valid for a period of **ten (10) years**. If there is any breach of terms and conditions of aged upon, the MOU may be terminated with a notice of one (1) month.

The existing/amended from time to time government rules and regulations shall be taken into purview in matters/issues not stated above.

Agreed upon and signed

On behalf of host institution

Principal



Dhakuakhana College
Dhakuakhana, Assam.

Principal
Dhakuakhana College
Dhakuakhana



On behalf of Service Provider

Sanjib Pathak, B.E.(EE)



Bora Service Byelane, G.S.Road
Ulubari, Guwahati-781007.