



অসম অসম ASSAM

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MEMORANDUM OF UNDERSTANDING

This memorandum of understanding between B. P. Chaliha College, Nagarbera, Kamrup 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 website development and phasewise installation of Online College Automation Software(ERP) at the host institution is signed today the 10th day of January 2018.

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 his own cost.
- iv. The host institution reserves the right to modify, update or inclusion of new software or any other services in the site at any time as per requirement on the basis of the Govt. notification.
- v. Inclusion of any new modules to be on paid basis on mutual understanding by both the parties.
- vi. Renewal of Annual Maintenance Cost (AMC) 20% of the product cost to be borne by the host institution.

2. The service provider shall:

- i. The party is required to provide comprehensive warranty for one year for installations of software from the date of publish to the website.
- ii. The party should take the responsibility of safety and confidentiality of the official database of client safe and will not 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 to accept all responsibility to fulfill the service that is within its control by the agreed timescales and to satisfactory standard.
- iv. The service provider will have to deliver excellence services to the host institution when require as demand by the situation.
- v. Renewal of Annual Maintenance Cost (AMC) 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 online implementation, training and support as when required for 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.

The parties hereto agreed that dispute in the event of any dispute or differences on the terms agreed leading to seeking of judicial remedies, the courts suited at Kamrup, Assam will have jurisdiction.

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

On behalf of Service Provider

B.P. Chaliha
Principal
B. P. Chaliha College, Assam
B.P. Chaliha College
Nabarbera



Nabarun Misra, B.E.(EE)
Ulubari, Guwahati-781007