

தமிழ்நாடு तमिलनाडु TAMILNADU

ST. XAVIER'S COLLEGE (Authonomous) PALAYAMKOTTAI - 627 002. Rs. 100/-

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உரியம் எண் : 19/97



Peace Soft Technologies, Tirunelveli



St. Xavier's College (Autonomous), Palayamkottai,

Tirunelveli, Tamil Nadu.

This Memorandum of Understanding (MOU) entered at PALAYAMKOTTAI, TIRUNELVELI on November 01, 2023

# MEMORANDUM OF UNDERSTANDING

BETWEEN

Peace Soft Technologies, Tirunelveli.

AND

St. Xavier's College (Autonomous), Palayamkottai, Tamil Nadu.

This Agreement is made between Peace Soft Technologies, Tirunelveli, represented by its

Chief Executive Officer Mr. J.Antony Alocius Johnson, (hereafter called to as "COMPANY"

or as the first party) and St. Xavier's College (Autonomous), Palayamkottai (SXC)

represented by its principal, Rev. Fr. Dr. S. Mariadoss. S. J., (hereafter called as "COLLEGE"

or as the second party).

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1A1, Castro Palace, 991; S Bypass Rd, Opp. to Passport Office, Tirunelveli - 5 Page 1 of 7



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ST. XAVIER'S COLLEGE
(Autonomous)
PALAYAMKOTTAL

#### PURPOSE

#### Whereas,

- a) The first party Peace Soft Technologies a company incorporated under the Indian Firm Act 1950 and having its registered office place of business IA1, Castro Palace, 991, South Bypass Road (opp. to Passport Office) Tirunelveli, Tamil Nadu- 627 005. The GSTIN of the Company is 33AAQFP1317D1ZK and the Permanent Account Number of the Company is AAQFP1317D.
- b) The second party St. Xavier's College (Autonomous), Palayamkottai (SXC) is a Jesuit college of Arts and Science afflicated to Manonmaniam Sundaranar University, Tamil Nadu, India. Jesuits Fathers founded the college in 1923. UGC granted Autonomy in the year 1987. UGC conferred on our college status of "College with Potential for Excellence" in 2004, for the second phase in 2010 and for the third phase in 2014. The College was accredited at A<sup>++</sup> Grade with CGPA of 3.66 out of 4 in 2019in the fourth cycle with the validity period of seven years by NAAC.

Now therefore in consideration of the Covenants and Condition hereinafter set it is agreed by and between the COMPANY and the COLLEGE as follows:

#### 1. Nature of Business

- 1.1. This St. Xavier's College-ERP (hereafter called as SXC-ERP) is aimed at providing a secure and reliable ERP services to all stakeholders of St. Xavier's College, Palayamkottai.
- 1.2. It is designed for better interaction among students, Teachers, Administrative Staff, Parents, Alumni and Management. This management software will fulfill the requirements for efficient College Management.
- 1.3. The SXC-ERP being web based can be accessed from anywhere anytime in the world, which enables the students, Parents, Alumni and the Management be in touch with each other.

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Page 2 of 7



PRINCIPAL ST. XAVIER'S COLLECT (Autonamous) RALAYAMS OTTAI 1.4. The SXC-ERP can provide appropriate software services to the Management, Teachers, Students, and Parents to enhance their Academic & Co-Curricular performance exponentially.

## 2. Background and Scope of the Agreement:

The COMPANY agrees to provide the COLLEGE with SXC-ERP, including software and services, as described below. The COLLEGE agrees to use the ERP Package for its administrative and educational purposes.

#### 3. Terms of Service:

- 3.1. The COMPANY shall provide the SXC-ERP in accordance with the terms and conditions specified in the proposal.
- 3.2. The COMPANY shall offer technical support and assistance to the COLLEGE during the term of this Agreement.
- 3.3. The COLLEGE shall appoint a ERP-Co-Ordinator for communication and coordination with the COMPANY.
- 3.4. All the Data entries need to be filled by the COLLEGE. Company will provide an import option for data entries.
- 3.5. All the data (Logo, Content, Images) will be provided by the COLLEGE. The relevant xls formats will be provided by the COMPANY according to the needs.
- 3.6. The COMPANY shall complete all SXC-ERP Modules, Staff training, Application System and Android App within 3 months from the commencement of the agreement.

# 4. Application Modules of SXC-ERP

# 4.1. Web Application for College Management

Management Settings, Staff Management, Admission Management, Student Management, Academic Management, Reporting for Parents, Finance Management, HR / Payroll, Transport Details, Library Management, Material / Asset Management.

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1A1, Castro Palace, 991, S Bypass Rd,
Opp. to Passport Office, Tirunelveli - 5.

Page 3 of 7

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#### 4.2. Android APP

- Android App for Student / Parents with Announcements, Attendance report, Academic report, Events & Report, Application for Leave, Feedback Templates, Fee Payment portal, Suggestion & comments.
- Android APP for Staff with Announcements, Student Attendance, Mark Entry and Application for Leave, Staff Accomplishments etc.,

### 4.3. User Management

The SXC-ERP controls the College Software and Android App with User Rights. In this feature Modules will be assigned with particular users.

### 5. Period & Support

- 5.1. This agreement is valid and effective for a period of One Year from 1st Nov 2023 till 31st October 2024. Application will be delivered and launched by the COMPANY within 90 Working Days with full modules from the day of confirmation.
- 5.2. Upon the expiration of the Initial Term, the Agreement may be renewed for additional terms of [one year] each, subject to mutual agreement.
- 5.3. Renewal terms, pricing, and any modifications to the services provided shall be mutually agreed upon by both Parties in writing.
- 5.4. Launching will be accompanied by our staff and the COLLEGE staff will be trained to work familiar with the system one by one. The COLLEGE will also be provided with a user manual for your further usage.
- 5.5. Any errors in future within the agreement period will be serviced by COMPANY engineer effectively for avoiding any user discomfort.

# 5.6. Cloud VM Server (Included): Hosting Service:

The application will be launched on High speed with a completely secured web server.

### 6. Payment and Service Fee:

6.1. Total Application Cost: Rs.100.00 / per Student /per Year + GST (18%), which shall be paid by the COLLEGE in Two installments. 1<sup>st</sup> installment (i.e. 50% of the total cost to be paid to the COMPANY) shall be paid by the end of November of every Year and the final installment (i.e. remaining 50%) by the end of June every Year.

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Page 4 of 7

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6.2. No Revision of rates for TWO full Operation Years (i.e. 1st Nov 2023 - 31st Oct 2025).
After the Completion of TWO Years, a revision of rates 7.5% every year shall be effected, so as to manage the price hikes in cloud hosting & Support Services and depending on the quality of services provided.

### 7. Maintenance:

- 7.1. The COMPANY shall be responsible for maintaining the SXC-ERP Package and ensuring that it functions optimally throughout the term of this Agreement.
- 7.2. The COLLEGE shall promptly report any issues or errors related to the SXC-ERP Application to the COMPANY, and the COMPANY shall address and rectify such issues within a reasonable timeframe.

#### 8. Infra-Structure:

- 8.1. Minimum System Requirement: Intel i3 Processor with minimum 4 GB RAM, Printer and scanner and Internet Facility at minimum 2 mbps. One of the following Web browsers, Chrome, UC, Firefox and Chromium (for iOS) to be needed to run the application.
- 8.2. System Engineer appointed by the COLLEGE will be required to continuously monitor the system for avoiding any issues.

# 9. Support and Maintenance

- 9.1. Support for the solution delivered by the COMPANY for the first year is included in this proposal. Company would initially provide free maintenance services for one year.
- 9.2. Any new upgradation that does fall under the purview of SXC-ERP modules shall be charged.
- 9.3. Under the support and maintenance, COLLEGE has access to the COMPANY's technical support team for problem resolution and technical guidance on the use of our solution.
- 9.4. The company shall maintain periodical back-up for Daily, weekly and Monthly and support the COLLEGE with the same, in the case of need.

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1A1, Castro Palace, 991, \$ Bypass Rd,
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Page 5 of 7



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# 9.5. Scope of Support:

- 9.5.1. COMPANY shall support for resolving bugs in the solution, but solution enhancements are outside the scope of support.
- 9.5.2. COMPANY shall provide Clarification of documentation, Guidance in the operation of the Software and Software error analysis.

### 10. Confidentiality

- 10.1. Only person(s) authorized by Secretary, St.Xavier's College (OR) Principal, St.Xavier's College (OR) ERP-Coordinator shall have access to SXC-ERP services and the data.
- 10.2. The COMPANY shall not divulge / share any data connected with the SXC-ERP to any person/agency.

# 11. Migration to another ERP Package:

- 11.1. If the COLLEGE decides to migrate to another ERP Package from a feasible vendor during the term of this Agreement, the COLLEGE shall issue a notice of its intent to the COMPANY, THREE Months prior to its date of migration.
- 11.2. In which case the COMPANY shall assist in the transition process, Additional costs associated with migration shall be borne by the COLLEGE.
- 11.3. The COMPANY shall arrange to provide all necessary Data Backup from the commencement of the Agreement (i.e. 1st Nov 2023) until the date notified for migration.
- 11.4. The COMPANY shall ensure the integrity and availability of the SXC-ERP data during this period, and shall facilitate the secure transfer of data to the new ERP Package upon migration.

### 12. Terms of Termination:

- 12.1. Either Party may terminate this Agreement by providing [THREE MONTHS] written notice to the other Party.
- 12.2. Upon termination, the COLLEGE shall return all software, documentation, and related materials provided by the COMPANY.

Page 6 of 7

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ST. XAVER'S COLLEGE (Autonomous)

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12.3. This agreement will automatically expire on 31st OCTOBER of every Year. However, it could be extended on a yearly basis if both the parties agree to do so.

#### 13. Miscellaneous:

- 13.1. This MoU represents the entire understanding between the Parties and supersedes any prior agreements, whether written or oral.
- 13.2. Any amendments or modifications to this MoU shall be valid only if made in writing and duly signed by both Parties.

This Memorandum of Understanding is executed and agreed to by the Parties on the effective Date mentioned above.

For PEACE SOFT TECHNOLOGIES

FOR ST. XAVIER'S COLLEGE,

PALAYAMKOTTAI

J. Any Om Alma 23 Name: Mr. J. Antony Alocius Johnson

Designation: Chief Executive Officer,

Peace Soft Technologies, Tirunelveli.

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Name: Rev. Fr. Dr. S. Mariadoss SJ

Designation: PRINCIPAL,

St. Xavier's College,

Palayamkottai.

Witness:

Mr. P. Subbiah

(Peace Soft Technologies, Tirunelveli)

Fr. A. Leolin Arockiadass, SJ

(ERP Coordinator, St. Xavier's

College)

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Page 7 of 7

ST. XAVER'S COLLEGE (Autonomous)