

AGREEMENT

THIS AGREEMENT is made and executed on this 5th day of January in the year 2017 by and between

M/s ATME College of Engineering (ATMECE), an Engineering College located at 13th KM, Mysore-Kanakapura-Bangalore Road, Mysore-570028, represented by its Principal, Dr. Basavaraj L, hereinafter shall be called as the **FIRST PARTY** (which expression shall unless repugnant to the context mean and include his heirs, successors, assigns, administrators, executors, representatives-in-interest) of the **ONE PART**;

AND

M/s EFFIA TECHNOLOGIES INDIA PRIVATE LIMITED (EFFIA), having its office at #14, Cunningham Road, Unit-301, 3rd Floor, HM Geneva House, Bangalore – 560 052, represented by its Director, **SriAjith A V**, hereinafter shall be called as the **SECOND PARTY** (which expression shall unless repugnant to the context mean and include the members or member for the time being of the said HUF and their respective heirs, assigns, administrators and executors) of the **OTHER PART**;

WHEREAS,

1. **FIRST PARTY** is Technical institute set up with the objective of preparing thoroughbred professionals for the global society of tomorrow and it presents best-in-class features and facilities to achieve such a lofty objective. Among the other highlights of the institute are its focus on cultural values, community service and linkages with leading institutions. With its sensitivity to the fast-changing needs of the ongoing knowledge-age, the institute envisions its evolution soon into a centre of excellence in engineering and management education, contributing true pacesetters of the future society.
2. **FIRST PARTY** for overall development of the students and faculty and to utilize the experience & knowledge of the faculties intends to provide IT consultancy services to reputed IT firms for the sharing of knowledge on the software development and implementation part including the database design, defining coding standards, etc.
3. **SECOND PARTY** is an Information Technology solution provider dedicated towards providing comprehensive end-to-end solutions to all kinds of private and government organisations.
4. The **FIRST PARTY**, has come forward to provide consultancy services for the development of any kind of software solutions and in this connection has submitted a proposal dated 10th August 2016, also after multiple discussion at the college premises

and the offer from the **FIRST PARTY** dated 15th November 2016, the **SECOND PARTY** has accepted the same and these documents shall form a part and parcel of this agreement.

5. **SECOND PARTY** after having detailed discussion and deliberation over the **FIRST PARTY'S** proposal has finally accepted to engage **FIRST PARTY** for providing I. T consultancy services as desired by it and both the parties hereby have agreed to reduce the following terms and conditions in writing as mentioned hereunder;

Now, it is hereby agreed by the parties hereto as follows:-

1. SCOPE OF THE SERVICE

Scope of the service shall be as indicated in the proposal submitted by **FIRST PARTY** dated 15th November 2016, which is annexed to this agreement as **ANNEXURE - I**

2. FINANCIAL ARRANGEMENT:

a. Pricing

It is agreed between the parties that, the pricing for the consultancy services provided by the **FIRST PARTY** shall be on a per annum basis for all the modules mentioned as per Annexure-1. **SECOND PARTY** shall host the solution on it's own secured server for the **FIRST PARTY** to access and test the solution. The **SECOND PARTY** agrees to pay the **FIRST PARTY** at the rate mentioned below after the consultancy services for all the modules has been satisfactorily provided by the **FIRST PARTY** to the **SECOND PARTY**. However, **SECOND PARTY** shall issue login ids and credentials and provide service to teaching, & non-teaching faculty free of cost during the development and testing phase.

Description	No. of Months	Amount (Rs.)
Providing Consultancy services for the development of an End-to-End Campus Management Solution.	12	4,50,000/-

Note:

- i. Cost of hardware like Smart Card Readers, Smart Card Printers, Kiosk with touch screen monitor, High Speed Scanner with ADF feature, Wireless and Wired Bar Code Scanner, etc shall be the responsibility of the **SECOND PARTY** and shall be charged at cost in case it is provided by the **FIRST PARTY**.

b. Payments

All Payment payable to **FIRST PARTY** will be in Indian Rupees. **SECOND PARTY** agrees to make payments within 30 days of the invoice date. On non-receipt of the payments within 60 days after the due date the **FIRST PARTY** may have the

right to discontinue the Services and charge additional interest @ 18% per annum on the delayed amount.

c. Length of service

Both the parties agrees to an initial 1 years contractual term of service

d. Service start date

It is mutually agreed between parties that, the services provided by the **FIRST PARTY** start with immediate effect and the implementation of the respective modules shall happen in parallel. The system shall be functional for the **SECOND PARTY** at the shortest possible time and as soon as the details requested by EFFIA is provided by the **FIRST PARTY**. **SECOND PARTY** agrees to maintain the project schedule as indicated during the fortnightly review meetings.

e. Renewal by client

This agreement will automatically expire after the One Year term unless canceled in writing by the **FIRST PARTY** at least 30 days prior to the end of Term renewal date.

3. TAXES

The price indicated above is exclusive of all taxes. Taxes shall be as applicable at the time of invoicing. At present Service Tax is applicable as per the local statutory laws. At present the service tax is 14.5%.

4. SUPPORT SERVICES

FIRST PARTY agrees to provide Support Services as detailed in its Proposal annexed to this agreement as **ANNEXURE – I**. Apart from this the **FIRST PARTY** also agrees to provide 9 x 5 technical and support services to **SECOND PARTY** via telephone, and in case the issue is not rectified the **FIRST PARTY** shall depute a personnel to rectify the same within 48 hours.

5. TRADEMARKS & COPYRIGHTS

It is mutually agreed between the parties that, Services are protected by copyright, trade secret, and other intellectual property laws. **FIRST PARTY** is only granted the right to use the Services, and **SECOND PARTY** reserves all rights of ownership in the Services granted to **FIRST PARTY** in writing here. As long as **FIRST PARTY** meet any applicable payment obligations and comply with this Agreement, **SECOND PARTY** grants right (except as expressly stated herein) to use the Services as mentioned in the proposal and is valid only for the period of this Agreement.

6. DISK SPACE

SECOND PARTY shall provide sufficient amount of hard disk storage space for the **FIRSTPARTY** users to store their data. On no account the service shall be disrupted for non availability of disk space.

7. INDEMNITY

Each of the Parties hereto agree to indemnify and save harmless the other, and any of its respective successors, licensees and assigns, from any and all losses, costs, liabilities, damages and expenses (including reasonable lawyers' fees) resulting any breach of any representation, warranty and/or covenant under this Agreement.

8. TERMINATION

- i) Either party may terminate this Agreement at anytime on thirty (30) days written notice to the other.
- ii) Either party may terminate this Agreement in the event the other party is in material breach of any provision of this Agreement upon ten (10) business days' prior written notice, unless the party receiving notice corrects the default within such ten business (10) day period.

9. SEVERABILITY

In the event any portion of this Agreement is deemed to be invalid or unenforceable, such portion shall be deemed severed and the parties agree that the remaining portions of this Agreement shall remain in full force and effect.

10. GOVERNING LAW AND JURISDICTION.

This Agreement shall be governed by and construed in accordance with the laws of the Karnataka state and Law of India. To resolve any legal dispute arising from this Agreement, both the parties have agreed to the exclusive jurisdiction of courts in Bangalore, Karnataka, India. If any dispute were to arise between the **FIRST PARTY** and **SECOND PARTY** it should be resolved through Arbitration Proceeding under Arbitration and Conciliation Act 1996. The Award under Arbitration Act shall be binding on both the parties.

11. DATA SECURITY

- a. **SECOND PARTY** agrees to deploy, up-to-date protection, and other security technologies, including proprietary products developed by it as suggested by the **FIRST PARTY** data.
- b. **FIRST PARTY** uses good products / solutions to protect **SECOND PARTY** data and communications.

12. CONFIDENTIALITY

- a. **EITHER PARTY** does not misuse the data that is shared by the **OTHER PARTY**.
- b. **SECOND PARTY** will not review, share, distribute, or reference any such Customer Data except as may be required by law in consultation with the **FIRST PARTY**. In accordance with this Agreement, **FIRST PARTY** may access **SECOND PARTY** Data only for the purposes of providing the services, or technical problems, in connection with customer support matters, or as may be required by law.
- c. Without limiting the above, **SECOND PARTY** shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of **FIRST PARTY**Data.
- d. Attempt to access any other services or solutions of EFFIA that are not a part of the services as mentioned in our proposal, leads to violation of the agreement and EFFIA reserves the right to terminate the services.
- e. **FIRST PARTY** agrees to the **SECOND PARTY** maintaining the data as per the **SECOND PARTY's** policy and conditions. For safety and security, the **SECOND PARTY** stores the data in various locations, including countries outside India, and the **FIRST PARTY** agrees to the same.

13. CONTENT

- a. **FIRST PARTY** is legally responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content") uploaded, posted or stored through use of the **SECOND PARTY's**Services. **SECOND PARTY** agrees not to use the Services for any illegal purpose or in violation of any applicable local, state, federal or international law. **FIRST PARTY** is responsible for any Content that may be lost or unrecoverable through use of the Services provided by the **SECOND PARTY**. **FIRST PARTY** agrees not to use the Services to share, store, or in any way distribute data that is not in accordance with the law. Any users suspected of having information which involves fraud, embezzlement, money laundering, insider trading, support for terrorism, or any other activity proscribed by law may have their accounts terminated, their data erased, and they also may be reported to law enforcement officials in the appropriate jurisdictions. **SECOND PARTY** is not responsible for the Content or data submitted on the application by the users of the **FIRST PARTY**.
- b. **FIRST PARTY** agrees not to use the Services to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:

- i. Illegal, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage or constitute an attack or "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;
 - ii. Content or data that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual's privacy, including posting images about children or any third party without their consent (or a parent's consent in the case of a minor);
 - iii. Except as otherwise permitted by SECOND PARTY in writing, advertisements, solicitations, investment opportunities, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;
 - iv. Virus, trojan horse, worm or other disruptive or harmful software or data; and
 - v. Any information, software or Content which is not legally yours and may be protected by copyright or other proprietary right, or derivative works, without permission from the copyright owner or intellectual property rights owner.
- c. The **SECOND PARTY** may use the feedback, suggestion or ideas, in any way, including all future modifications provided by the **FIRST PARTY** at no cost.
- d. The **SECOND PARTY** may, but has no obligation to, monitor the **FIRST PARTY's** content on the services from time to time. The **SECOND PARTY** may disclose any information necessary or appropriate to satisfy our legal obligations, protect EFFIA or its customers, or operate the Services properly. EFFIA, in its sole discretion, may refuse to post, remove, or refuse to remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

14. Community forums

The Services may include a community forum to exchange information with other users of the Services and the public. Please use respect when you interact with other users. EFFIA does not support and is not responsible for the accuracy of others' content in these community forums. Do not reveal information in the community forum that you do not want to make public. Users may post hypertext links to content hosted and maintained by third parties for which EFFIA is not responsible.

15. FORCE MAJEURE

- a. It is agreed between the parties hereto that in the event of any of the conditions of FORCE MAJEURE existing as a result of which either of the parties hereto is

unable to comply with and/or fails to perform any of their obligations/covenants under this agreement, and if each party gives to the other party a written notice of such event within 15 days after the occurrence or presence of such events informing the other party that due to existence of FORCE MAJEURE the party is unable to perform its obligation/covenants under this agreement then and in that event, the performance of such obligations/covenants shall be suspended during the period this inability continues.

- b. For the purposes of this agreement, FORCE MAJEURE shall interalia means and includes natural calamities, outbreak of war, hostility (whether war is declared or not) acts of foreign enemies, acts of God, riots, earthquakes, floods, fire, civil commotion, invasions, communal strikes, terrorism, political instability, insurrections, partial or total destruction or any similar cause beyond the control of the parties hereto affecting and in spite of exercise of due diligence by the parties, neither party's able to overcome resulting the parties hereto being unable to person their covenants, and/or obligations under this agreement.

16. ADDITIONAL TERMS

- a. **SECOND PARTY** does not give professional advice about the functioning of the institute or the day-to-day activities of the institute.
- b. The **SECOND PARTY** may tell the **FIRST PARTY** about other services, features, products it offers. In case the **FIRST PARTY** decide to use any of these, additional terms and conditions and separate fees may apply.
- c. The **FIRST PARTY** and its users shall track their respective passwords and accept updates. If anyone becomes aware of any unauthorized access to any Services provided by the **SECOND PARTY** including theft or loss of passwords, the **FIRST PARTY** agrees to contact the **SECOND PARTY** as soon as possible. The Services provided by the **SECOND PARTY** may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve and enhance the features and performance of the Services and the **FIRST PARTY** agrees to receive these updates automatically as part of the Services.

17. LANGUAGE

Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern. The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English.

18. GENERAL.

This Agreement is the entire agreement between the FIRST PARTY and the SECOND PARTY and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. This Agreement may be modified only by a written amendment signed by the parties or as provided in this Agreement above. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. Either of the parties cannot assign or transfer ownership of this Agreement to anyone (except as expressly stated herein) without the prior written approval of the other party.

By signing below, I accept the Terms of Service as described above.

For ATME COLLEGE OF ENGINEERING

For EFFIA TECHNOLOGIES INDIA PRIVATE LIMITED



Name: **Principal**
ATME College of Engineering,

Designation: **13th KM Stone**
Mysuru-Kanakapura-Bangalore
Mellahalli, MYSURU-5

Date:



Name: **Ajith A V**

Designation: **Director**

Date: **05/01/2017**





15th Nov 2016

To,

The Director,
Effia Technologies India Private Limited
Bangalore.

Dear Sir,

Sub : Consultancy Services for Effia Technologies for the development of Campus Management Solution.

Ref: Your letter dated 15/10/2016 and discussions had with your team on 25/10/2016

With reference to your letter and the discussion had we are hereby conform in providing consultancy services to your team for the development of the an end-to-end Campus management Solution which shall be suitable for implementing in any kind of educational institute.

Please note our terms and conditions as below

- 1) Effia Technologies shall pay ATMECE a consultancy fee of Rs.4,50,000/- (Rupees Four Lakh and Fifty Thousand Only) for the development of the following modules in Phase I(Annexure-1)
 - a. Enquiry & Admission Module
 - b. Fee Module including payments / approvals / concessions / part-payments
 - c. Academic Module including attendance capture, lesson planning, time table creation, etc.
 - d. Tests & Examination module including submission of online assignments
 - e. HRMS / Faculty Attendance Module
 - f. Placement and Alumni Module
- 2) Our team will be interacting with the EFFIA team for the knowledge transfer and understanding of the domain and further develop a suitable solution.
- 3) ATMECE shall only guide or give consultation for the development of the solution, no ATMCE staff shall do the coding or development activity, this shall purely be the responsibility of Effia.
- 4) Effia is free to visit ATMECE at any point of time for the actual understanding and implementation of the solution as a pilot.
- 5) Any addition or reduction of modules considered as part of the proposal, will be highlighted by EFFIA in the first 3 months of implementation

Pranda
For ATME college of engineering

Pranda
HOD

Dept. of Computer Science & Engg

ATME College of Engineering

Mysuru-570028

Academy for Technical & Management Excellence

1st Kilometer, Mysore-Bannur Road, Mysore - 570 028 P: 0821-2593335 F: 0821-2593328

E-Mail: office@atme.in www.atme.in

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A T M E

College of Engineering



Affiliated to Visvesvaraya Technological University, Belgaum. Approved by AICTE, Delhi and Recognised by Government of Karnataka

Annexure-1

Sl No.	Description	Amount in Rupees
1	Consultancy charges towards providing services for framing process flow chart of ERP Admission Module.	90000
2	Consultancy charges towards providing services for framing process flow chart of ERP Fee Payment Module	75000
3	Consultancy charges towards providing services for framing process flow chart of ERP Academics Module	85000
4	Consultancy charges towards providing services for framing process flow chart of ERP Tests / Examination Module	65000
5	Consultancy charges towards providing services for framing process flow chart of ERP HRMS Module	85000
6	Consultancy charges towards providing services for framing process flow chart of ERP Placement Module.	50000
Total Amount		450000

o/c

Prasanna
HOD
Dept. of Computer Science & Engg
ATME College of Engineering
Mysuru-570028

[Signature]

Academy for Technical & Management Excellence

13th Kilometer, Mysore-Bannur Road, Mysore - 570 028 P: 0821-2593335 F: 0821-2593328

E-Mail: office@atme.in www.atme.in



A T M E

College of Engineering



Affiliated to Visvesvaraya Technological University, Belgaum. Approved by AICTE, Delhi and Recognised by Government of Karnataka

30th September-2016

To,

The Director,
Effia Technologies India Private Limited
Bangalore.

Through,

The Principal,
ATMECE, Mysore

Dear Sir,

Sub : Consultancy Services from Department of Computer Science and Engineering,
ATMECE.

Greetings from ATME College of Engineering, Mysuru.

ATME College of Engineering (ATMECE) was established in the year 2010, believes in imparting holistic education where the student community is the focal point of the learning process. We offer a motivating environment for knowledge assimilation with a sense of social responsibility and human values. We constantly assess our set up for societal / industrial demand

of skill sets for the students. ATME college of Engineering is a college imparting technical knowledge to students for more than 6 years. We have reputed faculties who have both industry and institutional experience and are aware of the latest and trending technologies. As a part of our knowledge sharing and building activities our faculties are willing to share their experience and expertise in the development of softwares and web applications.

In this regard, we would like to inform you that we shall be pleased to associate with your organization for any kind of consultancy services that you may require for any kind of software developmental activities. Our faculties are good at designing of database, defining architecture, frameworks and coding standards.

We are waiting for your favorable reply.

P.onda
30/9/16

For ATME college of engineering

HOD
Dept. of Computer Science & Engg
ATME College of Engineering
Mysuru-570028

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o/c

Academy for Technical & Management Excellence

13th Kilometer, Mysore-Bannur Road, Mysore - 570 028 P: 0821-2593335 F: 0821-2593328

E-Mail: office@atme.in www.atme.in

15th Oct-2016

To,
The Principal
ATME College of engineering
Mysuru, Karnataka 570028

Sub: Requirement of Consultancy Services

Ref: your Letter dated 30/09/2016

Further to the discussion had with you and Computer Science and Engineering department team at your college, we would like to inform you that We at Effia Technologies, are a forward looking team and keen to develop any new solutions that would be helpful its clients / customers in achieving their objectives and vision. Effia has taken many such initiatives in this regard and has successfully implemented large scale projects for state / central governments and private organizations which are beneficial to stakeholders.

We at Effia Technologies are now planning to develop a full fledged centralized end-to-end campus management solution so as to bring all kinds of institutes / colleges / schools under one single roof. As you are aware we would be in the need for an expert consultant for the development of the same so as to guide us in defining the actual real time work flow and identify the real time scenarios so as to minimize the efforts during the implementation phase and also build an extensive solution suitable for all kinds of educational institutes.

Just to give you an idea, we would like to have various modules built-in in the same application which are all interconnected and on a stable platform. The solution shall start from the enquiry / admission stage till the student becomes an alumni of the institute. The major goal of the solution shall be to optimize the existing resources and increase operating efficiency by improving processes and reducing costs. The solution shall allow different stakeholders with diverse needs to communicate with each other by sharing the required information in a single system. The solution shall increase the co-operation and interaction between all stakeholders on a real-time basis and also standardize the processes and data with best practices.

Request you to kindly confirm the availability of your faculty for the consultancy activity and guiding us in developing the above solution and take things forward in the right direction which is mutually beneficial to both of us.

Thanking you and assuring the best of our services at all times.

Your's sincerely

Ajith A. V



TO
HOD CSE




EFFIA Technologies India Pvt. Ltd.
Unit-301, 3rd Floor,
HM Geneva House,
#14, Cunningham Road,
Bangalore -560052.
Off: (91) 80 4096 5076
www.effia.co.in

20th Feb-2018

To,
The Principal
ATME College of engineering
Mysuru, Karnataka 570028

Sub: Work Completion report for the Consultancy services of an end-to-end campus management solution.

With reference to the above, the Consultancy service towards providing services for framing process flow of different modules mentioned below are completed on 15th February 2018.

- a. Enquiry & Admission Module
- b. Fee Module including payments / approvals / concessions / part-payments
- c. Academic Module including attendance capture, lesson planning, time table creation, etc.
- d. Tests & Examination module including submission of online assignments
- e. HRMS / Faculty Attendance Module
- f. Placement and Alumni Module

We would like associated with your institute for future work.



For Effia Technologies India Private Limited



20th Dec-2016

To,
The Principal
ATME College of engineering
Mysuru, Karnataka 570028

Sub: Work order for Providing Consultancy services to Effia for the development and implementation of an end-to-end campus management solution.

With reference to the above, we are issuing work order for providing consultancy solutions for the development of a campus management solution;

The end to end solution implemented will ensure the following functionality:

- Centralized and De-Centralized access to the respective stake holders
- Student Life Cycle Processing
- Separate logins for every stakeholder connected to the College including Chairman, Principal, Faculties, Students, Parents, Librarians, etc.
- Fee management, defaulters reporting
- Timetable and Attendance monitoring
- Certificate issuance and certificate management system
- Flexibility in terms of mapping of students
- Automated salary statement generation
- Uploading of student documents for safe storage
- Automated mailers to parents and students on payment remainders/notices/attendance and approvals.
- Receive notifications
- Class-wise / student wise / faculty wise monitoring
- Keep track and update student / faculty database
- Investigate, Approve, deny and seek more information on real time basis
- Document Management System
- Analytics Report highlighting performance of individuals
- Complaint / Feedback management

End – to –End Education Solution

The end-to-end solution will provide access to college, management, faculties, students, parents and every other stakeholder in the entire system

Scope of Work:

The proposed end to end solution will help colleges to view real time data in the form of extensive analytics and reports, facilitating the stake holder to formulate business strategy. The solution will be ensure complete transparency and will also deal with the current conditions set by the various governing

bodies. The solution developed will be designed in such a way that any policy changes by the government at a later date can be implemented in practically no time without any hassle.

Commercials:

Consultancy services is 4.5 Lakhs/PA

Terms and conditions:

- 1) The price quoted above are per year basis for the modules / features mentioned above.
- 2) Further visits if required, on approval of the management of ATMECE, will be additionally considered and charged on actuals
- 3) ATMEC shall provide consultancy on the technology to be used, the designing of the database, coding standards to be followed, work flow methodology and the implementation process to be followed.
- 4) Any addition or reduction of modules considered as part of the agreement, will be highlighted by EFFIA in the first 3 months of implementation
- 5) ATMECE shall guarantee the availability of one experienced person at all times during the entire phase of the consultancy including the development and implementation
- 6) EFFIA shall do a pilot testing of the solution at ATMECE for all the developed solutions
- 7) The development works shall be carried out by Effia at their local office in Bangalore and will only do a study of the system and implementation at ATMECE
- 8) The source code and other rights for the solution shall remain with Effia only and ATMEC shall only provide consultancy services
- 9) ATMECE and Effia shall sign an NDA within 15 days from the date of acceptance of this work order by ATMECE.

For Effia Technologies India Private Limited



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