

# **MEMORANDUM OF UNDERSTANDING**

**By and Between**



**Lewa Educational Union's  
Dr. Annasaheb G. D. Bendale  
Mahila Mahavidyalaya, Jalgaon**

**And**



**Khandesh College Education Society's  
Institute of Management and Research,  
Jalgaon**

**11<sup>th</sup> August, 2022**



## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding made at Jalgaon on this 11<sup>th</sup> day of August, 2022;

### **BY AND BETWEEN**

**LEWA EDUCATIONAL UNION'S DR. ANNASAHEB G. D. BENDALE MAHILA MAHAVIDYALAYA, JALGAON** situated at Jilha Road, Jilha Peth, Jalgaon-425001 through its Principal Prof. GAURI MILIND RANE, age 64 years, Occupation - Service, R/o - Jalgaon.

(Here in after called the **DRAGDBMM-JAL** and which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include administrative, executors and assigns) as the party of the FIRST PART;

AND

**KCES'S INSTITUTE OF MANAGEMENT AND RESEARCH, JALGAON** administered by KHANDESH COLLEGE EDUCATION SOCIETY, JALGAON situated at IMR Campus, Behind DIC Office, National Highway No.6, Jalgaon-425001 through its Director, Dr. SHILPA KIRAN BENDALE, age ..... years, Occupation - Service, R/o -Jalgaon.

(Hereinafter called the **IMR** and which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include administrative, executors and assigns) as the party of the FIRST PART;

WHEREAS, the **DRAGDBMM-JAL** college has conceptualized complete ERP solutions (the "Software") in respect of its admissions, examinations and all other activities which are part and parcel of **DRAGDBMM-JAL** college's day to day operations which is described in further detail on Specifications and the said ERP solutions shall be effective from the academic year 2023-2024.



WHEREAS, the **IMR** is a Software Developer& Provider with whom the **DRAGDBMM-JAL** college has come to sign this Memorandum of Understanding to utilize the services of Software in connection with the ERP product complete Management system.

WHEREAS, The **DRAGDBMM-JAL** college hereby engages the **IMR** and the **IMR** hereby agrees to be engaged by the **DRAGDBMM-JAL** college to develop and provide the complete Management System Software in accordance with the specifications.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties to this Memorandum of Understanding, the **IMR** and the **DRAGDBMM-JAL** college (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

**1. IMR (Developer's) Duties :**

- a) The **IMR** shall complete the development of the Software according to the milestones/modules described on the form attached here to as Specifications. In accordance with such milestones/modules, the final product shall be provided and will be delivered to the **DRAGDBMM-JAL** college from academic year 2023-2024.
- b) Complete ERP Product will be provided by IMR which comprises for ERP College Management includes modules of Admissions, Fees, and Examinations etc.
- c) Initial Training will be provided to the concerned staff of the **DRAGDBMM-JAL** in their premises by **IMR** Trainers.
- d) Any complaints, suggestions reported by **DRAGDBMM-JAL** via email will be solved by **IMR** through onlineweb. If need arises **IMR** Support Executive will attend the problem in **DRAGDBMM-JAL** college.
- e) **IMR** will do detail study for implementation & Data migration, and submit details implementation plan in a week time.



- f) Normally changes / new requirements are not accepted in software. However, rarely most justified changes may be accepted by **IMR** Development Team. ERP code is updated on second & forth Saturday. So accepted change will be available in minimum 4 weeks from date of acceptance by providers.
- g) Since this will be a totally new Cloud based ERP involving multiple agencies such as Payment Gateway Company, Banks, Cloud Company, there can be initial challenges to all the Users & Students. With Developer Team experience they shall attend the same & give appropriate solution to each issue. After few days, Users & student will understand the advantages of Cloud ERP. As per RBI norms, Payment Gateway Company transfers the money to **DRAGDBMM-JAL** college Bank Accounts normally in 48 hours. All queries are to be addressed to Payment Gateway Company.
- h) All pre-defined reports will be available to **DRAGDBMM-JAL** college in this cost. Any New Functionalities & Reports required to be developed will be charged extra by **IMR** and such charge depending on the Scope.
- i) For Online fees collection necessary formalities / agreement needs to be signed by Institute with Payment Gateway Company.
- j) The issues, Problems always be escalated in the order of System Administrator, Project Manager, Chief Technical Officer and last Development Team of IMR.

## 2. **DRAGDBMM-JAL (Clients) Duties :**

- a) **DRAGDBMM-JAL** college will have to select Software Administrator from their staff who will be responsible for communication and coordination of the Software implementation.
- b) **DRAGDBMM-JAL** college will ensure that all relevant staff takes training and those staff members shall have to do other activities in decided time of



training.

- c) **DRAGDBMM-JAL** college will provide all the relevant information required for development of the Software by online.
- d) **DRAGDBMM-JAL** college have to be decided the Roles of Users & their authorities as per their needs.
- e) All regular data feeding will be done by all concern members of **DRAGDBMM-JAL** College. Relevant members need to give sufficient required time for data feeding. If data will not entered then reports and modules dependent on that data won't give desired output.
- f) If any wrong data is to be feeding, corrections need to be done until the permissions granted by **DRAGDBMM-JAL** College authorities only.
- g) If any change require to be in Software, **DRAGDBMM-JAL** college representative will have to submit it through email before direct calling.

### 3. **Delivery:**

The Software shall function in accordance with the Specifications on or before the Delivery Date.

If the Software as delivered does not conform to the Specifications and modules prescribed in Specifications, the **DRAGDBMM-JAL** college shall within 15 days of the Delivery Date notify the **IMR** in writing of the ways in which it does not conform with the Specifications. The **IMR** agrees that upon receiving such notice, it shall make reasonable efforts to correct any non-conformity.

The **DRAGDBMM-JAL** college shall provide to the **IMR** written notice of its finding that the Software conforms to the Specifications within 15 days of the Delivery Date (the "Acceptance Date") unless it finds that the Software does not conform to the Specifications as described above.



#### **4. Confidentiality :**

The **IMR** shall not disclose to any third party the hierarchy of administration and academic details of the **DRAGDBMM-JAL** College, details regarding the Software, including, without limitation any information regarding the the Client's business (the "Confidential Information"),

#### **5. Developer Warranties :**

The **IMR** represents and warrants to the **DRAGDBMM-JAL** college the following:

After the successfully deployment the Software shall be operated according to the Specifications. If the Software malfunctions or in any way does not operate according to the Specifications within that time, then the **IMR** shall take any reasonably necessary steps to fix the issue and ensure the Software operates according to the Specifications.

#### **6. Modification and Termination:**

No modification of this Memorandum of Understanding shall be valid unless in writing and agreed by the both Parties. Both parties may terminate this Memorandum of Understanding at any time upon material breach of the terms herein and failure to cure such a breach within 15 days of notification of such a breach.

#### **7.Arbitration:**

In case of any dispute or difference arising during the implementation of work, the matter may be referred to a sole arbitrator. The arbitrator shall be appointed mutually by the both parties. Exclusively, the place of Arbitrator shall be at Jalgaon. The decision of Arbitrator shall be final and binding on both the parties. The language of the arbitration proceeding shall be in English.

In witness thereof, both the institution has executed this Memorandum of Understanding through their authorized representatives that is principal & Director respectively.



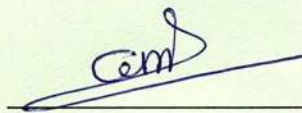
### 8. Period of MoU:

The period of this MoU is initially for 2 years and will be extended by mutual considerations.

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their hands without being threatened or coerced by someone or without being under any influence, after reading &/or thoroughly understanding the said Memorandum of Understanding at Jalgaon on the day and year first hereinabove written.

Party of the First Part



  
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**Prof. Gauri Milind Rane**

**Principal**  
**Dr. Annasaheb G. D. Bendale**  
**Mahila Mahavidyalaya, Jalgaon**

Party of the Second Part



  
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**Dr. Shilpa Kiran Bendale**  
**Director**