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DK 956393

CENTRALIZED CAMPUS MANAGEMENT SYSTEM

ENTERPRISE RESOURCE PLANNING

Terms of Use, Data Protection and Handover

This Agreement, signed on 12th day of December, 2022, between M/s. **Mastersoft ERP Solutions Pvt. Ltd., 1456-A, New Nandanvan, Nagpur, Maharashtra, India – 440024 (Supplier)**, and **St. Joseph College Of Teacher Education for Women, Kovilvattom Road, Ernakulam, Kerala -682035 (Purchaser)**, including its Management, Faculty & Staff, Agents, Representatives, Students and their Parents, etc.), upon Terms as under:

*Sanam S.*  
Mastersoft ERP Solutions Pvt. Ltd.  
NAGPUR

ST. JOSEPH COLLEGE OF TEACHER EDUCATION FOR WOMEN  
ERNAKULAM  
COCHIN-35

*Alice Joseph*  
Dr. Alice Joseph  
Principal in Charge  
St. Joseph College of Teacher  
Education for Women,  
Ernakulam

DISTRICT STAMP DEPOT  
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SANAM S.  
MUNSIFF COURT STAMP VENDOR  
ERNAKULAM

Principal  
ST. Joseph College of  
Teacher Education for Women  
Ernakulam





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1. **Term:** 5 years (renewable by written Agreement on revised terms).
2. **Scope and Objective:**
  - (a) Cloud-based Centralized Campus Management System (CCMS) Enterprise Resource Planning (ERP) is developed, hosted and owned by Supplier, along with its modifications and upgrades (if, as and when made);
  - (b) The Supplier shall implement the CCMS ERP to the extent of Modules procured by the Purchaser; governed by the Offer Letter issued by Supplier and the Purchase Order issued by Purchaser;
  - (c) CCMS ERP is a standard product for all the Clients of Supplier (including Purchaser), and therefore, it is not feasible to modify the same per isolated requirement(s) of the Purchaser;
  - (d) The Supplier may incorporate essential upgrades (assessed as per popular demand, changes in technology, security concerns, or feasible requests of multiple Clients), and the same shall be available non-exclusively to all the Clients of the Supplier once in every three months.



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**3. Responsibilities of Supplier:** The Supplier –

- (a) shall commence its services within 45 days from the date of Purchase Order along with agreed advance payment, or later, as mutually agreed between the Parties;
- (b) shall enable the modules of CCMS ERP procured by the Purchaser along with facilities as agreed in the Purchase Order, on Internet Servers (Cloud / VPS) at Supplier designated location(s), and shall grant access to the Purchaser;
- (c) shall provide adequate online training and support towards usage and optimum utilization of the CCMS ERP to the selected authorized personnel of the Purchaser based on its 'Train the Trainer' model;
- (d) shall provide on-site support towards CCMS ERP as may be required the Purchaser, however, upon payment of charges and facilitation of necessities as may be decided by the Supplier from time to time;
- (e) shall, if so requested in advance by the Purchaser, extend support in the form of configuring the CCMS ERP for important dates like that of Admissions, Examinations and Declaration of Results, in cooperation with the Purchaser;
- (f) may, as an academic initiative, offer free course(s), internship(s) or exam(s) to the students of Purchaser, by communicating the same via SMS / Whatsapp / Email / push notifications / post;
- (g) may, as a security measure, inspect and analyze the data of Purchaser for exceptions / challenges / corruptions / bugs / frauds / malpractices, and report the same (manually / by auto-generation) via email / post / SMS;
- (h) may, if such data needs correction, accordingly inform the Purchaser to take appropriate action; or may correct common / routine mistakes like spelling errors, allotment of medium to students, defining level of Course(s), etc. as may be essential for generation of reports for MIS, NAAC, etc.;
- (i) shall not, modify finance data, exam marks or any other critical data without written consent of the Purchaser;
- (j) shall not, under any circumstances, ask for password(s) from Purchaser;
- (k) shall not, beyond initial support, undertake data entry or processing work.

**4. Responsibilities of Purchaser:** The Purchaser –

- (a) shall designate one Co-coordinator / System Administrator for coordinating with the Supplier for implementation of the CCMS ERP;
- (b) shall develop and maintain the infrastructure as required by or required to be modified by the Supplier from time to time, having basic necessities of a healthy Internet connection with high bandwidth, compatible hardware such as display of 1024x768 pixels, Printer, Scanner, Biometric Machine, compatible Software, Web Browser like Firefox, Google Chrome or Internet Explorer, and such other infrastructure, upon the Supplier approving its compatibility and feasibility with the CCMS ERP; however, the Supplier shall only recommend and not supply the same;
- (c) shall provide training infrastructure at a centralized location, as required by the Supplier; and shall ensure that its key personnel of the Purchaser are available to receive Demonstrations and Training, who may then train the appropriate Users of the Purchaser; Also ensure that Concerned Users

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are participating in webinars-workshops, Difficulty solving sessions (on-line / Physical) organized by Supplier on CCMS ERP or related topics so that Purchaser's Users will be aware of new facilities in CCMS ERP as well as their doubts / difficulties will be solved by Supplier Expert Team.

(d) shall, upon installation of and receiving training towards the CCMS ERP, access the same only through its authorized personnel upon being exclusively granted secret authorized login User-Ids and Passwords for such access by the Purchaser, and such personnel shall be deemed to be bound at the responsibility of Purchaser with the Terms of this Agreement;

(e) shall undertake the sole responsibility of entering Data in the CCMS ERP, the same being beyond the responsibility of or access by the Supplier, and therefore, the Purchaser shall alone be responsible to ensure accuracy, authenticity, correctness and legality of such Data;

(f) shall manually get the aforesaid data entered into CCMS ERP, as there is no feature of migration of Data in the CCMS ERP, and it is understood that only the Data from current session can be entered in the same;

(g) shall, in order to secure the Data entered in CCMS ERP, have the liberty to download the same in the form of various reports on a daily basis, and must do so for ensuring backup of the said Data;

(h) shall, for security reasons, ensure that the reports printed by cash Counter/ Exam staff are always verified and certified by its senior authorities, and that a strict vigil is maintained on old cash collection receipts;

(i) shall use A4 sheets of paper weighing 60-100gsm. for printing of Receipts, as the CCMS ERP does not permit its Payment Gateway to use pre-printed sheets, in order to prevent duplication of the Receipts;

(j) shall ensure that neither of its personnel shall share the access password(s) with unauthorized personnel or the team of Supplier, especially since the team of Supplier shall never require the same from the Purchaser;

(k) shall, in order to ensure time-bound support, raise its important support requirements through the online Ticketing System adopted by the Supplier;

(l) shall, in order to protect its own interests, accord written confirmation from higher authority of the Purchaser, as may be requested for by the Supplier;

**(m) shall check all alerts sent by the Supplier / PG company via SMS / WhatsApp / Email / push notifications / post, and shall take action deemed apt thereupon;**

(n) shall, upon execution of this Agreement, be deemed to have consented the Supplier to communicate with its students for introducing various offers.

(n) shall, prefer online Fees collection via Payment Gateway to reduce the heavy load on its Cash counters

#### **5. Mutual understanding and Responsibilities:**

(a) The CCMS ERP is normally available for 24 hours x 365 days, and the Purchaser should get 98% uptime on an average; however, for technical reasons beyond the control of Supplier like maintenance, upgrading, server failure, etc., the same may not be available to the Purchaser in part / entirety for some time ranging from few minutes to hours; and the Supplier shall endeavour to remedy such situation at the earliest;



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(b) The Supplier may provide extra work and/or Modules beyond the scope of Purchase Order to the Purchaser, upon specifying extra charges towards the same, and upon such charges being paid by the Purchaser;

(c) The Parties shall protect any and every Information received from the other Party as Confidential Information including but not limited to any information under the ownership, proprietary and/or responsibility of the other Party (unless specified otherwise), more specifically including the Intellectual

Property Rights in the form of but not limited to existing CCMS ERP along with any future updates, modifications, customizations and/or new processes incorporated in the same, so also personal data in the form of but not limited to credentials of students / staff / management, finances, etc., along with mutual communications, negotiations, arrangements, transactions and resolutions;

(d) The Parties undertake to not access or use without consent, misuse, abuse or illicitly use, copy, duplicate, modify, decode, reverse-engineer, disassemble, decompile, recreate, enhance, license, transfer, distribute, sell, derive from, timeshare or put to prejudice, such Confidential Information of other Party;

(e) The Parties also undertake not to have, claim or demand any ownership, right, royalty or other benefit over such Confidential Information of other Party;

(f) The Parties shall dispose off the Confidential Information of other Party, if, as and when requested by such Party in the manner of its satisfaction;

(g) The Parties may, without prejudice to the aforesaid, use each other's name, logo, sample data and credentials for reference and marketing purposes;

(h) As a goodwill gesture, the Purchaser shall kindly communicate its experience with CCMS ERP to the prospective customers of Supplier, and if required, shall allow them to visit its Campus on mutually convenient dates, for demonstration and discussions, if, as and when requested by the Supplier;

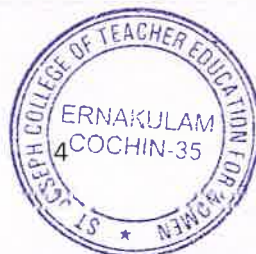
(i) The Purchaser shall also kindly issue written / video Testimonials with respect to the CCMS ERP, if, as and when requested by the Supplier;

(j) Nothing in this Agreement shall prevent the Supplier from submitting due Reports with respect to CCMS ERP as may be required by the authorities like the Central Government, State Government, UGC, NAAC, NBA, Statutory Bodies, or in any demonstrative Presentations and Conferences;

(k) Nothing in this Agreement shall imply an obligation upon the Supplier to share its data structure under any circumstances; and the Purchaser shall not be granted direct access to the database, except through CCMS ERP;

(l) The Parties shall together endeavour to protect the data shared between them by deploying best security methodologies, periodic backup schedules and recovery methods; however, in the circumstances beyond their control, like hacking, virus attack, fire outbreak, electric outage, natural calamities, etc., if any data is lost / corrupted / compromised, the Parties shall have limited liability of the Supplier attempting restoration of data from its latest backup and to resume the CCMS ERP, and failing which the Purchaser re-entering lost data;

(m) The Parties shall deploy CCMS ERP only as per this Agreement, and in consonance with the Terms, Conditions and Policies framed by the Supplier;



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(n) It shall be deemed that the Purchaser has (and shall always have) read, understood and bound itself by the standard Terms, Conditions and Policies of the Supplier with respect to CCMS ERP as posted on its official Website and modified from time to time, which the Purchaser shall always update itself with;

(o) The Parties undertake not to solicit, obstruct or harass any person / entity concerned with the other Party, during and out of course of this Agreement and for a further period of 36 months after termination of the same.

**6. Third-Party Responsibilities:**

(a) Upon due diligence, the Supplier has incorporated Third-Party Payment Gateways in CCMS ERP, and the Purchaser may choose one out of the same.

(b) The Supplier has similarly integrated a Third-Party SMS and Email Gateways, common to all the Clients of the Supplier, appropriately governed by norms of the Government of India / Telecom Regulatory Authority of India.

(c) The Supplier may offer new Gateway option(s) to the Purchaser as per the relevant market, however, to ensure stability of CCMS ERP, the Supplier shall not be able to integrate a new Gateway as per choice of the Purchaser.

(d) The Purchaser shall enter into a direct, independent agreement with such Third-Party providers; and the Supplier shall bear no responsibility in use of the same or in any consequences running therefrom, may it be delay, deficiency or non-fulfillment of Terms agreed between the Purchaser and such Third-Party.

(e) The Purchaser shall, thus bear the sole responsibility of getting acquainted with and monitoring the usage of such Gateways; of negotiations, interactions, certifications and transactions with the same; and of getting its queries / concerns (if any) resolved with such Third-Party.

**7. Schedule of Work and corresponding Schedule of Payments:**

(a) The Parties shall strictly abide by and follow the Schedule of Work and corresponding Schedule of Payments at defined in the Purchase Order (subject to 5% per year price escalation).

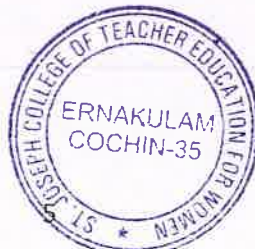
(b) There shall be no reduction of availed Modules (regardless of non-usage) and/or of the value of Billing as agreed in the Purchase Order.

**8. Delay Management:**

(a) Any delay caused in fulfillment of responsibilities of the Supplier due to an act, omission or hindrance on the part of Purchaser shall not account as delay by Supplier; and the Purchaser shall provide apt time to complete such work.

(b) Upon failure of the Purchaser to release payments, in any case within 30 days of issuance of Invoice by the Supplier, the CCMS ERP shall cease functioning until such payment is released, and shall thereafter be restored upon payment of restoration charges by the Purchaser.

(c) Neither Party shall be responsible for delay caused due to an act, omission or hindrance on the part of Third Party.



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**9. Suspension and Termination:**

- (a) This Agreement may be suspended by either Party, upon just cause including breach, non-payment and instances of *force majeure*, for a period of 90 days; subsequent to which it may be terminated if such grievance continues;
- (b) This Agreement may also be terminated upon the aggrieved Party issuing a written Notice of 90 days to such effect, and for immediate termination (only) in the cases of insolvency, winding up or liquidation of either Party;
- (c) Upon issuing the notice of termination, the Supplier may, at its discretion, provide its support for period of upto maximum 90 days; deliver the data of Purchaser in Report format subject to clearance of dues by the Purchaser, erase the same after further 90 days; and dispose off the entire data of the Purchaser;
- (d) Upon termination, the Purchaser shall immediately cease to use CCMS ERP, service environment, equipment and information of the Supplier; release payments due to the Supplier; return material of the Supplier or purchase the same (if the Supplier so agrees) at the then market valuation or valuation as per books of the Supplier (whichever higher); and dispose off the Confidential Information of the Supplier;
- (e) The Parties shall be at liberty to revive, renew and/or re-execute this Agreement upon mutually decided Terms.

**10. Legalities:**


- (a) The Parties undertake to honour the Terms of this Agreement and the law in force at the relevant time in the Republic of India;
- (b) The Parties, to prevent aggravating adversities, undertake to promptly inform the other party of any breach of this Agreement, without suppression.
- (c) Each Party shall be solely liable for any loss, injury or damage caused to the other Party and/or any Third Party, to the extent of its act and/or omission causing the same; and shall indemnify the other Party in such regards;
- (d) Any dispute arising out of this Agreement shall be intimated by the disputing Party to the other Party for attempting amicable resolution, and if such dispute is not so resolved in subsequent 30 days, the disputing Party may initiate Arbitration proceedings in that regard, upon serving the other Party with a Notice of 15 days; thence the Parties shall mutually appoint sole Arbitrator to govern Arbitral Tribunal at Nagpur, India, as per the Indian Arbitration and Conciliation Act, 1996; and the Governing Law for all the purposes of this Agreement shall be the laws of Republic of India;
- (e) This Agreement, consequential communications and proceedings shall be governed, read and understood in English language;
- (f) This Agreement (original) shall be with the Supplier, while its attested photocopy with the Purchaser, both bearing equivalent value in the eyes of law.

In witness whereof, the Supplier and the Purchaser set their respective hands on this Agreement on this 12<sup>th</sup> day of December, 2022 –

  
Seal & Signature  
Supplier





  
Seal & Signature  
Purchaser  
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