

# MEMORANDUM OF UNDERSTANDING

M/S LINWAYS TECHNOLOGIES PVT LTD, KOCHI

&

RAJAGIRI VISWAJYOTHI COLLEGE OF ARTS & APPLIED SCIENCES, ERNAKULAM

IN CONNECTION WITH

PROVIDING SERVICES OF

“ACADEMIC MANAGEMENT SYSTEM”

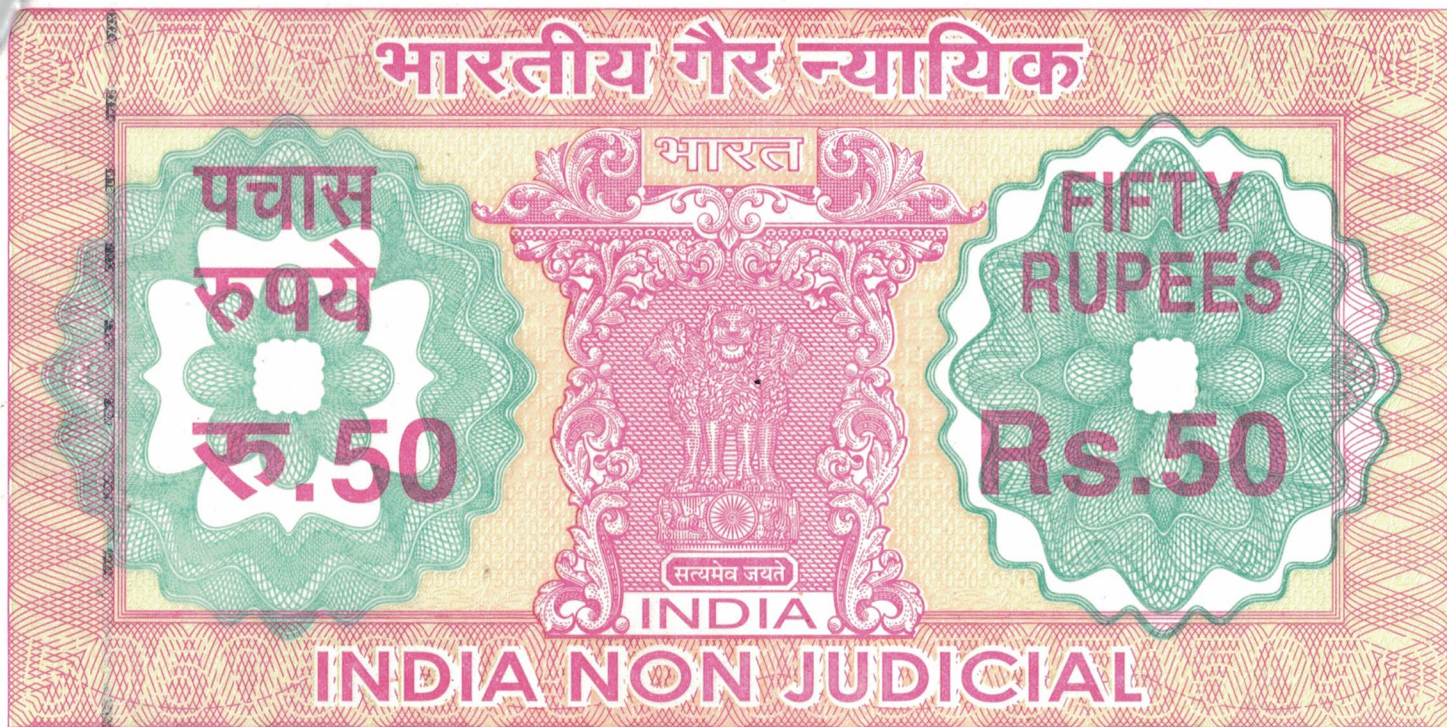
**linways**  
learn in new ways



**RVCAS**

Rajagiri Viswajyothi  
College of Arts & Applied Sciences





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CY 863911

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on the **13th March 2019** between M/s Linways Technologies Pvt. Ltd, Thrive Space Solutions, 17/1684, Chittethukara, kakkanad, Ernakulam, Kerala 682037 represented by **Mr.Francis Davy, Director of M/s Linways Technologies Pvt Ltd** (Here in after called "The First Party") and **Rajagiri Viswajyothi College of Arts and Applied Sciences Vengoor, Kombanad, Perumbavoor, Kerala – 683546.** represented by **Principal, Rajagiri Viswajyothi College of Arts and Applied Sciences Vengoor, Kombanad, Perumbavoor, Kerala – 683546,**(Hereafter called "The Second Party"). Both "The First Party" and "The Second Party" are collectively called "The Parties". Both "The First Party" and "The Second Party" can individually be called "The Party".



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NO. 78634 Value 50/-

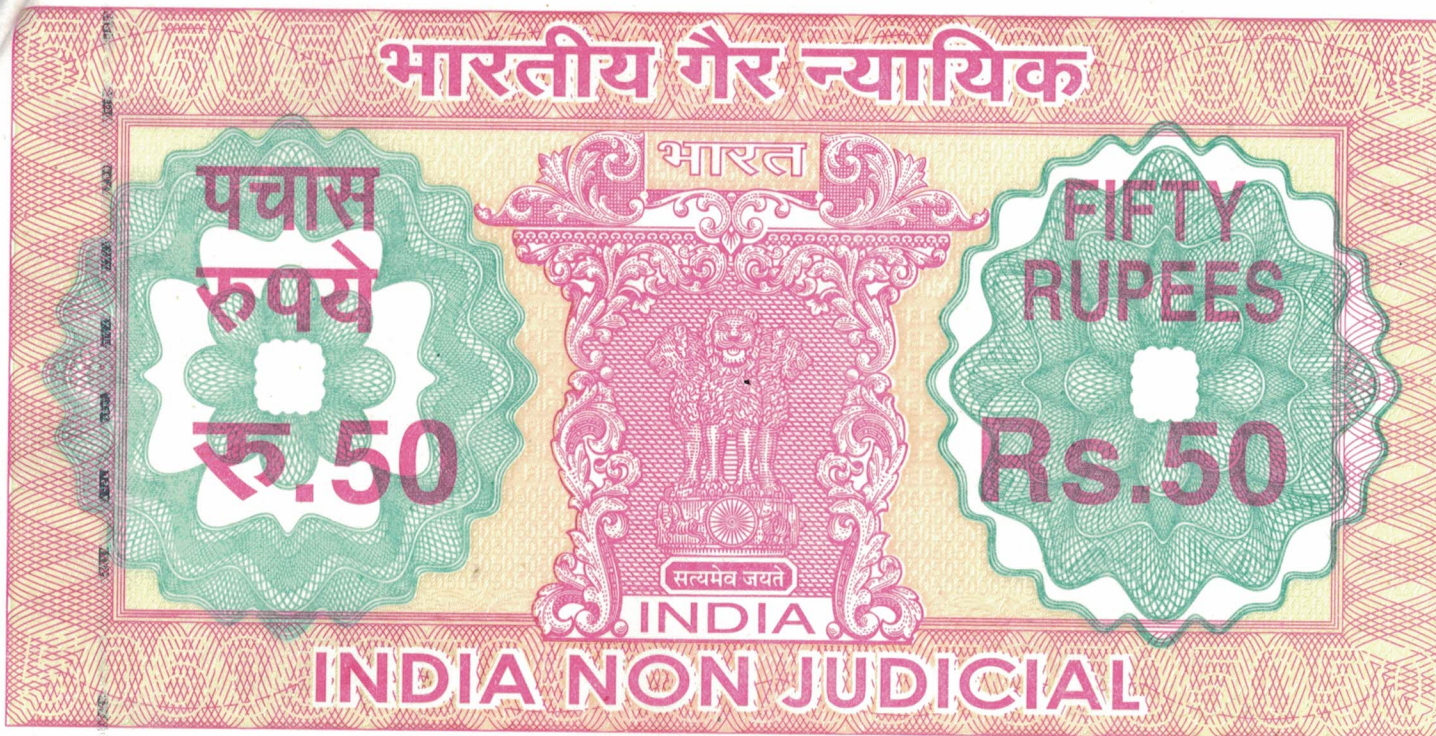
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Linways Technologies Pvt Ltd  
Kochi







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WHEREAS the First Party is engaged in the business of providing services of Academic Management System and is willing to offer the said service to the Second Party on a yearly basis on mutually agreeable terms and conditions.

AND WHEREAS the Second Party is the service receiver as per this MoU, is willing to accept the service provided by the First Party on a yearly basis on the basis of suitable consideration as fixed by the First Party and as per the terms and conditions set forth by both the parties in the MoU.

Accordingly, the Parties desire to create a framework on which to proceed with and to diligently pursue the activities they mutually agree and to implement it in a manner consistent with the terms set forth in this MoU.



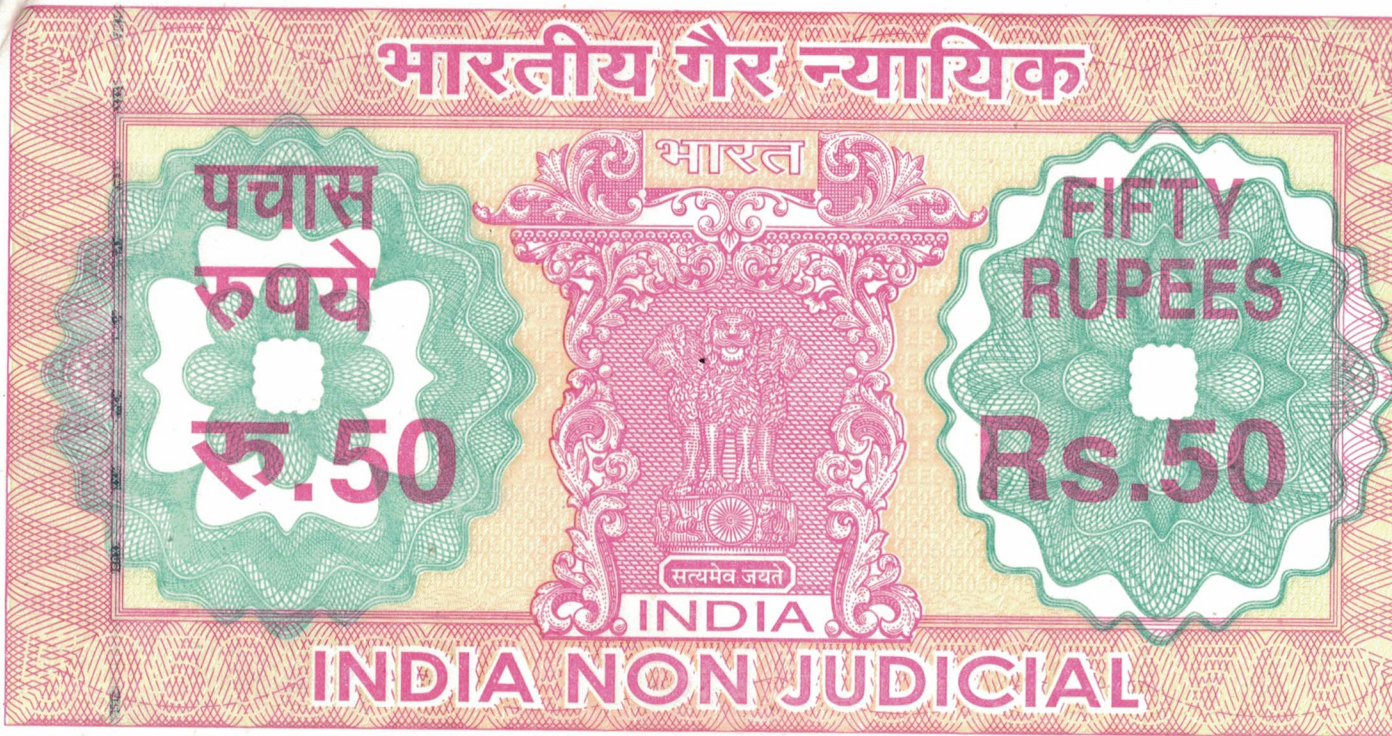
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NOW, THEREFORE, in recognition of agreement in principle, the Parties record their understanding as follows:

- 1) The Second Party will avail the services of Academic Management System provided by the First Party at a price of **INR.75,000** [Seventy five thousand rupees only] per annum for up to 500 students plus other taxes as imposed by Govt. of India or the tax departments or regulators of Govt. of India. First party provided an exclusive discounted rate just for our initial customers.
- 2) During the validity period of this MoU, the First Party should provide necessary remote support to the Second Party with regard to the services provided by the First Party to the Second Party.



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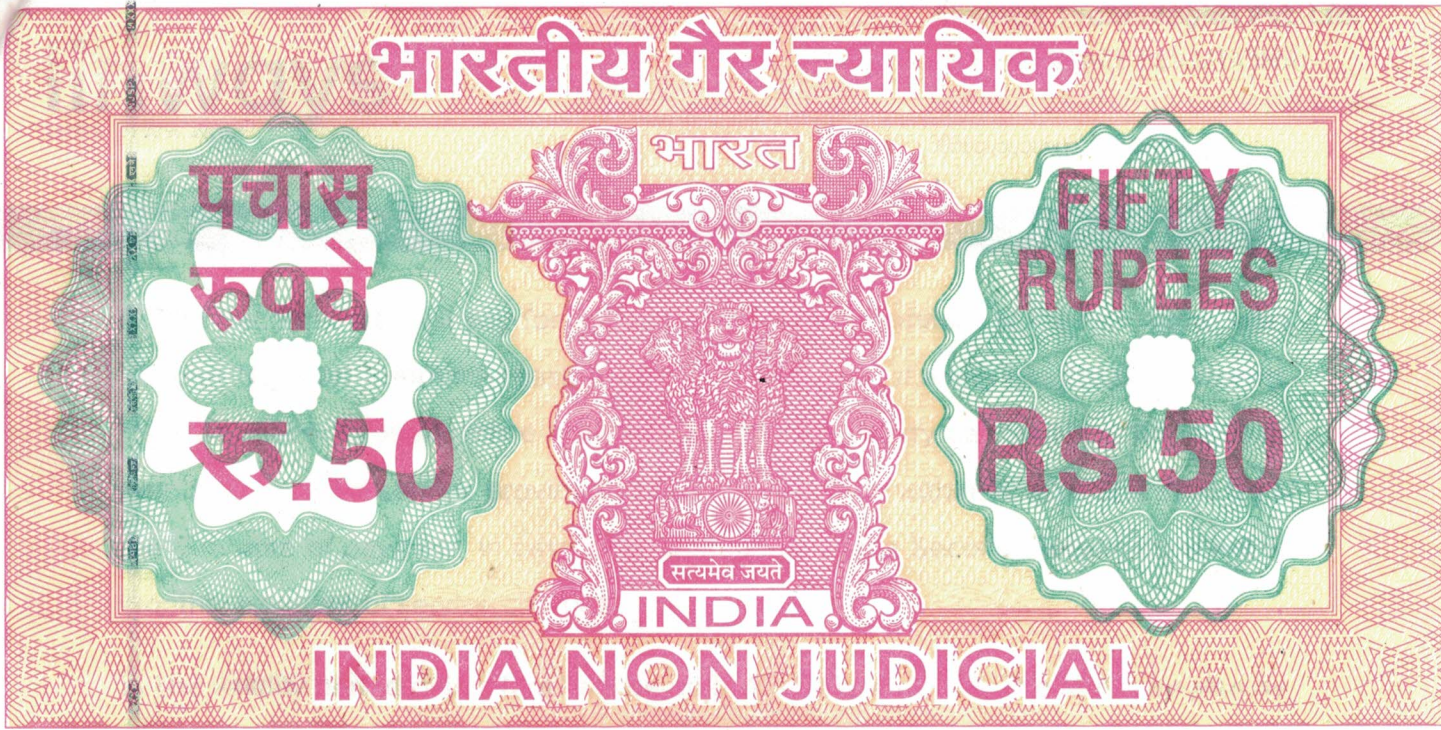
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- 3) The modes of communication for the technical support as mentioned in the clause 2 above will be through Telephone, E-Mails, and Internet chatting.
- 4) The application support as mentioned in the clause 3 above will be available on working days Monday to Saturday on 9:00 am to 6:00 Pm basis during the validity of this MoU.
- 5) No Party shall disclose any information to any third party concerning the matters under this MoU. Any information, whether proprietary or not, to be contained in reports or disclosed by one Party to the other Party, shall be kept strictly confidential by the receiving Party and shall not be disclosed to any third party without the prior written consent of the original disclosing party. This obligation is of binding nature and shall survive the termination or expiration of this MoU.



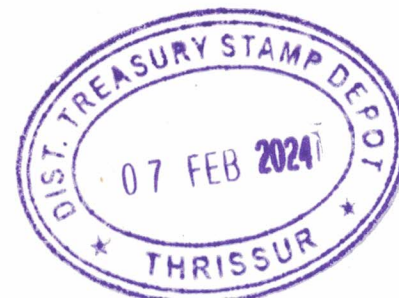
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Value *500*

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*Linways Technologies (p) Ltd  
Kochi*



No. 3 Dist. Court Vendor  
Leena Thekkekkara



6) The Second Party will pay for the above-mentioned services at the rate mentioned in Point No. 1 on a monthly basis, before the 15th day of every month. All payments shall be made through online transactions. The First Party can and has the right to terminate the said service provided to the Second Party within 30 calendar days from the due date of payment, in case of default made by the Second Party in payment of monthly payment of service charges.

7) The validity period of this MoU will be up to **12th March 2025**. The MoU can also be terminated by the mutual consent of both the Parties before the expiry of the validity period of this MoU. The MoU can be renewed with the mutual consent of both the Parties at any point in time within the validity period of this MoU or after the validity period of this MoU.

8) No Party shall have the right or power to bind any other party to any clauses of MoU without the prior written consent of the other Party, except clause 6. The Parties do not intend merely by this MoU to create a partnership, corporation or an entity accessible or taxable under any law of the country.

9) In the event of any difference(s) in opinions or dispute(s) arising out of the interpretation or application of the provisions of this MoU, the Parties shall immediately consult each other with the view to expeditiously resolve such differences or disputes in a spirit of mutual understanding and cooperation.

10) Assignment by a Party of its rights and obligations under this MoU to any other Party shall be subject to the consent of the other Party to the MoU.



11) The First party will provide a mechanism whereby the second party can export all data and reports into Excel format in the event of discontinuation of the service of Academic Management System, and the first party will help and wait for 30 days for the completion of export of data before the termination of service as mentioned in clause 6.

12) Neither party will be in default if its performance is delayed or becomes impossible or impractical by reason of any cause beyond such party's reasonable control.





A handwritten signature in blue ink, consisting of stylized initials and a surname.

IN WITNESS WHEREOF, the Parties by their duly authorized respective representatives have caused this MoU to be executed as of the day and year first above written.

For and on behalf of First Party	In the presence of
Name: <b>Mr. Francis Davy, Director</b>	Name: <b>Mr. Kannan Gopakumar Business Development Manager</b>
Address: Linways Technologies Pvt. Ltd, Thrive Space Solutions, 17/1684, Chittethukara, kakkanad, Ernakulam, Kerala 682037	Address: Linways Technologies Pvt. Ltd, Thrive Space Solutions, 17/1684, Chittethukara, kakkanad, Ernakulam, Kerala 682037
Signature: 	Signature: 
Date: 08/08/2024	Date: 08-08-2024



For and on behalf of Second Party	In the presence of
Name: <b>Prof. Dr. DEVASIA, M.D PRINCIPAL</b>	Name: <b>Fr. Dipin Karingen cm 1</b>
Address: <b>Rajagiri Viswajyothi College of Arts and Applied Sciences Vengoor, Perumbavoor Ernakulam (Dt), 683546</b>	Address:
Signature: 	Signature: 
Date: 08/08/2024	Date: