

To
The Principal
Andhra Loyola College (A),
Vijayawada

DATE: 22-Sep-2022

Page | 1

Sir

Sub: Intimation regarding the expiry of Licenses of Software Application **Students Performance Review System (SPRS) software for PG** supplied and installed in your college and payment of fee for renewal of Licenses - reg.

We would like to bring to your kind attention that the Licenses of the Customized Software applications SPRS referred above that have been supplied and installed have been expired on **September, 2017**. You may kindly recall that we had entered into an agreement with you to provide the above two customized software with licenses for a period of five years at a cost of Rs.40,000/- and with an AMC of Rs.10, 000/-.

In this connection please note that we shall collect Rs. 40,000 (forty thousand only) plus GST for Renewal of **Students Performance Review System (SPRS)** for a period of Five years (**September 2022 To September 2027**) and AMC of Rs.11, 000 (Eleven thousand only) plus GST as applicable and stipulated by the Government of India (GOI) from time to time, by the college to the Solutions. This AMC amount Rs.11, 000 (Eleven thousand only) plus GST every year in advance to the *Solutions*. Out of the Renewal amount 100 % shall be paid at the time of Renewal.

Renewal of SPRS	40,000
AMC	11,000
GST	9,180
TOTAL	60,180 (Sixty thousand one hundred eighty only)

Account particulars:

Sri Manasa Solutions Account number: **32721010000064**, IFSC CODE: **CNRB0013272**,
Canara Bank, Gandhi chowk, Nehru road, Tenali

Page | 2

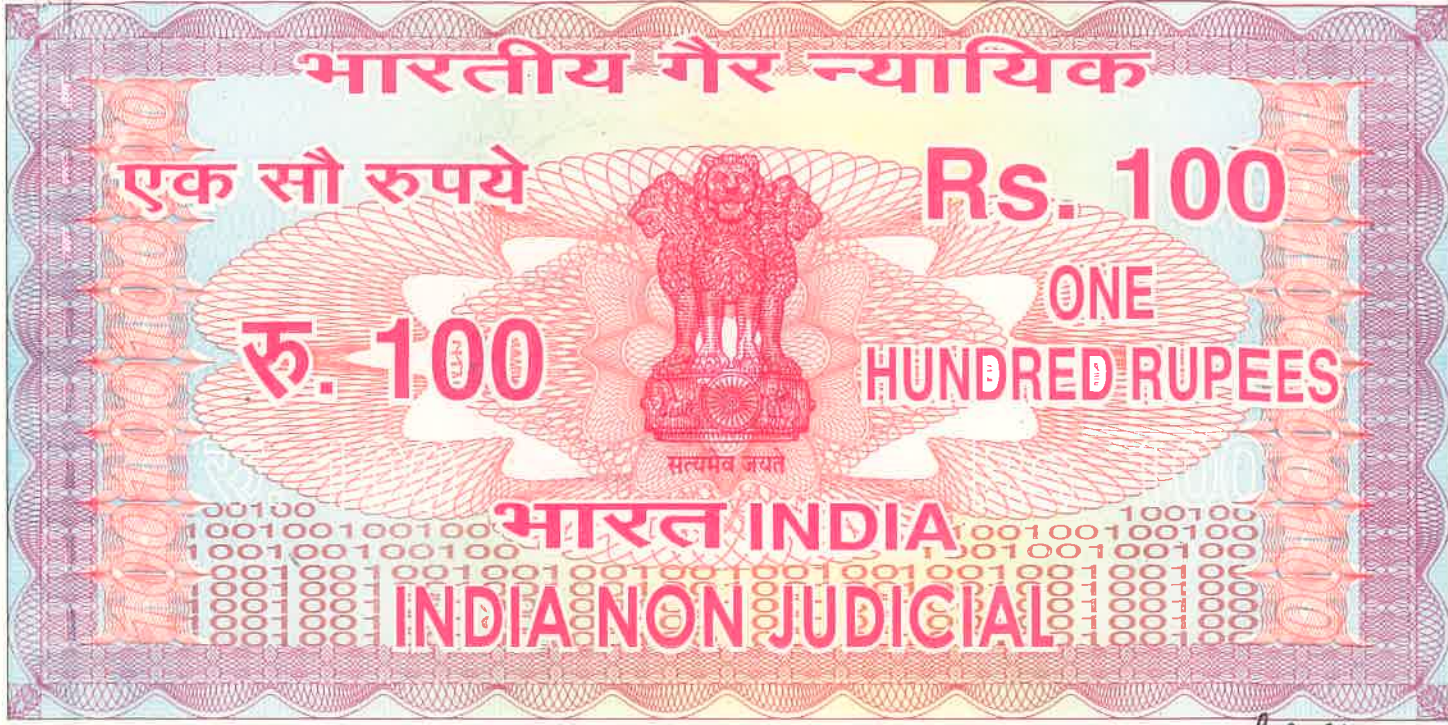
GSTN: 37ARSPC6514E1ZS

Looking forward for your prompt action in this regard.

With best regards,

Yours faithfully,

CH. Krishna Mohan



తెలంగాణ తెలంగాణ TELANGANA

Sl. No. 758 Date : 05/09/2019

Sold to : Sastri Malladi

S/o : Narasimha Murthy Malladi R/o. Hyd

To Whom : RNIT Solutions & Services Pvt. Ltd.

L. Smi-119.
U 811265

Smt L. Smitha Varma
LICENCED STAMP VENDOR
LIC No: 15-10-008/2018
Plot No.527, AAA Residency,
Guttala Begumpet, Ravindra Society
Kavuri Hills Serilingampally
RANGA REDDY DIST
PHONE NO: 9849504171

AGREEMENT

This Agreement is made at Hyderabad on this the 06th day September ; 2019 by and between:

M/s. Andhra Loyola College, with its college at Vijayawada represented by it's Mr. Rev Fr G.M.Victor Emmanuel, SJ. (hereinafter referred to as "INSTITUTION" which expression shall, unless repugnant to the context thereof, mean and include its successors and assigns);
.....Party of the First Part.

AND

M/s. RNIT Solutions and Services Private Limited, a company incorporated under the Companies Act, 2013 having it's registered Office at F-310, Block- A, Hema Durga Towers, Miyapur, Hyderabad-500049, Telangana, represented by its Executive officer Mr. Sastri Malladi , duly authorized by it's board resolution dated 09 July 2019 (hereinafter referred to as "Service



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Provider” which expression shall, unless repugnant to the context thereof, mean and include its successors and assigns); Party of the Second Part.
(hereinafter jointly referred to as the **“Parties”** and individually as a **“Party”**).

RECITALS:

1. **WHEREAS**, the Service Provider is carrying on the business of consultancy and advise in designing, developing, installing, implementing and operating all kinds of software/ information technology / I.O.T./ A.I/ M.L. projects and rendering technical services, business transformation and automation projects and to act as technical and software development consultants in India and abroad.
2. **WHEREAS**, the Institution is a premier educational society involved in imparting quality higher education with an intent to mold it’s students as global citizens and in this regard decided to equip them with the facility of Learning Management system to enhance easy access to their curriculum thereby increasing the competency level of the students is scouting for companies with exposure in Learning Management System.
3. **WHEREAS**, the Institution in order to bring about reforms in the existing system of imparting quality higher education decided to equip it’s students with the facility of Learning Management system, through which they can have easy and unfettered access to their curriculum thereby resulting in the competency level of it’s students increasing, and in this regard is scouting for companies with exposure in Learning Management System.
4. **WHEREAS**, the Service Provider is well equipped with talented engineers and infrastructure to provide high quality software services to its customers, and having experience and exposure in Learning Management System has approached the Institution proposing to design, program, install and implement the software application for education sector known as **“Real-time Learning Management System“ (RLMS)** software for it for the successful technological innovation and economic growth in the larger interest of the society.



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5. **WHEREAS**, after due examination and verification of the antecedents of the Service Provider, Institution on being convinced that the Service Provider is competent and capable to provide it with all the services pertaining to the RLMS software application, accepted the proposal and agreed to engage the Service Provider for the Software Services, Installation, Implementation Services, Installation Services and Training Services(hereinafter referred to as “project“ at Andhra Loyola College, Vijayawada in pursuance of this agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth hereinafter this agreement, both the Parties agree as under:

1. COMMENCEMENT AND DURATION:

Both the parties agree that this agreement shall be effective from the date of execution of this agreement and shall be valid successful completion of the project or till earlier termination as mentioned herein.

2. SCOPE OF WORK:

Following are the expected modules / functionalities as part of the Solution. Application shall have three different types of Logins and they are,

- Admin
- Faculty
- Student

Admin Module:

Admin, as an administrative user of the application is allowed to do the following activities by making use of this application.

- ✓ User can select the courses and their subjects for the institution
- ✓ User can make existing subjects to inactive.
- ✓ User can make the existing courses to inactive
- ✓ User can do the Faculty Management
 - ❖ User can register a new faculty
 - ❖ User can approve the registration of new faculty
 - ❖ User can make any faculty to inactive
- ✓ User can do the Student Management
 - ❖ User can register the new students
 - ❖ User can approve the registration of new student
 - ❖ User can make any student to inactive
- ✓ User can create and manage the group of students.



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- ✓ User can do the News/Events management
 - ❖ User can create the News/Event
 - ❖ User can update the News/Event
 - ❖ User can make the News/Event inactive
- ✓ User can view the dashboard of the following entities
 - ❖ Analytics of Online Exams (Exam attempt and Psychometric Analysis)
 - ❖ Analytics of Courses (Most Active and inactive Courses)
 - ❖ Analytics of Subjects (Most Active and Inactive Subjects)
 - ❖ Analytics of Topics (Most Active, Inactive, Star Rated, Screened and Discussed Topics)
 - ❖ Analytics of Blogs (Most Active and Inactive Blogs)

Faculty Module:

Faculty is allowed to do the following activities by making use of this application.

Faculty is allowed to do the following activities by making use of this application.

- ✓ User can do the Topic Management
 - ❖ User can create the Topics
 - ❖ User can upload the Video file, Text Document for the Topics
 - ❖ User can Update the Topics
 - ❖ User can create the question bank for the Topic
 - ❖ User can view all his topics with ratings
 - ❖ User can make any of the topic inactive
 - ❖ User can do the discussion on the topic with the Students
- ✓ User can do the Exam Management
 - ❖ User can create the exam
 - ❖ User can publish the exam date
 - ❖ User can see the student list who attended the exam.
 - ❖ User can see the exam analytics of the individual student
- ✓ User can create the assignments for the students
- ✓ User can see the assignment submissions of the students
- ✓ User can do the Discussion Management
 - ❖ User can create the discussion
 - ❖ User can see the comments shared by the students
 - ❖ User can give response to the students comments
 - ❖ User can close the discussion
- ✓ User can do the Blog management
 - ❖ User can create the Blogs
 - ❖ User can upload the Video file, Text Document for the Blogs
 - ❖ User can Update the Blogs
 - ❖ User can view all his Blogs with ratings
 - ❖ User can make any of the Blog inactive
 - ❖ User can do the discussion on the Blog with the Students



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- ✓ User can view the dashboard of the following entities
 - ❖ Analytics of Students (Most Active and Inactive Students on Blogs and Topics)
 - ❖ Analytics of Topics (Most Active, Inactive, Star Rated, Screened and Discussed Topics)
 - ❖ Analytics of Blogs (Most Active and Inactive Blogs)

Student Module:

Student is allowed to do the following activities by making use of this application.

- ✓ User can learn the topic by watching video.
 - ✓ User can have discussion on the topic with the faculty
 - ✓ User can take the mock test for the topic
 - ✓ User can see the psychometric analysis based on the mock test
 - ✓ User can see his ranking for the mock test based on adaptive learning
 - ✓ User can give his rating to the topic
 - ✓ User can follow the blog
 - ✓ User can have discussion on the blog
 - ✓ User can give his rating to the blog
 - ✓ User can attempt the online exam
 - ✓ User can see the online exam result along with psychometric analysis
 - ✓ User can see the assignments shared by the faculty
 - ✓ User can submit the assignments.
 - ✓ User can initiate a discussion in the discussion board
 - ✓ User can see the comments for the discussion
 - ✓ User can give comments to the discussion.
 - ✓ User can close the discussion
 - ✓ User can view the dashboard of the following entities
 - ❖ Psychometric Analytics (based on Blooms Taxonomy)
 - ❖ Subject Analytics (Subject based ranking based on mock test in their topics)
 - ❖ Topic Analytics (Topics covered, Top rated and least rated topics based on mock tests)
 - The expected Solution should be developed as Content Management System (CMS) in open Source Technologies. Dept. user shall be able to upload the Content such as lectures, Photos, News, videos etc. on portal.
- a. The Institution acknowledges and agrees that the customized learning management solution known as RLMS software and the first year annual maintenance support services for the said software provided free of any additional cost is strictly limited to this



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transaction alone. Both the parties agree that after completion of the first year of providing annual maintenance support services, if the parties decide to continue the annual maintenance support services beyond 2 years further i.e. 10% of the total work order value shall be payable per year by the Institution to the Service Provider towards annual maintenance support charges besides the parties entering into a separate agreement for the annual maintenance support services.

- b. Both parties agree that in the event, the Institution at a later stage requires additional services not contemplated by this agreement, then the Institution shall submit in advance to the Service Provider a written request for the additional services at cost in addition to the Total Consideration mentioned herein. It is further agreed by the parties that if such request of the University is accepted by the Service Provider, then the same shall be provided at such consideration as may be mutually agreed by the parties.

3. TOTAL CONSIDERATION:

Both the parties agree that for the services rendered by the Service Provider in pursuance of this agreement, the Institution shall pay the Service Provider an amount of Rs.32, 00,000/-(Rupees Thirty Two Lakhs Only)(details of which are as mentioned in the proposal submitted by the Service Provider and the work order dated _____ issued by the Institution in pursuance of the said proposal) as Total Consideration. It is further agreed by the Institution that the total consideration mentioned herein is strictly limited to this transaction alone.

4. DELIVERY:

- a. The Service Provider shall configure the RLMS software and is responsible for carrying out design, installation and implementation of the RLMS software at the premises of the Institution at Vijayawada including providing first year annual maintenance support services during the agreement period.

The Service Provider shall design and deliver the RLMS software addressing the scope mentioned in section two and provide the 2 year AMC support activities.



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- c. The Service Provider should complete module(s), systems and implementation tests as are necessary to verify that the software solution is in accordance with the agreed requirements of the Institution and is ready to be installed.

5. Deliverables and Sign Off

Following are the expected deliverables from the service Provider:

- RLMS Web application Installation in Institution server
- RLMS Mobile app
- Standard Operating Document (SOP) for institution
- End User Training of the application – Service Provider needs to provide the training on the entire application (i.e. web and mobile app) to the department authorized personnel in two separate tranches. i.e. one session during the implementation and second session as part of refreshing training session after completion of six months after implementation.

Institution shall given a sign off to the Service provider for each of the above mentioned deliverables.

6. AMC Activities:

Post implementation, service provider shall provide the required contact details of technical Help Desk to the institution authorized personnel.

Service Provider is expected to adhere to the following SLA's

Priority	Timelines (Business hours)
High (For Ex: RLMS app is not working for any of the users, during working hours) ...	8 hrs
Medium (For Ex: app is working but particular set of users have issues..)	16 hrs
Low (For Ex: a particular report is not available at that moment, any new course addtion issues etc..)	24 hrs

- Business Hours means standard working days from Monday thru Friday from 09:00 am thru 18:00 hrs., excluding Holidays.



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7. PAYMENT:

The Institution represents acknowledges that it shall that pay the Service Provider the Total Consideration along with the issue of a work order by it to the Service Provider as mentioned below.

S.No	Activities	Base Cost	GST (18%)	Total
1	<ul style="list-style-type: none">✓ Delivery of RLMS Web application containing<ul style="list-style-type: none">○ Admin module○ Staff module○ Student module○ Reporting module✓ RLMS Mobile app containing<ul style="list-style-type: none">○ Student Module○ Staff module✓ Implementation of RLMS along with end user training✓ (1+1) year AMC on the functionalities implemented	₹ 27,11,864.41	₹ 4,88,135.59	₹ 32,00,000.00

In Words: Total amount of Thirty Two Lakh Rupees Only



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- ✓ All above prices quoted are inclusive of applicable taxes.
- ✓ Any other activity outside the above-mentioned scope will be considered as additional scope and will follow change management process as per mutual agreement.
- ✓ 75% payment to be made to the service provider on the date of execution of agreement and remaining 25% payment shall be made after implementation.
- ✓ If AMC needs to be extended beyond the second year AMC completion, there will be a charge of 10% of total work order value per annum , applicable taxes extra.

6. RESPONSIBILITIES OF THE INSTITUTION:

- a. The Institution understands and agrees that the RLMS software provided to it by the Service Provider is a customized learning management solution which is strictly limited to this transaction alone and that it cannot utilize the same for it's subsidiaries, associates, branches, associate societies or group companies.
- b. The Institution shall provide a workable space/ room with basic amenities for the staff of the Service Provider to facilitate installation, implementation & related activities for successful installation and implementation of the RLMS software.
- c. The Institution will provide all necessary information to the Service Provider during installation and implementation of the software.
- d. The Institution will provide the Service Provider with all necessary infrastructure and logistics such as (access to institution's servers during deployment, internet..etc) for installation, setup, configuration, installation and implementation of the said software by the Service Provider in the Institution's pre-decided premises.
- e. The Institution shall provide the available infrastructure & basic amenities suitable and ready for facilitating the Service Provider's performance of it's duties under this agreement.



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- f. The Institution will allocate time and schedule for training sessions on the usage of the Software on dates and times mutually agreed between both the parties.

7. RESPONSIBILITIES OF THE SERVICE PROVIDER:

- a. The Service Provider shall design and deliver to the Institution at its premises in Vijayawada, the complete RLMS software program which is within its overall scope as provided in this agreement.
- b. The Service Provider will help install, configure and implement the software for the Institution at the designated location as required by the Institution.
- c. The Service Provider understands that it is responsible for ensuring that the deliverables as mentioned in clause 4 are provided as per the requirements of the Institution.
- d. The Service Provider will provide training regarding usage of the Software to personnel designated and approved by the Institution.
- e. The Service Provider declares that while on Institution premises at Vijayawada, it shall require all of its employees, permitted personnel to adhere to all of Institution's policies and regulations.

8. CONFIDENTIALITY:

Both, the parties herein agree that the execution of this agreement and all actions taken in relation thereto are strictly confidential and that they shall not disclose to any third person, at any point of time, other than when and if directed by a court of competent jurisdiction, any information in relation to these activities or the affairs of business without the joint consent of both parties. Both the parties agree that failure to adhere to the terms of confidentiality as stipulated in this agreement will result in the defaulting party becoming liable for compensation for all/any damages suffered or that may be suffered by the other party.

9. INTELLECTUAL PROPERTY:

Title to the intellectual property rights of the software furnished by the Service Provider will at all times remain proprietary to the Service Provider.



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10. NOTICES:

All notices or other communications in connection with this agreement shall be in English. Except as otherwise specified in the agreement, any notice or demand for information or documents required or authorized by this agreement to be given to either party shall be given in writing and shall be delivered by registered post or by courier or hand delivered against written receipt, to the addresses given below. Each party shall have the right to change the place to which notices shall be sent or delivered. Any changes in the address shall be notified to the other party forthwith, Any such notice shall be effective only upon actual receipt thereof. The address and telephone numbers of each party are as follows:

Address for the purpose of notices or other communications to the

"Institution":

Attention: Mr. Rev Fr G.M.Victor Emmanuel,SJ
M/s. ANDHRA LOYOLA COLLEGE, VIJAYAWADA

Andhra Pradesh.

Telephone No.: _____

Address for the purpose of notices or other communications to the

"SERVICE PROVIDER":

Attention: Mr. Raja Srinivas Nandigam
M/s. RNIT SOLUTIONS AND SERVICES PRIVATE LIMITED

F-310, Block- A, Hema Durga Towers, Miyapur,

Hyderabad-500 049,

Telangana.

Mobile No.: 840491111



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11. TERMINATION:

Both the parties agree that this agreement shall stand terminated upon installation of the RLMS software at the premises of the Institution. However, both the parties agree that on account of breach of any material obligation by either of them, this agreement may be terminated earlier by the effected party by giving the other party 03(three) months advance notice in writing.

12. ARBITRATION:

Both the parties to this agreement agree that in the event of any disputes and/or differences between the parties arising out of or in connection with or incidental to this agreement or construction or interpretation of any of the clauses hereof or anything done pursuant hereto or any matter or thing of whatsoever nature arising under this agreement, then the parties shall exert their best efforts to resolve the dispute amicably through negotiations by referring the same in the first instance to the authorised representatives first mentioned herein who are signatories to this agreement and even then if such disputes or differences are not resolved then the same shall be referred to arbitration for adjudication by a sole arbitrator, to be appointed as agreed mutually by both the parties to this agreement within the meaning of the Indian Arbitration and Conciliation Act, 1996. The award of the sole arbitrator shall be final and binding on both the parties. The language of the arbitration proceedings shall be in English and the venue of arbitration shall be held at Hyderabad. It is agreed that pending resolution of a disputed matter, the parties will continue performance of their respective obligations pursuant to this agreement.

13. RELATIONSHIP:

Both the parties agree that this agreement is not intended to create a relation of partnership, joint venture or an association between the Institution and the Service Provider of any kind whatsoever.

14. ASSIGNMENT:

Both the parties agree and declare that they shall neither assign, license, permit nor sub-Contract either this whole agreement or any part of this agreement to any other party or



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agency without prior written consent of the other party.

15. APPLICABILITY OF LAWS:

This agreement and the terms and conditions arising there under shall be governed by and construed in accordance with the laws of India.

16. MODIFICATION/AMENDMENTS:

Both the parties agree that no modification, variation or amendment of this agreement shall have any legal effect or force unless such modification, variation or amendment is in writing and is executed by both the parties.

17. WAIVER:

It is understood and agreed by both the parties that any delay, waiver, omission or failure of any party to enforce any right with respect to any of the terms, provisions or covenants provided by this agreement, it shall not be deemed or construed as a waiver of any further or future right.

18. SEVERABILITY:

If any provision of this agreement is held to be illegal or invalid by a court of competent jurisdiction under present or future laws or regulations applicable during the term of this agreement, such provision shall be fully severable and this agreement shall be construed as if such illegal or invalid provision never comprised a part of this agreement, and the remaining provisions of this agreement shall remain in full force and effect and shall not be affected by the illegal or invalid provision or by its severance from this agreement.

19. ENTIRETY OF AGREEMENT:

Both the parties further agree that the work order dated _____ forms part of this agreement, and this agreement together with the above-said work order dated _____ sets forth the full and complete understanding of the parties relating to the subject matter herein and supersedes any and all negotiations and representations made or dated prior to this agreement. No party shall be bound by any other obligations, conditions, conduct or representations made orally after the date of this agreement with respect to the subject matter of this agreement.



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20. COUNTERPARTS:

This agreement is executed in two counterparts, each of which shall be deemed to be an original to be held by each party and both together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have caused this agreement to be duly executed by their duly authorized representatives on the day, month and year hereinabove mentioned.

WITNESSES:

(1)

Name: A. Srikant
Srikant Anagonda

Address: RNIT,
Kavuri Hills, Madhapur,
Hyderabad - 500032

**For M/s. RNIT SOLUTIONS AND SERVICES
PRIVATE LIMITED**

SASTRI MALLADI
(Authorized Signatory)



(2)

Name: G. Mathew Srirangam
G. MATHEW SRIRANGAM

Address: Coordinator - RUSA
Coordinator - RUSA
ANDHRA LOYOLA COLLEGE
VIJAYAWADA-8.

For M/s. Andhra Loyola College, Vijayawada

[Signature]
(Authorized Signatory)

PRINCIPAL
Andhra Loyola College
VIJAYAWADA-520 008.

