CENTRALIZED CAMPUS MANAGEMENT SYSTEM (CCMS©) ENTERPRISE RESOURCE PLANNING

Terms of Use, Data Protection and Handover

This Agreement, signed on 1st day of May, 2020, between

M/s. Mastersoft ERP Solutions Pvt. Ltd.,
1456-A, New Nandanvan, Nagpur, Maharashtra, India – 440024
(ERP Service Provider),

and

Deccan Education Society's
Brihan Maharashtra College of Commerce (Autonomous),
845, Shivajinagar Pune 411004
(ERP Service Purchaser),
including its Management, Faculty & Staff Representatives, Students and their Parents, etc.),

upon Terms as under:

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 ERP Service Provider, along with its modifications and upgrades (if, and as and when made);
   b) The ERP Service Provider shall implement the CCMS ERP to the extent of Modules procured by the ERP Service Purchaser; governed by the Offer Letter issued by ERP Service Provider and the Purchase Order issued by ERP Service Purchaser.
   c) The ERP Service Provider 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 ERP Service Provider once in every three months.

d) This agreement between the College and ERP service Provider will be in alignment with the agreement between Parent Body of Service Purchaser i.e., Deccan Education Society and ERP service Provider i.e. M/s. Mastersoft ERP Solutions Pvt. Ltd. (herein after referred as 'Base Agreement') In case of deviation in any clause the agreement between Deccan education society and ERP service Provider will prevail to the terms and conditions of this agreement.

3. **Responsibilities of ERP Service Provider:**
   The ERP Service Provider –
   a) shall commence its services immediately 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 ERP Service Purchaser along with facilities as agreed in the Purchase Order, on Internet Servers (Cloud / VPS) at ERP Service Provider designated location(s), and shall grant access to the ERP Service 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 ERP Service Purchaser based on its 'Train the Trainer' model;
   d) shall provide on-site support towards CCMS ERP as may be required the ERP Service Purchaser, as per the terms and commitment given in the base agreement.
   e) shall, if so requested in advance by the ERP Service 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 ERP Service Purchaser;
   f) may, as an academic initiative, offer free course(s), internship(s) or exam(s) to the students of ERP Service Purchaser, by communicating the same via SMS / WhatsApp / Email / push notifications / post;
   g) Shall develop an Android and IOS apps for college students and Staff and provide all required data on the app.
   h) The ERP service provider will fulfil the requirement of service purchaser as per the base agreement between the parties.
   i) may, as a security measure, inspect and analyze the data of ERP Service Purchaser for exceptions / challenges / corruptions / bugs / frauds / malpractices, and report the same (manually / by auto-generation) via email / post / SMS;
   j) may, if such data needs correction, accordingly, inform the ERP Service 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, Accreditation (NAAC, NBA...)etc.;

k) shall not, modify finance data, exam marks or any other critical data without written consent of the ERP Service Purchaser.

l) shall not, under any circumstances, ask for password(s) from ERP Service Purchaser.

m) shall not, beyond initial support, undertake data entry or processing work.

n) ERP service provider should ensure that the reports and output of data processed should be as per the requirements and rules of the ERP service purchaser, it will be the responsibility of the ERP service provider to seek the proper output of the data entered.

4. **Responsibilities of ERP Service Purchaser:**

The ERP Service Purchaser –

a) shall designate one Co-coordinator / System Administrator for coordinating with the ERP Service Provider for implementation of the CCMS ERP;

b) shall develop and maintain the infrastructure as required by or required to be modified by the ERP Service Provider 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 ERP Service Provider approving its compatibility and feasibility with the CCMS ERP; however, the ERP Service Provider shall only recommend and not supply the same;

c) shall provide training infrastructure at a centralized location, as agreed in the base agreement; and shall ensure that its key personnel of the ERP Service Purchaser are available to receive Demonstrations and Training, who may then train the Users of the ERP Service Purchaser; Also ensure that Concerned Users are participating in webinars-workshops, Difficulty solving sessions (on-line / Physical) organized by ERP Service Provider on CCMS ERP or related topics so that ERP Service Purchaser's Users will be aware of new facilities in CCMS ERP as well as their doubts / difficulties will be solved by ERP Service Provider 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 ERP Service Purchaser, and such personnel shall be deemed to be bound at the responsibility of ERP Service 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 ERP Service Provider, and therefore, the ERP Service Purchaser and shall be responsible and owner of the data, to ensure accuracy, authenticity, correctness and legality of the data entered in the system;

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 60-100 gsm. 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 ERP Service Provider, especially since the team of ERP Service Provider shall never require the same from the ERP Service Purchaser;

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

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

m) shall check all alerts sent by the ERP Service Provider / 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 ERP Service Provider to communicate with its students for introducing various offers.

o) shall, prefer online Fees collection via Payment Gateway to rescue the heavy load on its Cash counters

p) Notwithstanding anything in this agreement if the terms and conditions are beyond the scope of the base agreement. In such case the base agreement will prevail.

5. **Mutual understanding and Responsibilities:**
   a) The CCMS ERP is normally available for 24 hours x 365 days, and the ERP Service Purchaser should get 98% uptime on an average; however,

for technical reasons beyond the control of ERP Service Provider like maintenance, upgrading, server failure, etc., the same may not be available to the ERP Service Purchaser in part / entirety for some time ranging from few minutes to hours; and the ERP Service Provider shall endeavour to remedy such situation at the earliest;

b) The ERP Service Provider may provide extra work and/or Modules beyond the scope of Purchase Order to the ERP Service Purchaser, upon specifying extra charges as per the base agreement will be payble;

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 ERP Service Purchaser shall kindly communicate its experience with CCMS ERP to the prospective customers of ERP Service Provider, 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 ERP Service Provider;

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

j) Nothing in this Agreement shall prevent the ERP Service Provider from submitting due Reports with respect to CCMS ERP as may be required by the authorities like the Central Government, State Government, UGC,

Accreditation (NAAC, NBA…), Statutory Bodies, or in any demonstrative Presentations and Conferences;

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

l) The Parties shall together endeavor 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 ERP Service Provider attempting restoration of data from its latest backup and to resume the CCMS ERP, and failing which the ERP Service 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 ERP Service Provider;

n) It shall be deemed that the ERP Service Purchaser has (and shall always have) read, understood and bound itself by the standard Terms, Conditions and Policies of the ERP Service Provider with respect to CCMS ERP as posted on its official Website and modified from time to time, which the ERP Service 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 ERP Service Provider has incorporated Third-Party Payment Gateways in CCMS ERP, and the ERP Service Purchaser may choose one out of the same.

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

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

d) The ERP Service Purchaser shall enter into a direct, independent agreement with such Third-Party providers; and the ERP Service Provider 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 ERP Service Purchaser and such Third-Party.

e) The ERP Service 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 base agreement
   b) There shall be no reduction of availed Modules (regardless of non-usage) as per the base agreement

8. **Delay Management:**
   a) Any delay caused in fulfillment of responsibilities of the ERP Service Provider due to an act, omission or hindrance on the part of ERP Service Purchaser shall not account as delay by ERP Service Provider; and the ERP Service Purchaser shall provide apt time to complete such work.
   b) Upon failure of the ERP Service Purchaser to release payments, in any case within 30 days of issuance of Invoice by the ERP Service Provider, the CCMS ERP shall cease functioning until such payment is released and shall thereafter be restored upon payment of restoration charges by the ERP Service Purchaser.
   c) Neither Party shall be responsible for delay caused due to an act, omission, or hindrance on the part of Third Party.
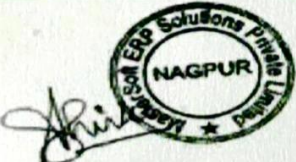
9. **Suspension and Termination:**
   a) This Agreement may be suspended by either Party, upon just cause including breach, non-payment and instances of *force majeure*, for a period of 90 days; subsequent to which it may be terminated if such grievance continues;
   b) This Agreement may also be terminated 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 ERP Service Provider may, at its discretion, provide its support for period of upto maximum 90 days; deliver the data of ERP Service Purchaser in Report format subject to clearance of dues by the ERP Service Purchaser, erase the same after further 90 days; and dispose off the entire data of the ERP Service Purchaser;
   d) Upon termination, the ERP Service Purchaser shall immediately cease to use CCMS ERP, service environment, equipment and information of the

ERP Service Provider; release payments due to the ERP Service Provider; return material of the ERP Service Provider or purchase the same (if the ERP Service Provider so agrees) at the then market valuation or valuation as per books of the ERP Service Provider (whichever higher); and dispose off the Confidential Information of the ERP Service Provider;

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 ERP Service Provider, while its attested photocopy with the ERP Service Purchaser, both bearing equivalent value in the eyes of law.

In witness whereof, the ERP Service Provider and the ERP Service Purchaser set their respective hands on this Agreement on this 1st day of May, 2020

ERP Service Provider	ERP Service Purchaser
Signature & Seal of Authorised Signatory	Signature & Seal of Authorised Signatory

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DECCAN EDUCATION SOCIETY, PUNE

Fergusson College Campus, Pune - 411004
Phone : +91 20 66866106, Fax : (020) 66866120, 66866133
Email : secretary.despune@gmail.com Website : www.despune.org

Ph. No.+9120 30866105, 30866106
Fax : (020) 30866120

Ref. No. : 3016 /14-15

Date : 29 JAN 2015

Work Order and the Statement of Work for provision of Services

Work Order and Statement of Work ("SOW") between Deccan Education Society (DES) and
Persistent Systems Limited, Pune (Persistent)

Duration of Project:	5 years Delivery of Enterprise Licenses of GEMS on cloud infrastructure for Students, Alumni, Teaching and Non-Teaching staff of all the schools, colleges and institutes *and Central Office* of Deccan Education Society, Pune.
Services/ Deliverables	***The Deliverables to be provided are as described in Annexure 2***
Persistent obligation:	a) Provide details of the resource requirements as necessary from time to time – lead time 4 weeks b) Provide timely inputs and necessary approvals on Services provided by Persistent. c) Coordinate with DES Top management for getting necessary approval and payments on timely basis. d) Provide skilled resources to perform Services/ Deliverables as described in Annexure 3 Provide implementation of ERP at all levels in a manner so as to allow seamless movement of data and reports to other ERPs which are being used by the various government departments and universities. e) provide necessary support for bug fixing and operational issues if any f) Status reporting & Live demos as per required frequency during implementation at concerned institute/college/school
Change Order:	The parties shall mutually execute a change order in the event of any changes to the terms of the SOW. Change order template is attached as Annexure 2.

Received
(Prashant Gulalkar)

Fees

Sr No	Description of Deliverables	Cost in Indian Rupees	VAT 5%	Service Tax 12.36%
1	Total enterprise license cost for GEMS software for Deccan Education Society	100 lacs	Yes	Yes
2	AMC cost INR @ 240 per student per year for 20,000 students or actual number, first year.	48 lacs	Yes	Yes
3	AMC cost INR @ 240 per student per year for actual number of students or 50,000, in Second Year.	120 lacs	Yes	Yes
4	AMC cost INR @ 240 per student per year for actual number of students or 50,000, in third Year.	120 lacs	Yes	Yes
5	AMC cost INR @ 240 per student per year for actual number of students or 50,000, in fourth Year.	120 lacs	Yes	Yes
6	AMC cost INR @ 240 per student per year for actual number of students or 50,000, in the fifth Year.	120 lacs	Yes	Yes
7	License cost for Faculties	0	NIL	NIL
8	License cost for Admin Users	0	NIL	NIL
9	224 hrs. of user training	_____	Nil	NIL
10	Total cost for first five years	628 lacs		

a. Based on the applicable Work Order, Invoices shall be raised as per the schedule stated in the table below: calculations are done considering the 20,000 students in the first year and 50,000 students thereafter, and the actual invoice will be raised based on the actual no of students in different institutes in a phased manner. The services will be initially started in the major collegiate institutes of DES, and based on the DES's experience and successful implementation and operations the ERP services will be extended to other institutes i.e. the schools of DES. Hence the numbers stated below are estimates only.
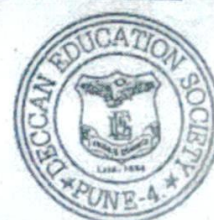
Invoicing schedule

Sr No.	Particulars	Estimated Invoicing Amount (INR)	VAT 5%	Service Tax 12.36%
1	On deployment of software license on cloud with 2 year legacy data	10000000	500000	1236000
2	Knowledge transfer to Super Users, Data migration, Maintenance, software Upgrades, and hosting in 2015	4800000	240000	593280
3	General & Super-user training & support, Maintenance, software Upgrades, and hosting in 2016	12000000	600000	1483200
4	General & Super-user training & support, Maintenance, software Upgrades, and hosting in 2017.	12000000	600000	1483200
5	General & Super-user training & support, Maintenance, software Upgrades, and hosting in 2018.	12000000	600000	1483200
6	General & Super-user training & support, Maintenance, software Upgrades, and hosting in 2019.	12000000	600000	1483200
7	**Sub Total**	**62800000**	**3140000**	**7762080**
8	**Grand Total**			**7,37,02,080**

Payment schedule

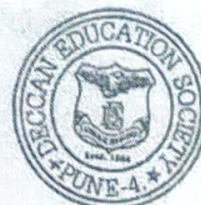| Sr No	Invoice Date	Estimated Invoicing Amount (INR)
1	50% Advance towards License fees Along with PO	5000000
2	Remaining license fees 25% on deployment of GEMS on Cloud but not later than Jan 2016	2500000
3	Remaining license fees 25% on deployment of GEMS on Cloud but not later than Jan 2017	2500000
4	AMC, hosting, onboarding, upgrades etc. during first year of operations @ INR 240 per student X 20000 in 2015 (to be paid in 4 quarterly installments, based on the number of students ~~in the previous quarter,~~ enrolled on the day of invoice within 15 days of the beginning of next quarter). ✶	4800000
5	AMC, hosting, onboarding, upgrades etc. during first year of operations @ INR 240 per student X	12000000

✶ not mentioned in photocopy

	50000 in 2016 ((to be paid in 4 quarterly installments, based on the actual number of students ~~in the previous quarter,~~ enrolled on the day of invoice within 15 days of the beginning of next quarter) ✱	
6	AMC, hosting, onboarding, upgrades etc. during first year of operations @ INR 240 per student X 50000 in 2017 (to be paid in 4 quarterly installments, based on the number of students ~~in the previous quarter,~~ enrolled on the day of invoice within 15 days of the beginning of next quarter)	12000000
7	AMC, hosting, onboarding, upgrades etc. during first year of operations @ INR 240 per student X 50000 in 2018 (to be paid in 4 quarterly installments, based on the number of students ~~in the previous quarter,~~ enrolled on the day of invoice within 15 days of the beginning of next quarter)	12000000
8	AMC, hosting, onboarding, upgrades etc. during first year of operations @ INR 240 per student X 50000 in 2019 (to be paid in 4 quarterly installments, based on the number of students ~~in the previous quarter,~~ enrolled on the day of invoice within 15 days of the beginning of next quarter)	12000000

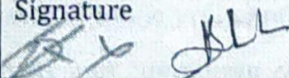|	
	b. The rates stated above are exclusive of taxes. c. DES shall deduct the applicable withholding taxes, all other taxes, as may be applicable shall be paid by DES. d. DES will provide the necessary internet bandwidth to help implement and sustain the system. e. DES will procure SMS pack, payment gateway and email servers necessary for implementing the communication system associated with this ERP. f. DES will make all the payments within 15 days of receipt and acceptance of undisputed invoice from Persistent. DES shall raise its concerns or discrepancies in the invoices within working days from the date of the respective invoice, in the event DES fails to provide such concerns or discrepencies within the specified time period above, the invocies would be deemed to be accepted by DES.
Expenses:	Persistent shall raise invoices for pre-approved travel related expenses on periodic basis. Persistent will seek DES approval before undertaking any travel. Persistent shall provide the list of Deliverables as stated in Annexure 2 to this SOW. DES shall promptly procure the desired hardware in reasonable time before the arrival of the Persistent team for configuration of backup on campus
Technical Point of Contact	Dr Arpita Gopal will be a single point of contact for execution of this project

Additional Terms:	**Approval Process and Acceptance:** Unless otherwise stated in the applicable Statement of Work, within ten (10) working days following receipt of the Deliverable, DES shall complete acceptance tests in accordance with the approval process, acceptance criteria and acceptance plan from time to time. The standard of review of the Deliverable(s) shall be material conformance with the agreed acceptance criteria. By the expiration of review period, DES will submit a written statement to the Persistent indicating acceptance of the Deliverable(s) ("**Acceptance**") or specifying in detail how the submitted Deliverable(s) fail to materially conform to the agreed acceptance criteria ("**Non-conformance**"). Persistent shall correct such Non-conformance within the timelines as agreed between the parties but not less than 30 days, which shall be the sole and exclusive remedy for the Non-conformance. Upon receipt of the corrected Deliverable(s), DES shall promptly reschedule acceptance tests. If DES fails to provide Acceptance or Non-conformance within ten (10) working days of the receipt of Deliverables or when DES uses the Deliverable in its business, whichever occurs first, the Deliverables shall be deemed to be accepted by DES. 1. Persistent will assist DES team to create functional test document and help actual user to test the functionality accordingly.
Location of Service:	Persistent 's offices in Pune

WITNESS THEREOF, the parties hereto have caused this SOW to be duly executed as of the day and year first written above.

Signature	Signature
Name	Prof. Anand Bhide
Title	Secretary, Deccan Education Society, Pune
Date	Date 29.01.2015
Phone No : +91-20-30866122	Phone No +91-20-30866122
Fax No	Fax No +91-20-30866133

Template-Change Order

CHANGE ORDER # ____

This Change Order (including any appendices, schedules, and/or attachments) effective _____ is hereby executed to revise the Statement of Work dated ____ entered between _____ ("Persistent") and _____ ("_____") as amended by prior agreed Change Order(s) or amendments thereto (the "**Statement of Work**").

This Change Order constitutes the entire understanding and agreement between _____ and Persistent with respect to the changes set out in this document, supersedes all prior oral and written communications with respect to such changes (including, but not limited to Change Requests).

The section(s) of the Statement of Work set forth below is/are hereby amended, effective as of _____ by the following text:

1. Statement of Work; **Section 1: Duration of the Project:** [please define the revised term if there is a change in duration due to revised scope of work]

2. Statement of Work; **Section 2: Scope of Work:** [Please describe services or changes requested; change in delivery milestone; change in work schedule]

3. Statement of Work; Section _____: [Modifications, clarifications or supplements to description of services or changes requested in Paragraph 1 above, if any]:

4. Statement of Work; Section 3: _____'s obligation

5. Statement of Work; Section _____ Payment Terms: [Please state impact on price, payment terms, reimbursable expenses, project payment schedule/milestone, etc]

Except as expressly modified herein, all other terms and conditions of the Statement of Work remain unchanged.

Change Order # ____ Approved and Accepted

(Persistent)	(DES)
_____	_____
Signature	Signature
_____	_____
Print Name	(Prof. Anand Bhide)
_____	_____
Title	Secretary, Deccan Education Society, Pune
_____	_____
Date :	Date : 29 January 2015
Phone :	Phone : +91-20-30866122
Fax :	Fax : +91-20-30866133

Annexure 2 – Delivery Milestones and Deliverables from Persistent

Module	Module wise Feature List
Self-services	Staff (reports, Auto Alerts and reminders), students (course info, fee calculation, etc), general public (RTI etc)
Academics	Courses, Subject, Syllabus, Subject allocation, time-table, attendance, evaluation, feedback, Class register, daily monitoring, on-line test.
Teaching	A integrated module with academic calendar, academic planning, scheduling, course file, mentoring, practical's, projects.
Admissions	Course configuration, admission process, criteria and seats. Seats categories, eligibility of admission, Entrance test, fees, admission cancellations, applicant profile, document management, on-line forms, ID cards.
Examination	Exam centers, assessment centers, paper setting, exam scheduling, invigilation, result compilation, reevaluation, mark sheets generation, exam log generation.
Attendance	Muster, attendance entry, login-based attendance, biometric-based attendance, barcode-scanning based attendance, analytical reports.
Course File	Course File includes academic calendar, lesson plan, delivery report, assignments, tests, question banks, subject notes, attendance and evaluation.
Performance	Goal settings, student feedback, standard academic appraisal, customized appraisal, and analytical reports.
Feedback	Academic-specific feedback, customizable evaluation parameters, key process areas, grading, and analytics
Placements	Manages the entire campus placement process. Jobs posting, walk-ins, and registration of eligible students, placement event handling, career guidance, pre-screening, testing and reports.
Research	Research projects, publications, conferences, journals, patents, copyrights and reports.
Profile	Profiles of employee and students includes personal, educational, work experience, contributions and achievements, research, patents, conferences, and related reports
Test	This module facilitates objective tests, subjective tests, question banks, question paper generation, evaluation scheme, time-bound answering, negative marking, and reports.
Discussion	This module includes discussion forum, blogs, document sharing, discussion threads and announcements, notices, messages and poll questions
Notes	Notes categorization, texts, videos, audios, file sharing, and storage.

Module	Module wise Feature List
Stock	Dead stock maintenance, allocation of dead stock, asset records thru barcodes and such other modes e.g. rfid, and reporting.
Infrastructure	Mapping of buildings, rooms, laboratories, hostels, canteens, offices, medical facilities, gaming facilities, reporting and utilization.
Purchase	Vendor management, letter of intent, quotation, purchase order, invoicing, delivery challan generation, bill payments, receipts making and reporting.
Documents	Desktop-like interface for easy document management, searching, sharing and accessibility from anywhere over the Internet.
Event	Event planning, event designing, participation, logistics, committees, announcements, meetings, budgeting, expenses, resource people, sponsorships, printing, registration, attendance, prizes, summaries, feedback, press coverage, media and reporting..
Resource Scheduling	Resource availability, requirements, allocation, utilization and reporting.
Meetings	School Committee, Local Managing, Advisory, PSCC, SSCC, SCCC, HR, PB and any other committee/s formed under statute or by the DES – drafting, confirmation and movement of resolutions passed.

Note:

1. All modules mentioned in column 1 are tentative and can be changed, upgraded by Persistent, from time to time.

2. Suggestive list in Annexure -1(This list is indicative and not complete or final, and may change as per need.)

3. All data required for NBA, *NAAC or any other accrediting body* outcome based accreditation schools, Under Graduate, Post Graduate colleges and Institutes and ISO standards should be available in the MIS system.

Module	Module wise Feature List
Announcement	Announcement helps broadcast timely messages to various users across an institute. This includes announcing, uploading of attachments, categorization, emailing, sending SMS and maintaining history.
Communication	Communication thru emailing, attachments, categorization, sending SMS and maintaining history.
Committee	Governance through committee, external/internal members, organizing meetings, organizing events, duties allocation, budget making, expenditure reporting, and related reports.
Apps	Hosting free/paid apps, buying of apps, billing, payments, updating of apps
Project	This module help students to display projects, get mentorship, experienced guidance, idea sharing, sell/buy projects.
Mentoring	Multi-level mentoring, stakeholder meet-ups, parent reporting, and more.
Worksheet	Includes daily worksheet, on-duty reporting, goal-mapping, and monitoring and control, effort calculation, reporting and analytics.
Scheduler	Personal planner, academic planner, financial planner, placement planner, event planner, reminders, emailing, sending SMS, scheduling, to-do lists, reporting.
Recruitment	Roaster, advertisements, marketing, reservations, applications, scrutiny for eligibility, interviews, grade pays, appointment orders, reporting and analytics.
Office	Muster, roaster, service book, leave accounting, salaries, fees, inward/outward, documentation, and related reports.
Finance	Expense and advance vouchers, ledgers, trial balance, expenditures, income statements, expense statements, balance sheets, budgeting and statistical reporting.
Salary	Grade pay, basic, HRA, gross pay, arrears, deductions, tax saving, salary slips and payroll
Hostel	Room /dormitory allotment, permanent/temporary allotment, night-out applications, grievance management, mess/canteen management, billing and accounting
Transport	Fleet management, vehicles, driver allocation, route management, documents renewal, trip management, maintenance, spare parts management, stocking, and reporting.
Inventory	Movement of items, procurement management, stock management, distribution, inventory control, reordering, EOQ and reporting.
Library	Stocking of books/journals/CDs/DVDs/magazines/*any other medium* management, membership management, catalogue management, Online Public Access Control (OPAC), transactions, and reporting.

Persistent obligations:
- Provide skilled resources to perform Services/ Deliverables as described above.
- Ensure data security and backup. Physical backup will be provided every day on Premises.

Location of Service

Persistent 's offices in Pune

Technology to be used by Persistent:
- Application Server On Cloud / Go Daddy
- Database Server – On DES Premises only for the backup of the data at one location
- Query processing / SQL DOC parser
- Separate Network Domain
- FTP Access will be provided
- Front End
    - JSP, JavaScript along with J-Query Plugin's 1.8.17, Bootstrap 2.0.4 and Ajax
- Business Logic
    - SPRING (3.0.5) MVC Layer and frameworks.
- Persistence Layer
    - HIBERNATE 3.0
- Security
    - Spring Validators and Spring Security
- Database
    - MySQL. (5.0)

Hardware and support from Deccan Education Society

- One backup server
    - 8 GB Ram
    - 1 TB Hard Disk
- Linux OS Cent – OS (Freeware)
- Tomcat 7.0.x (Freeware)
- JDK 1.7.x (Freeware)
- MYSQL 5.x (Freeware)
- Static IP
- 2 Mbps bandwidth

DES obligations:
- Provide details of the resource requirements as necessary from time to time.
- Provide timely inputs and necessary approvals on the Services provided by Persistent.
- Making the payments on timely basis.
- DES shall provide Persistent the necessary infrastructure and access required to perform the Services including working space and computing facilities as mutually agreed. DES shall supply in timely manner information, materials and actions necessary to the Services.

Technical Point of Contact

Mrs Rupali Bawiskar will be point of contact for this project from DES for the entire DES. For each institute, a point of contact will be established by DES and communicated to Persistent.
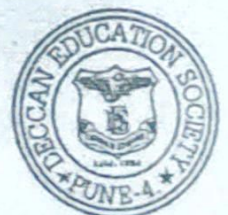
Deployment Schedule for group of institutes/colleges /schools taken in respective phases:

As mutually agreed from time to time in a phased manner on following lines

Task	Days	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12	W13	W14
Organizing	10														
Admission	20														
Finance	20														
Salary	10														
Exam	40														
Admin	20														
Purchase	10														
Academics	40														
Placement	10														
Library	15														
Hostel	15														

Details of Service Contract:

Services expected

- Hosting
- Execution
- Access
- Security
- Configuration as per user needs.
- Up gradation of cloud technology if required.
- Access time should be less than 30 seconds
- Uptime should be > 98%
- Integration of the system with existing hardware.
- Integration of the system with existing software packages and applications.

Terms:

1. **Confidentiality**: In connection with this SOW, Parties will acquire or develop confidential and proprietary information concerning the other Party and its dealings and methods of dealings including but not limited to commercial terms, financial and business information, processes and proprietary information (collectively "Confidential Matter"). Parties agree that such Confidential Matter is for the exclusive benefit of the other Party and that, both during term of this SOW and at all times thereafter, either Party will not directly or indirectly use or disclose any Confidential Matter except for the sole benefit of and with prior written consent of disclosing Party. Upon the termination of this SOW, a Party will promptly return all Confidential Matter to the other Party, on request. Either Party shall not disclose any third party information to the other Party without being duly authorized by such third party. Nothing stated in the clause shall permit a Party to use other Party's trade mark, trade name and logo in self-promotional materials, proposal or similar matters or make any public statement about the specifics of the Services performed under this Agreement without the prior written consent of the other Party.

2. The data of DES, related to the students and staff, accounts and finances, all transactions of whatever nature, any and all the information regarding assets of DES shall be treated by Persistent as confidential data and will not be disclosed or shared to/with any agency of any nature under any pretext/reason, without the express consent of DES.

3. **Third Party Software:** In case any open source software or third party proprietary software ("Additional Software") is used for providing Services under this SOW, such Additional Software shall be governed by its own license terms and conditions. Persistent shall have no liability for such Additional Software. DES represents and warrants that it has the valid licenses for the Additional Software and that it will comply with license terms and conditions of such Additional Software.

4. **Warranty Disclaimer:** EXCEPT AS EXPRESSLY STATED IN THIS SOW, THE PARTIES DISCLAIM ALL WARRANTIES OF ANY KIND, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION BETWEEN THEM, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE

   Limitation of Liability: IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR (I) ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSS OF REVENUE OR LOSS OF BUSINESS PROFITS, HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) DAMAGES RELATING TO ANY CLAIM THAT ACCRUED MORE THAN TWO YEARS BEFORE THE INSTITUTION OF ADVERSARIAL PROCEEDINGS THEREON.

   SUBJECT TO THE ABOVE AND NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE CONTAINED HEREIN, THE MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE)) OF PERSISTENT, REGARDLESS OF THE FORM OF CLAIM SHALL BE THE AGGREGATE FEES PAID TO PERSISTENT HEREUNDER FOR PRECEEDING THREE MONTHS OF THE EVENT GIVING RISE TO SUCH CLAIM UNDER THE APPLICABLE STATEMENT OF WORK. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED WARRANTY OR REMEDY HEREIN

5. **Non-Solicitation:** During the term of this Purchase Order and for six (6) months thereafter, neither party will directly or indirectly recruit, solicit or induce any personnel, consultant or advisor of the other party to terminate his or her relationship with such other party. Neither party shall directly or indirectly recruit former personnel of the other party without the prior written consent of the
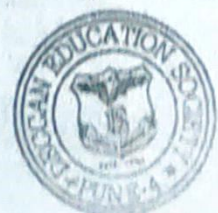
other party, where former personnel shall mean a person who ceases to work for the other party and a period less than one year has since elapsed

6. **Term and Termination**: This SOW is effective for a period of five (5) years from the execution Date. SOW may be terminated by either party without cause upon ninety (90) days prior written notice to the other party. Either party may terminate this SOW (a) with thirty (30) days' notice if other party materially breaches the terms of this SOW or (b) immediately, in following events (i) the other party becomes or applies for insolvency, bankruptcy, reorganization or liquidation, (ii) a receiver is appointed for its business or assets or applied for by the other party, (iii) a third party files, or has filed an action under (i) or (ii) above against the other party, (iv) an order for relief under the applicable bankruptcy or insolvency law has been issued or applied for by other party.

Upon termination of this SOW for any reason, Persistent shall be paid fees or expenses or both up to the effective date of the termination and DES shall be refunded any excess amounts paid by DES to Persistent.

Further, in the event persistent/ original IP owner of the Deliverables/ ERP decides to discontinue the ERP or provide support for the ERP, entire rights to use the ERP delivered to DES shall rest with DES, and DES shall have rights, at its own cost, to continue the hosting of installation and operations, reinstall the ERP with another party, or employ another service provider to assist DES to continue the use of the ERP provided by Persistent *and Persistent will provide all the necessary cooperation and assistance free of cost to effect such transition.*

7. **Force Majeure**: Neither party shall be liable for any failure or delay in fulfilling the terms of this Agreement due to fire, strike, war, civil unrest, terrorist action, government regulations, act of Nature or other causes which are unavoidable and beyond the reasonable control of the party claiming force majeure. This provision shall not be construed as relieving either party from its obligation to pay any sum due to the other party.

8. **Governing Law and Dispute Resolution**: The terms of this SOW shall be governed, interpreted and construed in accordance with the laws of India. All disputes, differences, claims and demands arising under or pursuant to this Agreement shall be conducted in Pune in English language, before the arbitral tribunal presided over by sole arbitrator as may be appointed by mutual consent of the parties, preferably having law background, in accordance with the provisions of the Arbitration and Conciliation Act 1996 or its successor statute, if any. The parties shall bear the cost and expenses of such arbitration in equal share. This shall be subject to jurisdiction of courts in Pune.

9. **Subcontracting**: Under this SOW, the word "Affiliate" shall mean, with respect to any entity, any other entity that owns or controls, is owned or controlled by, or is under common ownership or control with such entity. The parties acknowledge that Persistent's Affiliate may provide Services to DES. In such event, DES, Persistent and the Persistent's Affiliate shall execute a separate tripartite SOW for Services and Persistent shall ensure the deliverables from third party are being complied as per conditions laid down, if any.

10. **Entire Agreement**: This SOW shall constitute the complete agreement between the parties respecting the subject matter. This SOW may not be extended, amended, terminated, or superseded except by agreement in writing between the parties. This Agreement supersedes all previous agreements between Persistent and DES, whether oral or written, regarding subject matter hereof.

11. Persistent Systems Limited will provide documentation at the start of the project and user (operational) manual after completion of each module.