



St Aloysius College (Autonomous), Mangaluru


Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021

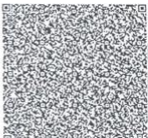
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TECHNICAL SERVICES AGREEMENT

THIS TECHNICAL SERVICES AGREEMENT ("Agreement") is executed at Mangalore on 1st January 2012 between St.Aloysius College, Light House Hill Road, Mangalore- 575 003, India [hereinafter called the "Client" which expression shall where the context so admits include its successors and assigns] and Gumbi Software Pvt. Ltd., No. 202, II Floor, Center Point Building, Hubli - 580029, India [hereinafter referred to as "Service Provider" which expression shall always include its successors and assigns]. Client and Service Provider are hereinafter referred to jointly as the "Parties" and each as a "Party".

Initials of Service Provider 

Initials of Client 

Principal
ST. ALOYSIUS COLLEGE (AUTONOMOUS)
MANGALORE-575003

Statutory Alert:
1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
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St Aloysius College (Autonomous), Mangaluru

Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021

WHEREAS

A. Client is a Mangalore based education provider.

Client approached the Service Provider for offering Technology Services and both parties agreed as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. Scope of Services

- 1.1 Technology towards automation of College Administration by developing a Centralized software solution for St. Aloysius College (Autonomous).
- 1.2 Maintenance of Software
- 1.3 Updates whenever required
- 1.4 Database Management of entered database and required Reports generation.

2. Deliverables

- a) With regard to 1.1, the service provider shall develop the software and install at the premises of the client.
- b) With regard to 1.2, our support team offline (at our offices) would assist in day to day working of the software.
- c) With regard to 1.3, upon request of software upgrade, quote shall be provided and upon receiving payment, development work will begin on the service provider side. The same shall be applied to "Change in requirement". Updating with modifications shall not be charged unless the service to be provided is a "new requirement". The "new requirement" definition is determined by mutual agreement between the service provider and the client.
- d) With regard to 1.4, our support team offline (at our offices) would assist in day to day working of the software and require report generation.

3. Compensation for services

- The Fees for the services would be as follows
 - With regard to 1.1 the Client shall not pay any charges for the software developed till date. Client would make a payment on any extra development and modifications later on the software with mutual consent.
 - With regard to 1.2 & 1.3 the annual service charges would be
 - Rs. 2,00,000 only from 1-1-2012 to 31-12-2012
 - The support available during weekdays. Bug fixes and upgrade requests will be done on an average of 1 week. 50 bug fixes, max of 4 technical visit if required (Quarterly once) would be part of the package and all other requests will be "price quoted" and charges are borne by the client.
 - All Bugs reported should be given in writing or via email.

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ST. ALOYSIUS COLLEGE (AUTONOMOUS)
MANGALORE-575093



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Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021

- Web hosting or any third party software or services would be extra on actual borne by the client.
- Subsequently the AMC from 1-1-2013 shall be fixed on the basis of mutual consultation and agreement. If price agreement is not reached, the service provider has the right to cancel all services until an agreement has been settled upon.
- 50% of the AMC shall be paid by the client within the first month of the year and the remaining 50% within the last month of the year.

- All payments are subject to service taxes and should be paid in advance.
- Service charge of 10% is applicable on all invoices and should be borne by the Client.
- Service Provider would submit invoices to Client.
- The bug fixes and upgrades performed from January 2012 onwards will be subtracted from the 50 free bugs provided under this agreement.

4. Confidentiality Obligations

Service Provider agrees to treat all information received from the Client during the course of providing the Services and Deliverables, as strictly confidential ("Information"). Service Provider shall not publish or disclose the Information to any other persons without the prior written approval of Client. Service Provider will exercise that same degree of care to prevent disclosure of Information, as it takes to preserve and safeguard its own proprietary information, which shall in no event less than a reasonable degree of care.

The obligations of Service Provider under this Section will not apply to any Information which:

- is already known to or independently developed by Service Provider;
- is publicly available or becomes publicly available without a breach of this Agreement by the Service Provider;
- is rightfully received by the Service Provider from a third party, without any obligation to maintain the confidentiality thereof; or
- is compelled to be released by law or in the course of litigation, by a third party, provided that, Service Provider provides Client with notice of such compulsion sufficiently in advance of disclosure so as to provide the Client reasonable time period to seek a protective order.

The obligations of Service Provider hereunder shall survive expiry or prior termination of this Agreement.

5. Responsibilities of Service Provider

- In providing the Services and Deliverables, Service Provider will exercise the same degree of professional competence, care, skill, diligence and prudence as is normally exercised by professionals in the field.


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St Aloysius College (Autonomous), Mangaluru

Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021

- Service Provider shall provide the Services and Deliverables in a timely manner in accordance with the terms hereof.
- Service Provider shall discuss the manner and methods to be utilized with the Client prior to implementation.
- Service Provider agrees to conduct itself at all times for the benefit of the Client and never knowingly take any action inconsistent with Client's best interests.
- Service Provider will provide all necessary and requested documentation, information, and knowledge capital to the Client.

6. Responsibilities of Client

- The Client will provide all information required to Service Provider to make the software as per the requirements of the client.
- The Client would make applicable payments promptly.

7. Reserved rights

The Service Provider shall reserve the rights for the developed software for any further marketing and the client shall not have any objections and rights in that matter.

8. General Matters

- 8.1 **Termination:** Either party shall have the right to terminate this Agreement on the occurrence of any one or more of the following events. (a) the breach by the other party of any other term of this Agreement and, if capable of cure, failure to cure the same within 60 days thereof; (b) the insolvency of either party; (d) any proceeding is instituted by either party under any bankruptcy, insolvency, moratorium or similar law; (e) any proceeding is instituted against either party under any bankruptcy, insolvency, moratorium or similar law unless such proceeding is dismissed or discontinued without prejudice to their creditors within 60 days after it is instituted; (f) any assignment by either party of substantially all of its assets for the benefit of creditors; (g) placement of either party assets in the hands of a trustee or receiver, unless the receivership or trust is dissolved within 60 days thereafter; (h) a change in the ownership of either party in case such change results in the ownership getting transferred to a competitor of the other party.
- 8.2 **Preservation of rights:** Termination of this Agreement for any reason whatsoever shall be in addition to, and not in lieu of, all rights and remedies available to either party at law or in equity. Notwithstanding termination, each party shall complete its unfulfilled commitments to the other party.
- 8.3 **No Waiver:** The failure of either party to assert any of its rights under this Agreement shall not be deemed to constitute a waiver of that party's right thereafter to enforce each and every provision of this Agreement in accordance with its terms. A failure in the validity of one or more of the terms of this agreement does not affect the remainder.

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St Aloysius College (Autonomous), Mangaluru

Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021

- 8.4 **Notice:** All notices required or permitted by, or made pursuant to, this Agreement shall be in writing and shall be sent by facsimile or by registered, first class airmail, return receipt requested and postage prepaid, to the following addresses:

If to Client:

For the attention of Rev.Fr.Swebert D'Silva, S.J.
St.Aloysius College
Light House Hill Road
Mangalore- 575 003 INDIA
Tel: 0824- 2449703
Fax: 0824-2449705
E mail: principal_sac@yahoo.com

If to Service Provider:

For the attention of Shri Harsha Mahabala,
Gumbi Software Private Limited,
#202, 2nd Floor, Center Point Building,
New Cotton Market, Hubli – 580029.
Cell : 9243204300
Phone : 0836-6550221
Fax: : 080-23301001
Email : info@gumbisoftware.com

or such other person or address as may be informed / agreed upon from time to time.
All such notices shall be deemed to have been received as follows: (a) if by facsimile or email, twenty-four (24) hours after transmission, and (b) if by registered, first class airmail, twenty calendar days after dispatch.

- 8.5 **Force Majeure:** Neither party hereto shall be considered in breach hereof or in default if it fails to perform or observe any or all of the terms of this Agreement resulting directly or indirectly, such as, but not limited to acts of God, Civil or Military authority, acts of Government, acts of Public Enemy, war, riots, explosion, earthquake, flood, strikes, lockouts, labour disputes, shortages of parts or components, materials, labour or transportation embargoes etc. In such a case party shall notify the other party of the occurrence of such cause and should as a consequence, the performance under this Agreement be prevented for a period longer than six months, then the other party shall have the right to cancel this Agreement.
- 8.6 **Entire Agreement:** This agreement, its Exhibits, Appendices, if any represent This Agreement embodies the entire agreement of the parties as respecting the services to be provided hereunder and supersedes all prior assignments, agreements, understandings and communications, whether written or oral, between the parties or by either of them with respect to the subject matter hereof. No modification or amendment of this Agreement shall be effective unless the same is in writing and executed by a duly authorized representative of each party.
- 8.7 **Governing Laws:** This Agreement shall be governed and interpreted in accordance with the laws of India.

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St Aloysius College (Autonomous), Mangaluru

Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021

- 8.8 **Compliance with laws:** Each party shall at all times and at its own expense (a) strictly comply with all applicable laws, rules, regulations and Governmental orders, now or hereafter in effect, relating to its performance of this Agreement, (b) pay all fees and other charges required by such laws, rules and regulations and orders and (c) maintain in full force and effect all licenses, permits, authorization, registration and qualifications from all Governmental departments and agencies to the extent necessary to perform its obligations hereunder. Where required, both the parties shall assist each other to ensure compliance with laws.
- 8.9 **Arbitration:** All disputes arising out of or in connection with the execution, interpretation, performance or non-performance of the Agreement shall first be resolved amicably between the parties. Should such disputes be not resolved amicably, they may be referred to Arbitration to be resolved in accordance with the Indian Arbitration and Reconciliation Act, 1996. Such arbitration shall be by a sole arbitrator appointed by Client, conducted in English language, held at Hubli and would be subject to the jurisdiction of the Courts in the city of Hubli.
- 8.10 Nothing in this Agreement will be considered to create the relationship of employer and employee between Client and Service Provider. Service Provider will provide the Services and Deliverables under this Agreement as an independent contractor in accordance with its own methods and practices.
- 9 **Data:** In case of insolvency declared by the service provider or under any other extraordinary circumstances in the duration of this agreement (i.e before 31st December 2012) source code of the software would be provided to the client. Under No circumstance can this source code be marketed, sold, showcased with any financial or any other interest or given to any institution or any third party without prior written permission from the Service provider. Migration to the other system has to be borne by the client with the assistance new system/service provider and the current service provider is not liable for any of those charges.

For Client

Signature

Name: Rev Fr. Swebert D'silva

Title: Principal

Principal

ST. ALOYSIUS COLLEGE
MANGALORE-575003

For Service Provider

For Gumbi Software Pvt. Ltd.

Signature

Name: Harsha Mahabala

Title: Managing Director

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Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021



ATC ONLINE LLP

Regd Office: Sadupadesa Vidyalaya, 28/1 Hennur Road, Kalyan Nagar Post, Bangalore 560043

TERMS OF PACIFYCA SOFTWARE LICENSE AGREEMENT

Doc No: 001/2017/SAC-PCY/SLA

This Agreement is dated 30th November 2017 between

ATC Online LLP, incorporated and registered in India, whose registered office is located at Sadupadesa Vidyalaya, 28/1 Hennur Road, Kalyan Nagar Post, Bangalore 560043, and operating from Second Floor, City Gate Building, Kadri Toll Gate, Mangalore- 575002, India. (Hereinafter referred to as the "First Party" or "Licensor")

AND

Mangalore Jesuits Educational Society (MJES), incorporated and registered in India, whose registered office is located at St. Aloysius College Road, Kodialbail, P B 720, Mangalore, Karnataka - 575003 (Hereinafter referred to as the "Second Party" or "Licensee")

Following are the mutually agreed terms that remain valid until superseded by a revised agreement endorsed by the both parties.

1. Goals & Objectives:

The purpose of this Agreement is to ensure that, the proper elements are in place for the successful execution of the project.

2. Statement of Work: The scope of the project is limited as defined here. The following modules of Pacifyca are licensed by the Licensor to all the Institutions (refer Appendix A) specified by the Licensee as part of this agreement.

Pacifyca Web and Mobile App (Android and IOS) customized to the requirements of the individual institutions under the following modules:

- A. Admission Module:
 - a. Online application
 - b. Interview management
 - c. Admission confirmation
- B. Student Module :
 - a. Fees Payment
 - b. Class assignment and Curriculum

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Metric No.: 6.2.3

Year: 2016-2021



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- c. Timetable
- d. Institute Events Calendar
- e. Homework / Assignments
- f. Report Card
- g. Push / SMS Notifications
- h. Notice Board, Circular
- i. Promotion
- C. Teacher Module :
 - a. Time Table
 - b. Attendance
 - c. Assignment
 - d. Marks Card
 - e. Parent Interaction
- D. Parent Module :
 - a. View Attendance
 - b. View Report Card
 - c. View Notices
 - d. View Homework / Assignments
 - e. Fees Payment / History
 - f. Student Updates
- E. Admin Module :
 - a. User Management
 - i. User Access Control, User Role & Permissions
 - b. Master Data Management
 - c. Fees Management
 - d. ID card Management
 - e. Issuance of Certificates
 - i. Transfer Certificate
 - ii. Good conduct Certificate
 - f. Inventory Management
 - g. Project Management
- F. Human Resources Module :
 - a. Recruitment
 - b. Attendance
 - c. Payroll
 - d. Leave
 - e. Appraisal
 - f. Feedback
 - g. Grievances
- G. Hostel Module :
 - a. Registration and room assignment

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Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021



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- b. Hostel Fees management
- c. Meal assignment
- d. Hostel Attendance
- H. Library Module :
 - a. Online catalogue
 - b. Book reservation
 - c. Access to online library
- I. Alumni & Benefactors Module:
 - a. Contact database
 - b. Benefactors and Supporters
- J. Management Module :
 - a. Dashboard
 - b. Management Reports

The deployment of these modules will be done based on the priority of the institutions and in a agreed schedule. Modules that are currently not available such as Hostel, Library, Human Resources, Alumni, certain features of Admin and Management, will be developed in due course and implemented based on a software requirements specifications (SRS) agreed between the two parties.

3. Right & Ownership: The Licensor owns all intellectual and property rights for this product including the rights to all the modules, General Code and syntax that has been used as part of this License. The Licensee shall have no rights for any duplication or distribution of this software to any third party except for use by the Institutions for which it has obtained the necessary license. The License granted under this agreement authorizes the Licensee to use the software on a non-exclusive basis as long as it has paid the Annual License Fees on time as per this agreement.

The Second party has full ownership rights on the data and First party has the no rights to distribute it without written permission from Second party.

4. Annual License Fees: In consideration of the license rights granted herein, Second Party shall pay INR 150/= (Indian Rupees One hundred fifty only) for each student registered on this system. The Admission module will be charged at INR 25/= (Indian Rupees Twenty Five only) for each applicant who applies for admission through this system. Any student who is exempt from payment of fees due to economic situation, will be provided a license without payment of License Fees. The fees are paid every year at the start of the academic year within 30 days from registration of student registration on Pacifyca. The Annual License Fees covers product license, customization, implementation and technical support associated with this software. It does not cover any on premises support except for the initial implementation and training. For integration to third party systems or data migration, the Second Party has to provide the interface specifications or access to the database as required. The Annual License Fees for subsequent years will be subject to an increase of 10% annually to cover inflation, support, maintenance, development and customisation.

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H. S. Malik
Principal

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Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021



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Any hardware and network requirements for installing biometric scanners, printers, PCs etc. will be scoped and quoted accordingly.

The transaction acquisition fees for online payments (credit card, debit card and net banking - bank charges plus acquirer fees) will be added by the transaction acquirer separately as convenience fees.

The initial term of this agreement is five years and will be renewed for a similar term unless terminated by either party by providing a sixty days notice prior to the expiry of the term.

Any other functionality not specified herein including designing and hosting of web sites and support not within the scope of this agreement will be additional and will be quoted separately.

5. Taxes and Duties: The fees specified in section 4, are exclusive of any taxes, import or export fees, duties, or similar charges, all of which are the Second Party's responsibility.

6. SMS Gateway: SMS messages shall be provided and chargeable based on requirement.

7. Hosting: It is recommended to host the software on cloud. The Second Party needs to have a broadband internet connection to ensure acceptable response of transactions done from its premises. The cost of hosting will be reimbursed by the Second Party to the First Party. If the Second Party intends to implement the software at its own site, then it will have to provide the hardware and networking infrastructure at its own cost.

The recommended configuration for the Servers on the Cloud to run the software for all institutions under this agreement is:

- 4 CPU Cores
- 8 GB RAM
- 96 GB SSD Storage
- 4 TB Transfer
- 40 Gbps Network In
- 1000 Mbps Network Out

This configuration needs to be provided without automatic backup to ensure that the data is backed up regularly.

On Linode, this configuration is currently priced at USD 40.00 per month with USD 10.00 for auto backup.

8. Roles & Responsibility: Second Party has to provide a single point of contact/consultant to coordinate and hold the responsibility to implement/training of all said modules to the key staff of the institutions. Implementation of application along with Training assistant will be agreed upon with the individual

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Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021



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institutions based on their priorities. The First Party's scope is limited to the implementation, Technical support and Maintenance and holds no responsibility for the data integrity within the application.

9. Maintenance/Error Fixing: Technical support shall be accessible via e-mail or telephone during normal business hours between the hours of 10AM and 5PM Indian Standard Time, Monday through Friday, except Holidays.

11. Delays: In the event, Second Party delays sending information necessary to develop, customize and implement modules in a timely fashion, in that case First Party will not be responsible for the delays in delivering or timely implementation of these modules.

12. Obligation and Confidentiality: Each party wishes to ensure that the other party maintains the confidentiality of its Confidential Information. Both Parties shall protect entrusted information from unauthorised access.

13. Turnkey Requirements: If the Second Party requires specific custom development that is not agreed upon as part of this project, the First Party will issue an estimate based on a Change Order request. In this case, the second Party is required to provide the First Party a detailed software requirement specification (SRS) document, based on which the First party will come up with time & cost estimation.

14. Cancellation of Project: If second party decides to abandon or cancel the Project, then payment will be due to for all invoices issued and invoices due for the term of this agreement. Termination of this Agreement shall not affect any accrued rights or remedies to which either party is entitled.

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Principal
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Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021



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15. Governing Law and Jurisdiction: This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed by Indian law. The parties irrevocably agree that the courts in Mangalore subordinate to the High Court of Karnataka shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

for and on behalf of
Mangalore Jesuits Educational Society

Signed

Name: FR. DIONYSIUS VAZ, SJ

Vice President

Designation: Mangalore Jesuit Edn. Society
St. Aloysius College

for and on behalf of MANGALORE - 575 003

ATC Online LLP

For ATC ONLINE LLP

Signed

Name: Dr. P. P. P. P.

Director

Designation:

ATC ONLINE LLP

First Floor, Goldfinch Complex

Bunts Hostel Road, Mangalore - 575 003 .

Karnataka. Ph: +91 824 2981946 / 42470117

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for and on behalf of
Mangalore Jesuits Educational Society

Signed

Name: FR. DIONYSIUS VAZ, SJ

Vice President

Designation: Mangalore Jesuit Edn. Society
St. Aloysius College

for and on behalf of MANGALORE - 575 003

ATC Online LLP

For ATC ONLINE LLP

Signed

Name: Dr. P. P. P. P. Director

Designation:

ATC ONLINE LLP

First Floor, Goldfinch Complex

Bunts Hostel Road, Mangalore - 575 003 .

Karnataka. Ph: +91 824 2981946 / 42470117

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APPENDIX A

INSTITUTIONS LICENSED UNDER THIS AGREEMENT

1. St. Aloysius Gonzaga School
 2. St. Aloysius Higher Primary School
 3. St. Aloysius High School
 4. St. Aloysius Evening High School
 5. St. Aloysius Pre-University College
 6. St. Aloysius Evening Pre-University College
 7. St. Aloysius Pre-University College, Harihar
 8. St. Aloysius College (Autonomous)
 9. St. Aloysius Evening College
 10. St. Aloysius College, Harihar
 11. St. Aloysius Institute of Management and Information Technology, Beeri
 12. St. Aloysius Industrial Training Institute
 13. St. Aloysius Institute of Education
 14. St. Aloysius Lab for Applied Biology
 15. Aloysian Boys Home
 16. AIMIT Hostel
 17. ITI Hostel
 18. St. Aloysius College Gents Hostel
 19. St. Aloysius College Ladies Hostel
 20. St. Aloysius College PG Ladies Hostel
 21. St. Aloysius College Gents Hostel - Harihar
 22. St. Aloysius College Ladies Hostel - Harihar
- The software for institutions in Harihar will be implemented starting academic year 2019-20.
 - The first implementation will be the admission module for St. Aloysius Pre-University College and St. Aloysius College (Autonomous)
 - The implementation / customization of software for other institutions will be on an agreed schedule between the two parties
 - The Hostel software will be developed with mutual coordination on a defined SRS.

Signature : _____
For MJES

For ATC Online LLP

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Principal
Principal
ST.ALOYSIUS COLLEGE (AUTONOMOUS)
MANGALORE-575 003



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Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021



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CT 833551

Software License and Implementation Agreement

This Software License and Implementation Agreement ("Agreement") is made and entered into as of the 30th day of November 2020 (the "Effective Date"), by and between ipsr solutions limited., a software development company, having its principal place of business at Merchant's Association Bldgs., M.L Road, Kottayam-686 001, Kerala, India (the "Company"),

and

St Aloysius College (Autonomous), St Aloysius College Road, Kodialbail, P B 720, Mangalore - 575 003, Karnataka, India (the "College"), which is an autonomous college. The College provides various UG and PG programmes in different streams.

The College desires to assign the Company to make available required licenses of 'QnSmart i' - the Question Bank and Question Paper generation software, for use in their evaluation process and also to provide the supports after its implementation during the agreement period. Details of the proposed module is as that described in the Statement of Work and Company is willing to perform such services, on terms set forth more fully below. In consideration of the mutual promises contained herein, the parties agree as follows:

For: 100/-
7108

Date: 23/11/2020

IPSR Solutions Ltd.

M. C. A. VENDOR JOSS C
Kottayam

Merchant Association
M.C. Road
Kottayam

Principal

ST ALOYSIUS COLLEGE (AUTONOMOUS)
MANGALORE-575003





St Aloysius College (Autonomous), Mangaluru

Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021



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AGREEMENT:

1. Definitions and Interpretations

In this Agreement:

"Agreement" means this agreement (including the Statement of Work) and any amendments to it from time to time;

"Business Day" means any working day to the company

"Business Hours" means between 09:00 and 17:30 Indian time on a Business Day;

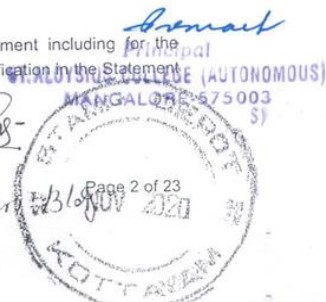
"CCN" means a change control notice issued by any party of this agreement

"CCN Consideration Period" means the number of Business Days following the receipt of a CCN sent by the other party;

"Change" means any change to the terms of the Agreement including for the avoidance of doubt any change to software application specification in the Statement of Work);

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7/07
Date: 23/11/2020
ipsr. solutions Ctd

Marchant Associates
MC Road
Kollayam



Page 2 of 23



St Aloysius College (Autonomous), Mangaluru

Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021

"Confidential Information" means:

any information disclosed by the College to the Company during the Term (whether disclosed in writing, orally or otherwise) that at the time of disclosure:

- (i) was marked as "confidential"; or
- (ii) should have been reasonably understood by the Company to be confidential;

"Customer Works" means the works and materials provided to the Company by the college, or by any third party acting for or on behalf of the College, including logos, designs etc for incorporation into the proposed Software Application;

"Defect" means a defect, error or bug having an adverse effect on the appearance, operation or functionality of the Software Application;

"Implementation" means the completion of the initial installation of the Software Application and initial user training viz the Workshop/Seminar for the users;

"Effective Date" means the date of execution of this Agreement;

"Recurring licenses" License fees those are to be paid annually.

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of or problems with the internet or a part of the internet, hacker attacks, virus or other malicious software attacks or infections, denial of service attacks, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the "intellectual property rights" referred to above include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, and rights in designs);

"Statement of Work" means the statement of work attached to this agreement;

"Third Party Works" means the works, materials or software used to create and run the Software Application, the Intellectual Property Rights in which are owned in whole or part by a third party (excluding the Customer Works);

Gremat

[Signature]

Page 3 of 23

Gremat
Principal

ST. ALOYSIUS COLLEGE (AUTONOMOUS)
MANGALORE-575003



St Aloysius College (Autonomous), Mangaluru

Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021

"Term" means the term of this Agreement; and

"Software Application" means the 'QnSmart i' software to be installed by the Company for the College under this Agreement.

2. Term

This Agreement will come into force on the Effective Date and will continue in force for one year from the date of implementation of the Software Application by the Company, in accordance with terms specified later in this agreement.

3. Scope of Services

The Company will:

- deliver the Software Application and provide its implementation support. Implementation support includes workshops or seminars for user training, as specified in the Statement of Work.
- incorporate the Customer Works within the scope specified in the Statement of Work or agreed in writing by the parties, together with the Third Party Works, into the Software Application.
- configure backup locally or online as per provisions.
- provide the College with reasonable access to the Software Application during the Term.
- deliver the latest available backup to the client without unreasonable delay.

College will:

- provide the Company with such cooperation as is required by the Company to enable the performance by the Company of its obligations under this Agreement.
- grant the Company relevant license to copy and use the Customer Works during the Term for the purposes of fulfilling its obligations and exercising its rights under this Agreement.
- not install or use the Software Application coming under this agreement in any other institution/sister concerns of the College, without additional licenses and will not try to duplicate it.
- ensure that questions used in this Software Application for evaluation processes are as per the norms set by the University and/or other governing bodies.

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Amal

Page 4 of 23

Amal
Principal

ST. ALOYSIUS COLLEGE (AUTONOMOUS)

MANGALORE 575003



St Aloysius College (Autonomous), Mangaluru

Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021

Both the Company and the College agree:

- to arrange a competent person from their side, as a single point of contact (SPOC) to deal with the other in all matters relating to this agreement
- to use a single primary email id for initiating all communications relevant to this agreement.

4. Change Control

The provisions of this section apply to all Changes requested by a party.

Either party may request a Change at any time.

When requesting a Change, the requesting party will notify the other party and provide a CCN. The CCN will set out (as a minimum):

- a) details of the impact on the timetable for the provision of the Services;
- b) details of any Customer Works and Third Party Works that will be required as a result of the Change; and
- c) details of any variation to the Charges consequent upon the Change.

The other party will consider any proposed Change and respond to any CCN within the CCN Consideration Period.

Either party may:

- a) accept or reject a CCN issued by the other party;
- b) request further information concerning any aspect of a CCN issued by the other party; and/or
- c) request amendments to a CCN issued by the other party.

Following the agreement of a CCN, each party will confirm its agreement to the CCN by:

- a) signing a copy of the CCN and sending the signed CCN to the other party; or
- b) otherwise emailing its acceptance of the CCN to the other party.

Until a CCN recording a proposed Change has been signed or agreed in writing (including email) by each party, the proposed Change will not take effect.

Amal

Amal

Page 5 of 23

Principal
ST.ALOYSIUS COLLEGE (AUTONOMOUS)
MANGALORE-575003



St Aloysius College (Autonomous), Mangaluru

Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021

5. Unlawful Content

The College must ensure that the Customer Works will not infringe any person's Intellectual Property Rights or other legal rights under applicable law and

The College will also ensure the validity, relevance and legality of questions used and its answers.

6. Price and Payment Terms

Taxes will be applied at the rates applicable during the payment period, on top of all Charges stated in.

6.1. Cost Overview

License of OBE enabled QnSmart i Application (up to 55 programmes): INR 9,32,203.00

Tax (GST @ 18%) : INR 1,67,796.54

TOTAL : INR 11,00,000.00

(Indian Rupees Eleven Lakh only)

6.2. Payment Terms

- 50% of the total cost shall be paid on the Effective Date.
- Remaining 50% shall be paid within 3 days of the Implementation Date.
- License for Additional Programmes above 55 will be @ Rs. 15000/- per programme, during the 3 years after the Implementation Date.
- Any feature additions or customisations in the Software Application shall be chargeable extra.

6.3. AMC/Maintenance

For the second year (1 year after the completion of 1 year from the date of implementation), the Company shall provide maintenance support to the College, based on the following conditions

- 15% of the total project cost needs to be paid as the AMC charges to the Company by the College.

[Signature]

[Signature]

Page 6 of 23

[Signature]

Principal

ST. ALOYSIUS COLLEGE (AUTONOMOUS)

MANGALORE-575003



St Aloysius College (Autonomous), Mangaluru

Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021

- Total project cost will be calculated as the sum of initial and additional licenses, as well as customisations made till the previous year (exclusive of taxes).
- 100% of AMC charges to be paid along with the AMC order.
- Important version updates of the software will be made freely available to the College, during the AMC period.
Version updates are the updations in the Software Application, which are intended for stability and security of the application. Functionality updations will not be considered as version updates. Functionality updations will be charged additionally based on the then agreed terms after issuing a CCN.
- AMC will include 1 day of refresher user training.
- AMC shall not cover any recurring third party license fees

AMC shall become active once the same has been agreed upon and the relevant payment has been made.

Rates and terms of AMC may change from 3rd year onwards and has to be decided after mutual discussions and agreement. However, the increase shall not exceed 33% of the total of previous year AMC amount and 12.5% of the cost of customisations made during the previous year.

7. Intellectual Property Rights

All Intellectual Property Rights of the Source Code of the Software Application will be assigned with the Company with the following exceptions.

While using any Open Source or Third Party technologies, built-in software codes for specific purposes are readily available for customisation and both the parties of this agreement cannot claim ownership of such software codes.

These rights are assigned for the whole term of such rights together with all reversions, revivals, extensions and renewals, and this assignment includes the right to bring proceedings for past infringement of the assigned Intellectual Property Rights.

The College will get only a right to use this product and can use it 'as is' till a date that it wishes. But the support from the Company will be governed by the respective sections in this Agreement.

8. Warranties and Indemnity

The Company warrants and represents to the College:

- a) that it has the legal right and authority to enter into and perform its obligations under this Agreement;

Page 7 of 23

Principal

ST. ALOYSIUS COLLEGE (AUTONOMOUS)
MANGALORE-575003



St Aloysius College (Autonomous), Mangaluru

Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021

- b) that it will perform its obligations under this Agreement with reasonable care and skill and to a good professional standard;
- c) that the Software Application (excluding the Customer Works) will not infringe any person's Intellectual Property Rights or other legal rights;
- d) that the software Application will operate without any Defects.

If the College demonstrates to the Company that the Software Application suffers from any Defect during the period of 1 year following the date of implementation, the company will, for no additional charge, carry out any work necessary in order to remedy the Defect.

This foregoing warranty does not apply to any finished version that has been subject to misuse, unauthorised modification, neglect, improper installation or attempts to repair/modifications done by teams other than company, accident, flood, fire, radiation or any other hazard.

The Company hereby indemnifies and undertakes to keep indemnified the College against damages, liabilities, costs, losses and expenses (including legal expenses) suffered or incurred by the College:

- to the extent based on the claim that the software development methods used by the Company to develop/provide the finished version or misappropriate any intellectual property rights of a third party inclusive of third party technology;
- arising from the negligence or willful misconduct of the Company or any of its respective employees or agents as the case may be;

The College hereby indemnifies and undertakes to keep indemnified the Company against damages, liabilities, costs, losses and expenses (including legal expenses) suffered or incurred by the Company due to:

- any unauthorised access or modification of software/design elements in the development, test & hosting environments during development/implementation and during the warranty period by the College;
- any breach by the College of legal acceptance of the content.
- any violation by the colleges of the norms set by the governing bodies.

9. Limitations and Exclusions of Liability

Nothing in the Agreement will:

- limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;

Signature

Signature

Page 8 of 23

Principal

ST. ALOYSIUS COLLEGE (AUTONOMOUS)
MANGALORE-575003



St Aloysius College (Autonomous), Mangaluru

Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021

- limit any liability of a party in any way that is not permitted under applicable law; or
- exclude any liability of a party that may not be excluded under applicable law.

The limitations and exclusions of liability set out here and elsewhere in the Agreement:

govern all liabilities arising under the Agreement in relation to the subject matter of the Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty; and the liability of the parties under the express indemnities set out in the Agreement.

The College will ensure that the defined Software Application under this agreement meets the business objectives of the College.

10. Data Protection

The Company warrants that:

it will act only on instructions from the College in relation to the processing of any Personal Data performed by the Company on behalf of the College; and

it has in place appropriate security measures (both technical and organisational) against:

- i. unlawful or unauthorised processing; and
- ii. loss or corruption of Personal Data processed by the Company on behalf of the College.

It is the responsibility of the College to take security measures to prevent misuse of Software Applications/data in locally used machines or and ensure best practices in the usage of the Software Application.

11. Confidentiality and Publicity

The Company will:

keep confidential and not disclose the Confidential Information to any person save as expressly permitted by the following

- protect the Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.
- Confidential Information may be disclosed by the Company to the Company's officers, employees, agents, insurers and professional

Bremath

Bremath

Page 9 of 23

Bremath
Principal

ST. ALOYSIUS COLLEGE (AUTONOMOUS)
MANGALORE-575003



St Aloysius College (Autonomous), Mangaluru

Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021

advisers, provided such disclosure is essential for the development and implementation of the Software Application.

The obligations set out in these paragraphs shall not apply to:

- Confidential Information that is publicly known (other than through a breach of an obligation of confidence);
- Confidential Information that is in possession of the Company prior to disclosure by the College; or
- Confidential Information that is received by the Company from an independent third party who has a right to disclose the relevant Confidential Information.

Nothing in the Agreement shall restrict the Company from making any disclosure of Confidential Information that is:

- required by law; or
- required by a governmental authority or regulatory body,

12. Termination

The College may terminate this Agreement:

- at any time by giving at least 30 days' written notice or email to the company; or
- immediately by giving written notice or email to the Company if the Company commits any breach of any term of this Agreement.

The Company may terminate this Agreement by giving written notice or email to the College if:

- the College commits any breach of any term of this Agreement; or
- the College has failed to make any payment due to the Company under this Agreement by its due date; and
- the College does not remedy the default within 30 days of receipt of a notice requiring it to do so.

Either party may terminate this Agreement immediately by giving written notice to the other party if:

- the other party:
 - is dissolved;
 - ceases to conduct all (or substantially all) of its business;

Page 10 of 23

Signature

Signature

Signature

Principal

ST. ALOYSIUS COLLEGE (AUTONOMOUS)
MANGALORE-575003



St Aloysius College (Autonomous), Mangaluru

Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021

- iii. is or becomes unable to pay its debts as they fall due;
- iv. is or becomes insolvent or is declared insolvent; or
- b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up.

13. Effects of Termination

Termination of this Agreement will not affect either party's accrued rights (including the Company's accrued rights invoice for and to be paid the Charges) as at the date of termination.

Upon the termination of this Agreement:

- the Company will provide such assistance as is reasonably requested by the College to transfer/protect their data from the Software Application. Such cases will be considered as a request for change and are chargeable in applicable cases.
- the College will be entitled to a refund of any Charges paid by them to the Company in respect of any Services which were to be performed after the date of effective termination and will be released from any obligation to pay such Charges to the Company (such amount to be calculated by the Company using any reasonable methodology).

14. General

Any notice given under this Agreement must be in writing (whether or not described as "written notice" in this Agreement) and must be delivered personally, sent by recorded signed-for post, or sent by email, for the attention of the relevant person, to the relevant address, or email address given below (or as notified by one party to the other in accordance with this Clause).

Company

Contact Person : Mr. Nibin Sunny, Manager - Operations
Company Address : ipsr solutions limited, Kottayam, Kerala
Email Address : QnSmart@ipsrsolutions.com
Contact Number : +919496401306

Signature

Signature

Page 11 of 23

Signature
Principal

ST. ALOYSIUS COLLEGE (AUTONOMOUS)
MANGALORE-575003



St Aloysius College (Autonomous), Mangaluru

Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021

College

Contact Person :
College Address : St. Aloysius College (Autonomous),
Mangalore – 575 003
Karnataka, India
Email Address :
Contact Number :

No breach of any provision of this Agreement will be waived except with the express written consent of the party not in breach

If a Clause of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of this Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).

This Agreement may not be varied except:

- through the Change control procedure mentioned in the agreement or
- by a written document signed by or on behalf of each of the parties.

The Company may subcontract any of its obligations under this Agreement to any third party without obtaining the College's prior written consent. But the company shall be solely responsible to ensure Confidentiality and other assurances to the College, as outlined in different Clauses of this agreement.

Each party agrees to execute (and arrange for the execution of) any documents and do (and arrange for the doing of) any things reasonably within that party's power, which are necessary to enable the parties to exercise their rights and fulfil their obligations under this Agreement.

This Agreement constitutes the entire agreement and understanding of the parties in relation to the subject matter of this Agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to the subject matter of this Agreement if there any.

This Agreement will be governed by and construed in accordance with the laws of India and the courts of Kerala will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

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Sumath

Page 12 of 23

Principal

ST. ALOYSIUS COLLEGE (AUTONOMOUS)
MANGALORE-575003.



St Aloysius College (Autonomous), Mangaluru

Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021

This agreement may be executed in one or more counterparts each of which shall be deemed an original. Photostat/scanned copy of the duly executed agreement shall be deemed an original and all of which taken together shall constitute one and the same agreement.

The parties have indicated their acceptance of this Agreement by executing it below.

EXECUTION:

ipsr solutions limited, Kottayam, Kerala SIGNED by Mr. Nibin Sunny <i>[Signature]</i> Date: 30.11.2020	Witness. For SIGNED by Mr. Bilal J <i>[Signature]</i> Date: 30.11.2020
St Aloysius College (Autonomous), Mangalore, Karnataka, India SIGNED by <i>[Signature]</i> Date: 30.11.2020	Witness. SIGNED by <i>[Signature]</i> Date: 30.11.2020

EXHIBIT B

Statement of Work (SoW)

Project Name : Implementation of 'QnSmart i'

Provider : ipsr solutions limited, Kottayam, Kerala, India

Client : St Aloysius College (Autonomous), Mangalore – 575 003,
Karnataka, India

1. Introduction

The Client - St Aloysius College (Autonomous), St Aloysius College Road, Kodialbail, P B 720, Mangalore – 575 003, Karnataka, India is an autonomous college for women, affiliated to the Thiruvalluvar University, Vellore, India. Being an autonomous institution, the College is responsible to conduct different examinations. Question paper generation for

Page 13 of 23

[Signature]

[Signature]
Principal

ST. ALOYSIUS COLLEGE (AUTONOMOUS)



St Aloysius College (Autonomous), Mangaluru

Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021

these examinations needs to adhere to various quality and regulatory standards. Also, some of these question papers are not allowed to be created by the internal faculty, which requires the involvement of external experts and henceforth an increase in the academic expenses.

'QnSmart i' by ipsr solutions limited, Kottayam, is a web-based software solution which addresses the question paper-related issues of academic institutions, by allowing them to maintain structured and standardised question banks for each course. 'QnSmart i' also allows for generating question papers based on customisable rules and templates.

2. Scope of Work

This project will provide necessary licenses of 'QnSmart i', as required by the different Programmes run by the College as well as install and implement the software application in the College premises.

The staff of the college will be given relevant user training through Workshops/Seminars, which will help them understand the academic philosophy powering the software application as well as the usage of the software interfaces and functionality.

1 year of warranty support will also be provided to the College, after the date of installation.

3. Period of Performance

The period of performance for 'QnSmart i' Implementation Project is **30 days** beginning on through All work must be scheduled to complete within this timeframe.

Any modifications or extensions beyond the specifications under this SoW will be requested through Change Control procedures stipulated and may extend the period of performance.

The warranty support will begin on the

4. Place of Performance

The Company will perform the majority of the work at its own facility.

The College will provide and arrange for meeting spaces within its facility for all required meetings.

The College will also provide hosting environments as specified in this SoW, in a timely fashion.

The installation and ongoing support may happen locally at the College premises or through remote access, as required by the company.

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[Signature]

: Page 14 of 23

Remark
Principal

ST.ALOYSIUS COLLEGE (AUTONOMOUS)



Once the project reaches the training phase, all training will be conducted at the College premises.

5. Software Application Specifications

'QnSmart i' is a web-based software application that facilitates smart question bank management as well as efficient question paper generation.

Following are the functionalities available in the software:

5.1. Role-Based Access

- User Access controlled with login id and password
- Users created by the Administrator
- Same user may be assigned multiple roles
- Following are the different roles available:
 - ☐ Administrator: Performs administrative tasks in 'QnSmart i'
 - ☐ CoE: Controller of Examinations
 - ☐ HoD: Head of Department
 - ☐ HoD Assistant: Performs Department related 'QnSmart i' administration; Assigned by HoD.
 - ☐ Chief Examiner: Plan and structure the Question Banks and Question Papers
 - ☐ Examiner: Manages question banks and populates questions

5.2. Programme Creation

The various Programmes can be created by the Admin, based on the licensing restrictions.

5.3. Course Creation

Different Courses in each Programme can be created by the CoE and Examiners may be assigned.

5.4. Syllabus Creation

The Chief Examiner assigned in each course can create the syllabus.

Each Course Syllabus may contain 1-7 Modules. Each Module shall have a descriptive name, apart from the Module number.

Signature

Signature

Page 15 of 23

Signature

Principal

ST. ALOYSIUS COLLEGE (AUTONOMOUS)



St Aloysius College (Autonomous), Mangaluru

Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021

Each Module is divided into minute level Units. The concept of Units should be such that in a Question Paper, there will be only one question from a Unit.

(in some colleges instead of Modules-Units, a nomenclature like Unit-Subunit may be used)

5.5. Distribution

Distribution is a plan on the weightage of different modules in the Syllabus, in the Question Paper. It also accounts for weightage of taxonomy, difficulty levels, history etc.

This can be decided by the Chief Examiner.

5.6. Question Paper Pattern

Question Paper patterns for a course will be selected by the concerned Chief Examiner. It is an outline plan on the different sections of the Question Paper, number of questions in each section and marks for each section.

There are question paper patterns suggested by the College for semester end examinations.

5.7. Question Bank Creation

Question Bank for a Course is the collection of all questions related to a Course. This will be added by the Administrator and maintained by the concerned Chief Examiner.

All Examiners will be provided with Question Entry rights. Questions Entered by one Examiner cannot be altered by another (except the Chief Examiner), but it may be viewed by others, based on the College policy.

CoE can control the time limits allowed to Examiners for entering questions to questions bank. Normally time limits are set commonly based on Examinations Seasons.

Questions of Text type and Objective type can be uploaded using an MS Excel file - .xlsx extension only, in the prescribed format. Questions for different Parts in the Question Template should be added as separate sheets in the Excel file.

Questions with tables, figures/images should be entered directly through the 'QnSmart i' interface.

For entering mathematical or scientific notations like matrix, calculus related formulae etc 'QnSmart i' uses an Open Source editor called VisualMath Editor. Using this editor, formulae and notation can be downloaded as image. This image should be uploaded in 'QnSmart i' and used in the Question text. Alternatively, the Tex code from VisualMath Editor may be pasted in the Tex editor option of the Question Editor.

Each question will have the Question Text, Answer Key and Placeholder for questions along with classification parameters such as Bloom's Taxonomy, Difficulty level,

Page 16 of 23

Principal

ST. ALOYSIUS COLLEGE (AUTONOMOUS)



St Aloysius College (Autonomous), Mangaluru

Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021

Importance level and Nature of Question. If OBE enabled, CO mapping for the question may also be done.

All the image based questions are expected to be uploaded to the domain or subdomain provided by the College, to be used for 'QnSmart i' implementation. It is not recommended to use image hosted on external sites. Image types which are not available in VisualMath Editor, are expected to be created by concerned by the Examiner and uploaded to the server.

Answer Key and Placeholder are optional, but can be made mandatory, based on the College policy.

There is also an option to enter an end date for the Question, if the question is expected to be valid only for a specific period.

Each Question needs to be classified based on:

- Bloom's taxonomy
 - ☐ Remember
 - ☐ Understand
 - ☐ Apply
 - ☐ Analyze
 - ☐ Create
 - ☐ Evaluate
- Difficulty level
 - ☐ Easy
 - ☐ Medium
 - ☐ Challenging
- Importance level
 - ☐ Very Important
 - ☐ Important
 - ☐ Normal
- Nature of Question
 - ☐ Theory
 - ☐ Application
 - ☐ (more may be added by the Administrator)

Examiners may add new questions into the existing question bank, while they have rights for the same.



St Aloysius College (Autonomous), Mangaluru

Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021

They may also request for access rights to migrate questions from other courses into their own. An advised process is that the Examiner makes a request to the HoD and he/she escalates it to the Administrator for action.

Since maintaining history is essential for avoiding repetition of questions, when same questions are used in the new Syllabus, it is mandatory to migrate questions from the previous year Question Bank and not added afresh. Otherwise, this will be treated as a different question and not considered for repetition.

It is the responsibility of the Chief Examiner to verify sufficiency of questions for Question Paper generation, using the options provided.

Examiners will also be responsible for the alignment of questions entered.

5.8. Question Bank Status

HOD/Chief Examiner can view and verify the Question Bank status of each Course in the current semester.

It is the responsibility of HoD/Chief Examiner to ensure that Question Banks are uploaded by the Examiner on time.

There will also be information in the Dashboard about Question Bank Health, which is basically Question Bank sufficiency, based on the Question Paper patterns, Blueprint distribution- etc.

5.9. Question Bank Download

CoE is responsible for downloading Question Bank from 'QnSmart i' and making it available to students through convenient methods.

CoE may also download Question Bank for review by experts.

5.10. Question Paper Generation

Question Paper is expected to be printed on A4 or A3 sized papers.

Question Paper will be downloaded as an HTML file.

There will be facilities for editing generated Question Paper just before printing.

If specific Header/Footer need to be set (Question Paper Code, Page Numbers etc) or Margins, Alignment, Pagination etc need to be altered, the downloaded HTML file needs to be opened as an Online Google Doc (which provides better editing options on HTML files than local document editors like MS Word or Openoffice). If required, this may be done by an assistant of CoE who may be familiar with such tasks.

Bremath

Bremath

Page 18 of 23

Bremath
Principal

ST. ALOYSIUS COLLEGE (AUTONOMOUS)



St Aloysius College (Autonomous), Mangaluru

Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021

The history of questions selected for each question paper generation will be stored in the Software Application, based on the duration specified by the College. History/repetition is configurable based on Year/Section/Mark or combination of all.

Generation of question papers is based on the settings done by the Chief Examiner, in the Distribution. These settings may be overridden or altered by the CoE while generating the Question Paper.

While generating the question paper, CoE's/HoD Assistant's machine should have internet connection.

5.10.1. Internal Exams

HoD Assistant will be responsible for generating internal exam question papers for the Department.

Generation of Question Papers for Internal Exams will be based on the corresponding Distribution set by the Chief Examiner. These settings may be overridden or altered by the HoD Assistant while generating the Question Paper. Additionally HoD assistants can generate question papers without referring to existing distributions.

5.10.2. Model/Final Exams

CoE will be responsible for generating question paper for Semester End Examination and Model Examination

Generation of Question Papers for Model/Final Exams will be based on the corresponding Distribution set by the Chief Examiner. These settings may be overridden or altered by the CoE while generating the Question Paper. Additionally CoE can generate question papers without referring to existing distribution.

5.10.3. OBE Enabling

Under OBE, all the questions in the Semester End Examination need to be individually mapped to different Course Outcomes (COs).

For this purpose, following additional features shall be available in OBE Enabled 'QnSmart I'.

- ❖ Option for Chief Examiner to add Course Outcomes.
- ❖ Once the required Questions are added in the question bank, the Chief Examiner can download the questions in an excel file and to map them to relevant Course Outcomes along with the strength against attainment scale.
- ❖ While the CoE generates a Question Paper, there will be an additional option to download the CO mappings for the question paper.

Armath

Armath

Page 19 of 23

Armath
Principal

ST. ALOYSIUS COLLEGE (AUTONOMOUS)



St Aloysius College (Autonomous), Mangaluru

Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021

6. Technology

The 'QnSmari i' Software Application has been built using the following technologies

User Interface	Browser-based, implemented using HTML, CSS, Ajax, JavaScript, XML, MathML, Primeface 8.0 etc
Business logic and Workflow Management	Java (JSF 2.3)
Language	Java 11.0.6
Utility Tool	Omniface 3.3
Server	Tomcat Enterprise Edition Server
Data Management	MariaDB
Builder Tool	Maven
Versioning Tool	Git
Platform	Linux / Ubuntu 20

7. Server environment

The server environment will be maintained by the College, locally at the College premises.

College should be responsible to provide a static IP and domain name or subdomain. This subdomain will be the url for software .

Specifications

- 2.4 GHz Quad Core processor or above
- 8GB RAM or above with 2133MHz recommended
- Internet Connectivity with at least 2 Mbps recommended (1 : 1)
- Static IP - 01 Nos
- OS : CentOS 7+ / Ubuntu 18+ LTS
- Kernel version: 3.10 or above
- Java 11.0.6+ or above
- Tomcat Enterprise Edition (tomee-plume-8.0.0) Exact version
- MariaDB 10.4.11-MariaDB Exact version

Amal

Amal

Page 20 of 23

Amal
Principal

ST. ALOYSIUS COLLEGE (AUTONOMOUS)



St Aloysius College (Autonomous), Mangaluru

Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021

Backups and Maintenance

- The Server maintenance and backups need to be done by the College
- Backup process for the 'QnSmart i' application will be configured by the Company, as a cron job in Server. The College needs to ensure that cron job is running and the backups are safely stored.

8. Browser and Device compatibility

The application shall be compatible to work on laptops and desktops with the following OS/Browsers.

Windows 8/10

- Chrome 70 upwards, (recommended)
- Firefox 62 upwards

Linux (Fedora 26+)

- Chrome 70 upwards (recommended)
- Firefox 62 upwards

9. Third Party Works

Following Third Party Works have been used in the 'QnSmart i' Software Application:

- CKEditor (Open Source)
- VisualMathEditor (Open Source)

10. Customer Works

No specific Customer Works have been used in this version of 'QnSmart i', other than the logo or imagery provided by the College.

11. Non Functional Specifications

Usability

The 'QnSmart i' application is designed to be used by members of an academic community, who are expected to have basic savviness in using browser-based applications. While the user interfaces may work on mobile or handheld devices, UIs are not specifically designed to be responsive.

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Page 21 of 23

Remark
Principal

ST. ALOYSIUS COLLEGE (AUTONOMOUS)
MANGALORE-575003



St Aloysius College (Autonomous), Mangaluru

Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021

Security

The 'QnSmart i' application functions based on standard security parameters such as authentication and authorization. Communication between client and server are done through http protocol. It is recommended to purchase and install an SSL, to use https protocol and enable TLS encryption.

Performance & Scalability

The 'QnSmart i' application is expected to support 50-80 concurrent users on a Server with minimum hardware requirements specified above. To support more users, server configuration may be enhanced.

12. Implementation Support

12.1. User Training

Following user training sessions will be offered at the customer premises or via online, based on mutual agreement.

Training Session	Duration
Training to CoE office	0.5 day
Initial Training Workshop for teachers (prior to initial question entry)	1 day
Remedial Training Workshop for teachers (during initial question entry)	1 day
Validation Workshop for teachers (after initial question entry)	1 day

12.2. Ongoing User Support

After the initial user training, individual users may avail telephonic support during the business hours. The support contact number shall be shared directly with the contact person at the college, who may share it with other users.

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Page 22 of 23

Signature
Principal

ST. ALOYSIUS COLLEGE (AUTONOMOUS)
MANGALORE-575003



St Aloysius College (Autonomous), Mangaluru

Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021

13. Project Time schedules

Following are the import Project Milestones:

Activity	Completion Date
Signing of the Agreement October 2020
Initial User Training November 2020
Initial Installation for Question Entry November 2020
Finish the Implementation December 2020
Beginning of Warranty December 2020
End of Warranty December 2021

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Page 23 of 23

Signature
Principal

ST. ALOYSIUS COLLEGE (AUTONOMOUS)
MANGALORE-575 003



St Aloysius College (Autonomous), Mangaluru

Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021



MEMORANDUM OF UNDERSTANDING for Cooperation between St Aloysius College (Autonomous) and SionaSolutions



Preamble

This Memorandum of Understanding ("MOU") is entered into on September 10, 2020, between St Aloysius College (Autonomous), located at St Aloysius College Road, Hampankatta, Mangalore 575003, Karnataka, represented by its Principal - FrDr Praveen Martis SJ

hereinafter referred to as the "FIRST PARTY"

and

SionaSolutions, located at the First floor, Laxmi Krishna Tower, Balmatta, Mangalore 575002, Karnataka 575001, represented by MrRoyal Praveen D Souza, hereinafter referred to as the "SECOND PARTY"


The FIRST PARTY and the SECOND PARTY are individually referred to as "PARTY", and collectively referred to as "PARTIES".

This MOU is entered into by both PARTIES to establish a bilateral relationship on principles of reciprocity. This relationship will help establish a collaborative effort by the two PARTIES for interfacing between industry and academia.

The Objectives of the Agreement

1. The PARTIES will work together to develop mutual agreements for cooperation based on their respective industry and academic research, and other related activities that may be broadly categorized as:

- Creating and implementing joint programs, including creating proposals for funding purposes;
- Increasing the industry-academic connectivity in terms of placements related initiatives;
- Enhancing training and increasing internship opportunities for students;
- Working on joint software development projects, organizing joint seminars, and workshops;
- Sharing of facilities and equipment that are unique to one institution, by the other for its research and project work;
- Sharing knowledge obtained from software projects worked on together; and other cooperative activities as appropriate.


Principal
ST. ALOYSIUS COLLEGE (AUTONOMOUS)
MANGALORE-575003



St Aloysius College (Autonomous), Mangaluru

Criterion VI: Governance, Leadership and Management

Metric No.: 6.2.3

Year: 2016-2021

2. The PARTIES agree to establish provisions for program implementation that will serve the mutual interests of both institutions.

3. It is understood that the details of joint activities, conditions for utilization of results achieved, and other forms of cooperation will be negotiated for each specific type of activity.

It is also understood that financial arrangements will be negotiated in each specific type of activity and will depend upon the availability of funds. Each PARTY agrees to seek financial resources for supporting the exchange and collaboration. The contact and exchanges between the two PARTIES shall be on the basis of friendship and mutual assistance.

The related work done by the FIRST PARTY will be under the jurisdiction of its Principal and supervised and managed by the Dean of Computer Applications and Animation, and the work done by the SECOND PARTY will be under the jurisdiction of the (NAME AS APPROPRIATE) and managed by Mr. Royal Praveen D Souza.

Terms of Understanding

This MOU will be effective on the date of the last signature hereto and will remain in effect for an initial period of five years and will be auto-renewed for the same duration of five years, if not terminated by either PARTY, with a 90 day notice period to the other. The projects or work started before the termination shall come to its logical end without any negative impact on either PARTY; issues, if any, will be amicably agreed settled by both PARTIES.

The activities under this understanding will be reviewed on an annual basis as mutually agreed and plans for future activities developed each year immediately following the review.

Signatures

The PARTIES hereto, through the duly authorized representatives, hereby agree to the provisions and terms of this collaborative agreement.

St Aloysius College (Autonomous)

Fr. Dr. Praveen Martis SJ

Principal

Date: 30-09-2020



Siona Solutions

Mr. Royal Praveen D Souza

CEO

Date: 30-09-2020

Seal


Principal
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