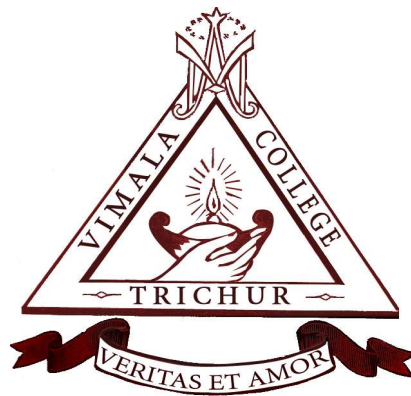


Vimala College (Autonomous)

Thrissur



MoU with
Linways Academic Management System

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIAN NON JUDICIAL

കേരളം केरल KERALA

AP 074868

MEMORANDUM OF UNDERSTANDING

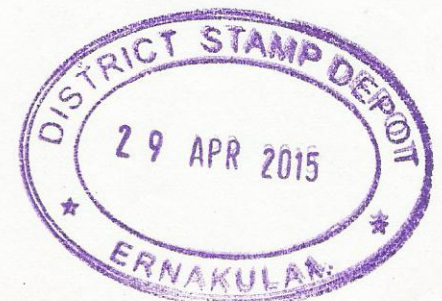
This Memorandum of Understanding is made on this 1st day of April 2016 between M/s Linways Technologies Pvt Ltd, 37/376 A1, Khafji Tower, 2nd Floor, CUSAT Signal Junction, Kalamassery, Kochi-683 503 represented by Mr. Bastin Thomas, Managing Director of M/s Linways Technologies Pvt Ltd (Herein after called "The First Party") and M/s Vimala college (Autonomous), Thrissur - 680 001 represented by Dr. Sr. Maries V.L, The Principal of M/s Vimala college (Here in after called "The Second Party"). Both "The First Party" and "The Second Party" is collectively called "The Parties". Both "The First Party" and "The Second Party" can individually be called as "The Party".

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

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

No: 5528 Date: 9/5/2015
Value of ₹ 100/-
Sold to: Linways Technologies Pvt Ltd
To be linked with: Kochi
Serial Number from

K. Balachandran
Stamp Vendor
Edappally



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

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

- 1) The Second Party will avail the services of Academic Management Services provided by the First Party in the period April 2016 - March 2017 at the price mentioned below.

No Of users	Monthly rate per account (Rs.)
250	Rs.45/-
500	Rs.35/-
750	Rs.28/-
1000	Rs.23/-
1500 and above	Rs.20/-

- 2) The First Party will provide the following modules or facilities as part of Academic Management Services to the Second Party:
 - a) Course material distribution.
 - b) Timetable management for faculty.
 - c) Publishing of marks.
 - d) Attendance marking and report generation.
 - e) Performance analysis using graphs.

- f) Online examination and Analysis of marks.
 - g) Messaging.
 - h) Short Messaging Service (SMS) and E mail alerts.
 - i) Document Repository.
 - j) Admission module.
 - k) Digital Library.
 - l) Faculty evaluation/ Faculty Feedback.
 - m) Examination Management.
 - n) Certificate Generation.
 - o) Human Resources Information System.
 - p) Placement and Training Management.
- 3) During the validity period of this MoU, the First Party should provide necessary remote application support to the Second Party with regard to the services provided by the First Party to the Second Party.
- 4) The modes of communication for the technical support as mentioned in the clause 3 above will be through Telephone, E -Mails and Internet chatting.
- 5) The application support as mentioned in the clause 3 above will be available on 24x7 basis during the validity of this MoU.

- 6) The First Party will inform the service outages, which is under the control of the First Party, to the Second Party at least 6 hours before the occurrence of the respective service outage.
- 7) No Party shall disclose any information to any third party concerning the matters under this MoU. Any information, whether proprietary or not, to be contained in reports or disclosed by one Party to the other Party, shall be kept strictly confidential by the receiving Party and shall not be disclosed to any third party without the prior written consent of the original disclosing party. This obligation is of binding nature and shall survive the termination or expiration of this MoU.
- 8) The billing period starts on the first day of the class. The Second Party will pay for the above mentioned services at the rate mentioned in Point No. 1 on monthly basis, before the last day of each month. The First Party can and have the right to terminate the said service provided to the Second Party within 30 calendar days from the due date of payment, in case of default made by the Second Party in payment of quarterly payment of service charges.
- 10) The validity period of this MoU will be up to 31st **March 2017**. The MoU can also be terminated by the mutual consent of both the Parties before the expiry of validity period of this MoU. This MoU can be renewed with the

mutual consent of both the Parties at any point of time within the validity period of this MoU or after the validity period of this MoU.

- 11) No Party shall have the right or power to bind any other party to any clauses of MoU without the prior written consent of the other Party, except clause 8. The Parties do not intend merely by this MoU to create a partnership, corporation or an entity assessable or taxable under any laws of both the countries.
- 12) In the event of any difference(s) in opinions or dispute(s) arising out of the interpretation or application of the provisions of this MoU, the Parties shall immediately consult each other with the view to expeditiously resolve such differences or disputes in a spirit of mutual understanding and co-operation.
- 13) The second party need not pay any extra charge to the first party for the customization of the above mentioned services.
- 14) Assignment by a Party of its rights and obligations under this MoU to any other Party shall be subject to the consent of the other Party to the MoU.

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

Linways

Learning in new ways!

Linways Technologies Pvt. Ltd.
37/376 A1, KHAFJI Tower,
CUSAT Signal Junction,
Kalamassery, Kochi - 682033
Service Tax Reg.No: AACCL5203FSD00

Website: www.linways.com

Email: team@linways.com

Tel: +91 484 2551098

For and on behalf of First Party

In the presence of



Name: Bastin Thomas

Address: Managing Director
Linways Technologies Pvt. Ltd



Name: Francis Davy
Director

Address: Linways Technologies
Pvt. Ltd.

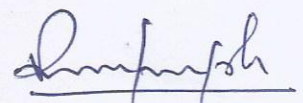
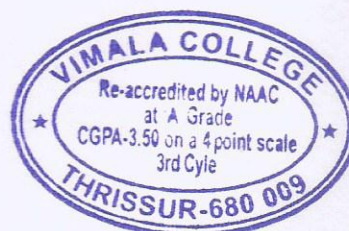
For and on behalf of Second Party

In the presence of

Name:

V.L. Maes
Dr. Sr. MARIES. V.L.
PRINCIPAL
VIMALA COLLEGE
THRISSUR

Address:



Name:

Dr. Sr. Ritty J. Nedumpan
Vice Principal

Address: Vimala College
Thrissur

MEMORANDUM OF UNDERSTANDING BETWEEN VIMALA COLLEGE, THRISSUR

& BOON TRAINING AND CONSULTANCY, THRISSUR

This memorandum of understanding (here in after referred to as MoU) is made on 7th December 2015 between Vimala college, Thrissur (here in after referred to as first party) and Boon training and consultancy (here in after referred to as second party) for conducting IELTS training program and promoting study abroad programs (here in after referred to as progams) . This MoU is signed by Dr. Sr. Maries V L, Principal, Vimala college in the presence of Dr. Nisha Francis Alappat, Assistant Professor , Department of English, Vimala College, representing the first party and Mr. Fasalu Rahiman, Managing Partner, Boon Training and Consultancy representing the second party.

Whereas both parties have agreed to associate and carry out programs jointly with the diligence and efficiency as desired within this MoU in conformity with appropriate administrative, financial and educational practices and implement all such plans and activities and reforms as required for the program.

Now both parties have agreed to enter into this MoU formulated as per the mutually agreed terms and conditions mentioned below:

1. To Provide IELTS and Study abroad programs to students of Vimala college and other students who are willing to join IELTS classes at Vimala college campus as per the time table provided by the first party.
2. The first party will provide classroom with basic infrastructure. Other requirements like computers, projectors and listening equipment, study material and model examination papers will be provided by the second party.
3. The Second party will assist the first party in getting the nodal agency agreement from both IDP Australia and the British Council and also assist in registration of the candidates for IELTS examination.
4. All the marketing activities are to be carried out by the second party after getting prior approval from the first party.
5. The collection of fee as well as co-ordination of the program will be done under mutual agreement by both parties.

6. The Second party will provide orientation program on IELTS as well as educational and job opportunities abroad on regular basis to create an awareness about the benefits of doing IELTS for higher studies in universities and for employment abroad.

IMPLEMENTATION AND MONITORING

For the implementation and monitoring of the program, both first party and second party also agree that

- a) The interaction between the first party and second party will be periodically supervised and evaluated by the heads of both institutions.
- b) For specific consultancy projects, coordinators from both sides shall jointly prepare a working paper and will get it approved by the heads of the two organizations.

FEE STRUCTURE

The mutually agreed IELTS fee structure effective from 01-12-2015 till 31-03-2017 will be as follows:

- a) Vimala college students will be given a discounted fee of Rs. 5000/- for a two month training
whereas students from outside vimala college will be charged RS. 7500/- for the two month program.
- b) The sharing of revenue is agreed as per the following terms. The first party will be paid 25% of the fees whereas the second party will take the balance 75% of the total fee from students coming to Vimala College from other institutions. The entire fee for the vimala college students will be paid to the second party only.

Signature

First party

Witness :

1. Dr. Nisha Francis Alapatt
2. Aswini Madhu



**PRINCIPAL
VIMALA COLLEGE
TRICHUR-9**

Signature

Second party

BOON TRAINING & CONSULTANCY
5th Floor, Sun Tower, East Fort
Thrissur-5, Tel: 0487 6555561