

Memorandum of Understanding

Between

Emperor Solutions Pvt. Ltd. Indore, India

"Consistently Delivering Quality Solutions "

&

Malwanchal University, Indore

PREAMBLE

This Memorandum of Understanding (MOU) on the 01st day of April 2023 is entered into by and between:

1. **Emperor Solutions Pvt. Ltd.** a company incorporated under Indian Company Law, a Private Limited Company, hereinafter referred as "**ESPL**", at Indore with a principal place of business with address for purposes of this Agreement at **B-406, Prakrati corporate, 18/2 Y.N. Road, Indore - 452003 (M.P.) India.**
mail@emperor-solutions.com, www.emperor-solutions.com

and

2. **Malwanchal University** a university incorporated under indian Law, a Private University, hereinafter referred as "**MU**", at Khudel, Indore with a principal place of business with address for purposes of this Agreement at Indore
www.malwanchaluniversity.com

RECITALS

WHEREAS, ESPL and MU wishes to have an association together for the purpose of Accsoft2.0 software implementation and service support (namely: **ACCSOFT2.0, An- ERP Software Solution** for education university which is developed and owned by **ESPL**).

NOW, THEREFORE, in consideration of the mutual covenants and **MOUs** herein contained, the parties hereto, intending, to be legally bound, agree as follows:

MU AND ESPL AGREES AS FOLLOWS:

Following would be the roles and responsibilities of **ESPL** and **MU**:

• **Technical Responsibility:**

ESPL shall be assisting **MU** in software implementation with product's technical and domain knowledge.

ESPL shall be primary implementer of its **Software Solution** which can be implemented remotely; whereas **MU** shall lead the technical team on-site.

ESPL shall do customization and give training to **MU** team on **ESPL's** Software Solution.

• **Management Responsibility:**

During the project **MU** shall assist **ESPL** in the project life cycle (i.e. Requirement, process flow till Deployment). **MU** shall ensure the payment to **ESPL** as per the schedule, terms and conditions mutually decided between **MU** and **ESPL** (**Details shall be covered in work order**) that shall safe guard the interest of **ESPL**.

There shall be one point of contact each between **MU** and **ESPL** till the **MOU** is valid who shall be responsible for whole operation from inception till execution.

MU and **ESPL** shall work together in requirement, process flow and in implementation of the software.

TERMS AND CONDITIONS:

1. **ESPL** shall not solicit employment or advise of any of the **MU's** existing employees or consultants or any person who was employed by the **MU** within one year prior to such solicitation or any person or organization providing services to or through **MU** to terminate his or her **MOU** or relationship with **MU** and/or to accept any **MOU** (directly or indirectly) or other arrangement for providing services to any other person or organization and vice versa will be applicable for the **MU** as well.
2. During the period of **MOU** **ESPL** shall ensure neither to disclose contacts of **MU**, included existing and expected nor to have direct/indirect dealing with them. Any communication (Technical as well as commercial).
3. **MU** shall be considered as **Client/Customer** of **ESPL's** in India. In any circumstances **ESPL** shall not be liable for any disputes with **MU** for the agreed software solutions or received work order from **MU**. Whereas **ESPL** shall be liable for the product delivered to **MU** as per work order.
4. **ESPL** shall understand and provide consent upon the fact that **MU** cannot engage in promotion and deployment of other products of similar nature to that of **ESPL's**, from other providers. **ESPL** shall pose objection to this.
5. **Payment Terms:** **MU** will pay to **ESPL** as per the terms of payment to be proposed. Any payment delays by the **MU** will affect the work progress agreed upon in the contract.
6. **Reimbursement to the ESPL** shall be made as under:
 - a. Software/License/Module payment to be made to **ESPL**. **Full software package price estimation is as per the annexure on page 7.**
 - b. Payment for Customization Service to be made to **ESPL** (**based on Statement of Work**)

- c. Payment for Maintenance Service to be made to **ESPL** (based on Statement of Work)
 - d. **ESPL** Will be billing to **MU** from sale of Software/Modules/License fee so We will take 50% advance from **MU** and rest amount after 30 days and when Software/Modules/License are installed at **MU**. Customization will be done based on project milestones and payment terms if any arises.
7. Development and customization related activities will be carried out at **ESPL** office and for workshop; training will be carried out at client's premises for the same.
 8. **ESPL** shall provide its software deployment at university premises located server owned by university.
 9. **EMPLOYEE SOLICITATION/HIRING**
During the period of this **MOU**, neither party shall directly solicit or offer employment to or hire any Employee of the other's.

CONFIDENTIALITY; TRADE SECRETS

- a. **ESPL** acknowledges that by the very nature of the engagement with **MU**, it shall become aware of **MU's** trade secrets and confidential information (including but not limited to development technologies). **ESPL** acknowledges that all such information shall be used by **ESPL**, only to perform the services of the project for the specific client(s) (agreed with **MU**) and shall not be used for any other purpose. **ESPL**, and **MU**, shall in no manner reveal or disseminate such information to any third party. **ESPL**, and **MU** understand that such trade secrets and confidential information shall include all past, present and/or future plans, provisions, designs, forms, formats, procedures, methods and other information relating to **ESPL's** technology, technical data, products, research and development programs, financial and marketing data and other technical and business information and vice versa will be acknowledge by **MU** as well with reference to **ESPL's** products and sub products.
- b. **MU** and **ESPL** understand that we are in a very competitive industry where confidential information and trade secrets are extremely valuable and important. **MU** and **ESPL** or its Consultant may become familiar with certain business, methods, procedures, processes and other manners by which they transact its business. **MU** and **ESPL** hereby agree that neither they nor any of their personnel shall use any of such information, directly or indirectly for its or their own benefit nor shall they disseminate such information to any third party for any purpose whatsoever in a way, damaging interest of other part related to each other's intellectual property.

SCOPE OF OBLIGATIONS

These obligations of confidentiality shall remain enforced during this **MOU** & shall extend for a period of 24 months after the termination of this **MOU**.

This **MOU** states the entire **MOU** between both the parties (incorporating herein all prior discussions, promises, representatives, and/or **MOUs**, whether written or oral, by or between the parties) and, as such, can only be further amended in writing signed by both the parties. Any provision of this **MOU**, which is ruled to be void or invalid under law by an arbitrator or court of law, shall not impair the operation of, or have any other effect upon, the other Provisions of this **MOU** which shall remain in full force and effect. Consultant agrees that if the invalidity or unenforceability of any provision is due to the unreasonableness or other over breadth of restriction, then such provision shall nevertheless be enforce to the maximum extent permitted by law and shall be effective for such period of time and for such area as may be determined to be reasonable by a court of competent jurisdiction. **MU** and **ESPL** each acknowledges and agrees that this **MOU** may be executed originally sealed and signed in counterparts.

GOVERNING LAW

Courts in Indore, India shall have sole jurisdiction in any dispute arising regarding the construction and application of this **MOU** terms, which shall be determined in accordance with the Indian Law.

DURATION AND COMING TO FORCE

This **MOU** shall become effective on 01st Apr 2023 and shall remain in force for one year until and unless terminated by either party within the validity period for this **MOU**.

TERMINATION OF MOU

MU or **ESPL** each may terminate this **MOU**; each party shall have the right to terminate this **MOU** by written notice to the other party for a period of 180 working days.

SIGNATURE

Each party represents and warrants that on this date they are duly authorized to bind their respective principals by their signatures below.

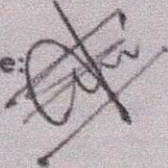
IN WITNESS WHEREOF, the parties have executed this MOU on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

Signed for and on behalf of
Emperor Solutions Pvt. Ltd.



Name: Suchit Jain

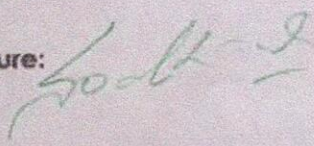
Title: Director

Signature: 

Signed for and on behalf of
Malwanchal University

Name: Dr. Lokeshver Singh Jodhana

Title: Registrar

Signature: 

price Annexure Accsoff2.0:

Price

7,50,000.00 + 18 % GST AND AMC 150000 + GST

Administration Modules

Admission

Student Section

Fees

Account

Payroll- Attendance-Leave-Salary

Transport

Mess/Dinning

Inventory/Store

Account

Hostel

Visitor

User

Academic Modules

Student Attendance

Result Processing & Mark Sheet Print

Library

Student Portal

Apart from the Above Online Fees

Payment Integration Charges are

separate as per actual

Integration with Barcode , Biometric

Attendance Machine , Web camera is

free

ID card, Barcode print with

customization

All Third party services and integration

are chargeable as per actual paid by

university

Customization will be 500 per man per

hour.