

**MEMORANDUM OF UNDERSTANDING**  
(For Implementation of LMS and Online Education Systems)

Signed between

**1. Marthoma College for Women, Perumbavur**

and

**2. IPSR Solutions Limited. Kottayam**



This **Memorandum of Understanding** (hereinafter called as the 'MoU') is made on Monday, 11th May 2020, by and between Mar Thoma College for Women, Perumbavoor, Ernakulam, Kerala, 683542, represented herein by its Principal Dr. Gigi George (Hereinafter called "The First Party") and M/s ipshr solutions limited, ML Road, Kottayam, Kerala, India, 686001 represented by Mr. Akhil Kumar, Manager - Client Relations, ipshr solutions limited, ML Road, Kottayam, Kerala, India, 686001 (Hereinafter called "The Second party").

Both "The First party" and "The Second party" are collectively called "The Parties". Both "The First Party" and "The Second Party" can individually be called as "The Party".

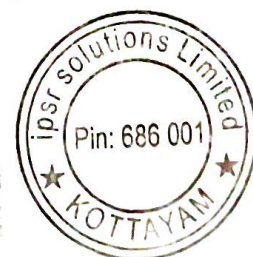
Whereas the Second Party is engaged in the business of providing IT services and mentoring for HEIs, and is willing to offer the said service to the First Party during the 5 year period of this agreement.

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

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

**NOW, THEREFORE, in recognition of principle, the Parties record their understanding as follow;**

1. The First Party will avail the services of Implementation of LMS and Online Education Systems provided by the Second Party at fixed rates and terms quoted for specific tasks including ICT implementations, training and implementation of best practices.



2. The Second Party will provide the services based on the discussion with the First Party. After receiving the request for service, the Second Party shall consider the resource and effort estimates required and the estimations will be passed on to the First Party. Once the approval is given, the services will be delivered.
3. The modes of communication will be through telephone, and Emails, between the designated contact persons. The Principal or any other person designated by the Principal will be the official contact point for the First Party and Mr. Akhil Kumar or any other person from ipshr solutions limited designated by him shall be the official contact point for the Second Party.
4. No party shall disclose any information to any third party concerning the matters under this MoU unless required by the provisions of law. 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.
5. The MoU may be terminated by the mutual consent of both the parties before the expiry of the validity period. The MoU can be renewed with the mutual consent of both the Parties at any point in time within the validity period of this MoU or after the validity period of this MoU.
6. 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. The parties do not intend merely by this MoU to create a partnership, cooperation or an entity assessable or taxable under any law of the country.
7. In the event of any differences or disputes 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 cooperation.




8. 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

**VALIDITY**

We, Mar Thoma College for Women, Perumbavoor, Kerala and ipsr solutions limited, ML Road, Kottayam, Kerala agree to this MoU by approving the above terms and policies for the Implementation of LMS and Online Education Systems. This MoU will be valid from 11<sup>th</sup> May 2020 to 10<sup>th</sup> May 2025 or until it is deliberately terminated by either Party on mutually agreed terms, during which period the Parties will take effective steps for implementation of this MoU. The renewal of the MoU is possible after the termination or expiry of the MoU.


**AGREED:**

  
Dr. GIGI GEORGE  
Principal - in - charge  
Mar Thoma College For Women  
Perumbavoor - 683 542

Dr. Gigi George  
Principal  
Mar Thoma College for Women,  
Perumbavoor



Witness


  
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Dr. Anupama P.  
Asst. Prof. Dept. of Physics  
Mar Thoma College for Women  
Perumbavoor.



Mr. Akhil Kumar  
Manager - Client Relations  
ipsr solutions limited,  
Kottayam



Witness

  
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ANUSHA V  
ASSISTANT MANAGER - HR OPERATIONS  
IPSR SOLUTIONS LIMITED