

## Memorandum of Understanding (MoU) for EMIS

The memorandum of understanding is between

**Kapilvastu Multiple Campus**

Taulihawa, Kapilvastu, Nepal

&

**Pragmatic Research and Innovations (PRI) Pvt. Ltd**

Kathmandu, Nepal

### 1 PREAMBLE

#### 1.1 First Party

Kapilvastu Multiple Campus (hereinafter first party) affiliated to the Tribhuvan University is offering BA, B.Ed., BBs, MBS and M.Ed. program in promising environment.

#### 1.2 Second Party

Pragmatic Research and Innovations (PRI) Pvt. Ltd (hereinafter second party) is a group of a consulting firm on various social and development issues. Primarily, PRI engages with higher education institutions (HEI) to provide technical assistance on quality assurance, institutional development and digitalization of teaching-learning practices.

### 2 PURPOSE

With the object of promoting their co-operation for Education Management Information System (EMIS), and Pragmatic Research and Innovations (PRI) Pvt. Ltd, enter into the following Memorandum of Understanding ("MoU").

### 3 TERMS OF REFERENCE

#### 3.1 First Party

- 3.1.1 The First Party shall provide the necessary requirements for the software.
- 3.1.2 The First Party shall manage Internet and cloud space to host the software.
- 3.1.3 The First Party shall manage time for the training on Education Management Information System (EMIS)
- 3.1.4 The First Party shall provide benefits to Second Party as mentioned in section









### 3.2 Second Party

- 3.2.1 The Second Party shall develop a college-specific Education Management Information System (EMIS) software
- 3.2.2 The Second Party shall install an Education Management Information System (EMIS) in the college.
- 3.2.3 The Second Party shall provide training to use the EMIS to all users of the college.
- 3.2.4 The Second Party shall do necessary maintenance work for any glitch in the software functionality.

### 4 SCOPE OF WORK

- 4.1 Provide technical support on digitalizing the teaching-learning system of the college

### 5 BENEFITS

- 5.1 The first party shall provide a below-mentioned cost to the second party.

Installation charge (one time) as contract signing amount	Rs. 1,00,000
Annual Maintenance Cost (AMC) <ul style="list-style-type: none"><li>• (24 hours of on-call service</li><li>• 15 days of free service system each year for Fixes related to accepted functionality/content, Web design change, Minor Content changes, Diagnosis &amp; error correction &amp; Advice on usage of the CMS)</li></ul>	Rs. 75,000 per year

**Note:** All taxes are applicable as per the Government regulations. Bank charges are applicable as per the prevailing schedule of charges, if any.

### 6. MUTUAL NON-DISCLOSURE

The intellectual property right of EMIS remains under PRI, both parties should have kept information regarding on EMIS confidential and if any party violate the understanding, is considered the violation of intellectual property right rules.

### 7. AMENDMENTS

Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.



**8. CONFLICT MITIGATION**

During the time of any conflicting situation, both parties shall arrange a meeting and negotiate in the terms and conditions. This MOU can be revised in mutual understanding between both the parties if required. In a situation where any parties fail to deliver as per the agreement, that particular party shall provide compensation to another party. The conditions of compensation will be mutually agreed.

**9. SIGNATURES**

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein. The effective date of this MOU is the date of the signature last affixed to this page.

**First Party**

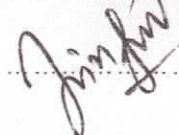


Mr. Vinaya Panday  
Campus Chief  
Kapilvastu Multiple Campus  
Kapilvastu  
Date: 2019/11/30

Official Seal



Witness (First Party )



**Second Party**



Mr. Om Krishna Shrestha  
Chairperson  
Pragmatic Research and Innovation Pvt. Ltd.  
Kathmandu  
Date: Nov 30, 2019

Official Seal



Witness (Second Party )





