Nallamuthu Gounder Mahalingam College

(An Autonomous Institution, Affiliated to Bharathiar University)

90, Palghat Road, Pollachi - 642001, Coimbatore, Tamil Nadu, India.

95th Rank in NIRF – 2023 - Among Colleges in India.

Criteria :C VI

STRATEGY DEVELOPMENT AND DEPLOYMENT

Metrics: 6.2.2
Institution implements e-governance in its operations
e-governance is implemented covering the following areas of operations:
1. Administration including complaint management
2. Finance and Accounts
3. Student Admission and Support
4. Examinations

Sl. No	Description	Link to Relevant Doc.
1	ERP Contract Document	**VIEW FILE**
2	Software Application Software for Examination – Contract Document	**VIEW FILE**

Key Indicator: 6.2   Metric Number: 6.2.2

ERP CONTRACT DOCUMENT

தமிழ்நாடு தமிलनाडु TAMILNADU   ₹100/-   BU 035693

27/05/19

ஆர். விவேகானந்தன்.
முத்திரைத்தாள் விற்பனை
உரிமம் எண் : 12096 /ஈ
T. கோட்டாம்பட்டி, பொள்ளாச்சி, தமிழ்நாடு

THE PRINCIPAL
NGm COLLEGE
POLLACHI

Application Software License Agreement

This **Application Software License Agreement** is made on the day of **20**th **June 2019** between Octoze Technologies Pvt. Ltd. 92 Chandrasekaran Ave. 1st Main Road. Okkiyam Thoraipakkam, OMR. Chennai – 600097, India. (Herein after called as **Company**) and *The Principal*, *on behalf of the Management*, *Nallamuthu Gounder Mahalingam College (Autonomous), Pollachi-642 001* (Herein after called as **Client**)

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N.G.M. COLLEGE, POLLACHI

For OCTOZE TECHNOLOGIES (P) LTD.

Director

3

2

Company shall provide **Client** with hosted Campus Management Software, Camu along with maintenance of the same for a specified period, training, and support services.

Client shall define the Acceptance Criteria for the software.

Company shall take reasonable efforts to meet the acceptance criteria provided by the client.

Client will have 200 maximum of working days or two semesters as inspection period after **Company** delivers the **Application Software** to inspect and test it to ensure that it meets the Accepted Criteria.

The Acceptance Criteria means end user in all the departments both teaching and non teaching should satisfy with data capturing and data delivery mode in the form of reports
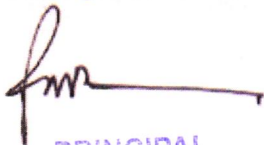
If, in **Client**'s opinion that the **Application Software** meets the Acceptance Criteria, **Client** may or may not accept the **Application Software** and notify **Company** that the client accepts the **Application Software which is different from a Go Live which is an acceptance to use the software in live service.**.

Even if a Go Live is granted, in **Client**'s opinion, the **Application Software** fails in a material way to meet the Acceptance Criteria, **Client** may reject the **Application Software** by delivering to **Company** a written list detailing each failure to satisfy the Acceptance Criteria.

Client will be deemed to have accepted the **Application Software** if **Client** fails to notify the **Company** on or before the expiration of the Inspection Period. *If the client fails to inspect, test and deliver the acceptance criteria the company shall give three reminders to deliver the same every 50 days until the milestone is achieved. It shall not exceed time limit of 200 days.*

If **Client** rejects the **Application Software**, **Company** will have a maximum of three opportunities to rectify the failures in the **Application Software** and re-deliver it to the **Client** to inspect again and test it. If, in **Client**'s opinion, **Company**'s corrections fail to satisfy the Acceptance Criteria thrice, **Client** may terminate this agreement without additional financial commitment.

Client shall pay the **Company** a Annual License Fee of Rs. 6,50,000 (Rupees Six Lakhs Fifty Thousand Only) for upto 6,000 Students. Additionally, in the first year, an implementation a Fee of Rs. 50,000 shall be paid to the **Company**. Thereafter, for every permanent addition of students in the system client shall pay Rs.112 per Student per Year, as the "License Fees " for the **Application Software and it consists of following modules along with the existing features in the application software of the company.**
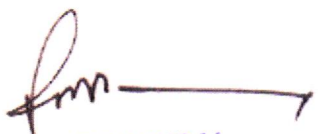
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3

Client Feature	Camu Module	Features
Aided Programmes Self Financing Programmes Certificate Courses	Admissions	Schedule and issue Applications Online applications and collection of application fees Record applications Student Admission Camu will support the Programmes in the Client Feature
	Student Record	Student record maintenance Transfers/Termination Automatically updated academic records
Staff Academics	Staff Record	Staff record maintenance Printing of statutory staff reports Resignations
Scholarship Analysis Fees Management Online Payments Offline Payments Billing	Fee Management	Automatic generation of bills using billing policies Receipts, Credit Notes & Cancellations Integration with Tally & SAP Outstanding bills and cash collection tracking Student Accounts View It should be possible to view how much scholarship was given under what category
Result Analysis ABCD Analysis Graduates Analysis Gender wise Analysis Community wise Analysis	Internal Examinations	Maintenance of Examinations Results entry Mark ineligible students Academic Performance Reports There are certain types of student categorisation possible and the results can be analysed as per the categorisation. This is only for internal exams.
SMS/E-mail Infrastructure	Communication	Staff to staff communication on tablets using SMS (additional charges) and Android App messages Mass communication through SMS (additional charges) Mass communication through Android App Mass communication through email Mass communication from an Android App on mobile devices Voice Calls (Additional Chages)

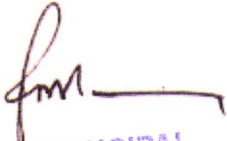| Client Feature	Camu Module	Features
	Transport	Maintenance of vehicle routes Student and Staff registration for transportation Automized Billing Basic Fleet Management
	Payments	Workflow for creating and approving payments Approvals can be made by the approving authority from a mobile device Create a projection of payments for a period of time to track payments and revenue to manage overall cash flow
	Leave Management	Leave application and approvals for staff Leave application and approvals for students
	Inventory	Maintain Inventory Catalogue Stock Issue Stock Taking Projection for stock purchase based on student strength
	Hostel	Book Rooms for Students, Staff and Visitors (as Guests) Allocate Guests to rooms Manage Conflict while booking Search for availability by available booking and overall capacity Automatically integrated to Billing
	Health Record	Maintenance of Student Health Record
	Visitor Management	Record Visitors Record time in and time out of visitors Take a photo of the visitor
	Library	Create Book catalogue Students can check in and check out books
	Enquiries	Record Enquiries manually Create Follow-up plans Dashboard to track Enquiries and Follow-ups Get Follow ups for Admissions staff to get their follow up plan

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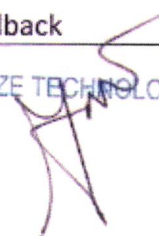N.G.M. COLLEGE, POLLACHI

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5

Client Feature	Camu Module	Features
LMS	Attendance	Manual attendance on Android tablet devices Attendance reports
LMS Non-Major Elective Proctor Calendar of Activities & Event Management	Academic Planning	Allocation of Staff to subjects Time table creation My timetable view for staff Staff diary Reallocation of staff Camu should support the implementation of the Non major electives Student Advising which should cover the Proctor feature
LMS Student Attendance with Topic Coverage	Teaching Plan	Creation and Maintenance of Teaching Plans Auto generation of teaching plans Print teaching plans Progress tracking of teaching plans Topic covered in a lecture will be marked in the lecture plan for the scheduled class. Attendance for the scheduled class will be marked in the attendance screen both invoked from 1 screen
LMS	Assignments	Schedule assignments Record and rate Assignment Submissions Transmit the Assignment rating to the students Online submission of Assignments
LMS	Assessments	Online Assessments based on MCQ Automatics scoring of Assessments Scheduling of Assessments
LMS	Question Bank	Create and manage Question Banks Question banks with question linked to learning outcomes, blooms taxonomy and rubrics Generate Question Papers
LMS Online System Feedbacks Examinations	Feedback	Record feedback on students Record feedback on staff Control on who can view the feedback

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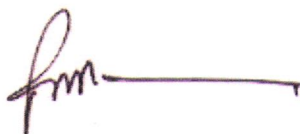N.G.M. COLLEGE, POLLACHI

For OCTOZE TECHNOLOGIES (P) LTD.

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7

6

Client Feature	Camu Module	Features
OBE	Outcome Based Education	Define PEO, PO and CO for all Programs and Courses Blooms Taxonomy based Assessments Mapping of Question paper for all Examinations Question Bank with Mapping to Course Outcomes Real time availability of Course and Program Outcome Attainment OBE Dashboards for Curriculum Design and Attainment
CBCS	Choice Based Credit System	Fully Flexible Student Study plan Approval for Student Enrolment Student Transcript Student Advisors
	CoE	Exam Scheduling Mark Scanning Moderation Re-evaluation Results Publishing Reports Hall Tickets
	GPS Tracking	Parents can view the bus movement in a Live Map (Additional Charges) Independent dashboard to view the bus status and location
	Payroll (Additional Charges)	Define Salary Structures and policies Leave Management for Staff Generate Pay slips Salary Register

Staff / Student / Alumni / Parent Mobile App will be provided.

Various Dash Boards for MIS Reports for the following users to be provided

- Management
- Principal
- HOD
- Faculty and
- Office Administration

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For OCTOZE TECHNOLOGIES (P) LTD.

Director

Alumni and Placement modules shall be developed and provided as a goodwill and no financial commitments will arise to client.

Client shall make an advance payment of Rs 2.00 Lacs as License Fee due on the date of this agreement. and with the remaining as per the schedule below. Rs. 50,000, as implementation cost will be paid for first year only.

Rs. 1.5 Lakhs on September 2019

Rs. 1.5 Lakhs in December 2019

Rs. 1.5 Lakhs in March 2019

From the 2nd Academic year onwards the payment will be made in 4 parts of 25% of license fee each in June, September, December and February of every year.

Amounts Payable under this agreement excludes Taxes, and *Client* shall pay all Taxes applicable to payments between the parties under this agreement as per legal provisions. TDS will be deducted from source for each payment.
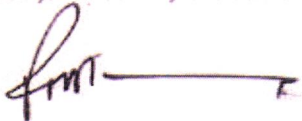
Company provides facility to Client to download all critical raw and processed data in CSV format or in Excel format at any point of time. If any critical data is not downloadable, the client shall notify and the Company has to make it downloadable within 100 days of such notification.

Company shall provide *Client*'s employees with the initial training services necessary and desirable to operate the Software attached to this agreement, within the premises of *Client* based on the requirement to use the application software effectively with *Company*'s own expense. The *Company* shall provide the *Client* with telephone or electronic or in person support during *Company*'s normal business hours in order to help *Client* to locate and correct problems with the Software and internet based support system, generally available seven days a week, twenty-four hours a day.

After the successful implementation of application software, from the subsequent year onwards, Rs. 6,50,000 (Rupees Six Lakhs Fifty Thousand Only) for up to 6,000 students who are active shall be paid as license fee and thereafter, for every extra permanent addition of students in the system Rs 112 per Student per Year shall be paid in four installments and it will be for a period of five years only. End of the Semester Marks will be added to the internal examination function for the purpose of 360 degree view of a student.

Company hereby warrants that if controller of examinations module is included based on client request Rs. 17/- per student per year will be added as purchase cost of that module and that cost will be added to purchase cost.

Client reserves the right to request changes to the *Application Software* by written notice to *Company*, if necessary, without any additional charges, beyond accepted specifications, within the agreement period.

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For OCTOZE TECHNOLOGIES (P) LTD.

Director

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8

If the parties agree to make changes to the *Application Software*, the parties shall make those changes in writing, signed by both parties.

This agreement begins on 20th June 2019. After Five years of operation the Annual License Fee can be discussed on a mutually agreed terms.

Company hereby warrants that *Application Software* can be operated according to the documentation and other instructions. *Company assures that* the *Application Software* will perform according to acceptance criteria. Further the company assures the User Manuals, Crib sheets, Videos etc will be provided to cover all the areas of the solution.

Company hereby warrants that its cloud services will be stored in Solid State Drive (SSD), with adequate resources to meet out peak loads such as conduct of online exams, conduct of feedback, admission process.

Company hereby warrants that its services will be performed consistently with generally accepted industry standards as 24 Hours 7 Days in a Week, during calendar year. 99% uptime for the cloud is guaranteed.

During the Service Period, on One Business Days' notice of a high severity defect from *Client*, *Company* shall repair or replace the defect or come to a mutually agreeable solution and a time frame for delivery plan.
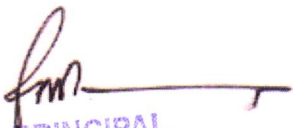
Client hereby assures that nothing in the *Application Software* nor will *Client's use of the Application Software* infringe or constitute a misappropriation of the Intellectual Property rights of the *Company*.

The parties shall continue to be bound by the terms of the non-disclosure agreement between the parties, dated 20th **June 2019.**

Company will be required to provide the *Application Software* to *Client* in form of a hosted solution during the period of the agreement.

If *Company makes* any updates, enhancements, or modifications to the *Application Software*, *Company* shall promptly give it to *Client* to support NAAC, NIRF and other Higher Education Authorities.

Client may terminate this agreement for any valid reason or without stating any reason-on 90 Days notice to *Company*. The Company may terminate this agreement for valid reasons only. In case of termination by either side, the license fee will be Rs. 112/- per student for the remaining batches/ students under the agreement, without any minimum license fee.

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For OCTOZE TECHNOLOGIES (P) LTD.

Director

Client may terminate this agreement with immediate effect by delivering notice of the termination to *Company*, if *Company* fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of *Client's* obligations, covenants, or representations, and the failure, inaccuracy, or breach continues for a period of 90 Days after the affected party delivers notice to the breaching party reasonably detailing the breach.
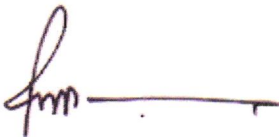
Effect of Termination

Subject to payment obligations as on date, on termination or expiration of this agreement, each party's rights and obligations under this agreement will cease immediately.

Even after termination or expiration of this agreement, each party shall pay any amounts it owes to the other party, including payment obligations for services already rendered, work already performed, services already rendered or expenses already incurred, and refund any payments received but not yet earned, including payments for services not rendered, work not performed, or expenses forwarded.

On termination or expiration of this agreement, neither party will be liable to the other party, except for liability that arose before the termination or expiration of this agreement, or arising after the termination or expiration of this agreement and in connection with sections of CONFIDENTIALITY or TERMINATION.

Mutual Indemnification:

Each party (**as an indemnifying party**) shall indemnify the other (**as an indemnified party**) against all losses arising out of any proceeding brought by either a third party or an indemnified party and arising out of the indemnifying party's willful misconduct or gross negligence. The total claim for the losses cannot exceed the annual license fee for both parties.

For OCTOZE TECHNOLOGIES (P) LTD.

Director

PRINCIPAL
N.G.M. COLLEGE, POLLACHI

All disputes arising out of or in any way connected with this agreement shall be deemed to have arises in Pollachi and only Courts in Pollachi shall have Jurisdiction to determine the same.

This agreement has been signed by the parties.

Company		Signature
Signatory Name	: Octoze Technologies Pvt. Ltd.	For OCTOZE TECHNOLOGIES (P) LTD.
Signatory Address	:92 Chandrasekaran Ave.	
	1st Main Road,	
	OkkiyamThoraipakkam,	
	OMR, Chennai – 600097	Director
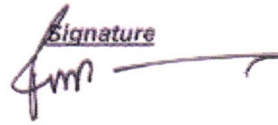
| Client		Signature
Signatory Name	:Dr.P.M. Palanisamy	
Signatory Address	: Principal,	PRINCIPAL
	NallamuthuGounderMahalingam College,	N.G.M. COLLEGE, POLLACHI
	Pollachi-642 001	
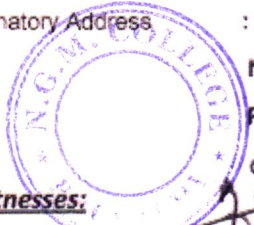
Witnesses:

1. k. Srinivasan   S/o PM Kandasamy

2. N. Neelakendeswari   W/o. S. Koteeswaran

Address

28. Thiruvalluvar St
Pollachi - 2

1, Ayesamy street
Rangampudur, Negamam
Pollachi – 120.

CONTRACT DOCUMENT

SOFTWARE APPLICATION SOFTWARE FOR EXAMINATION

Key Indicator: 6.2   Metric Number: 6.2.2
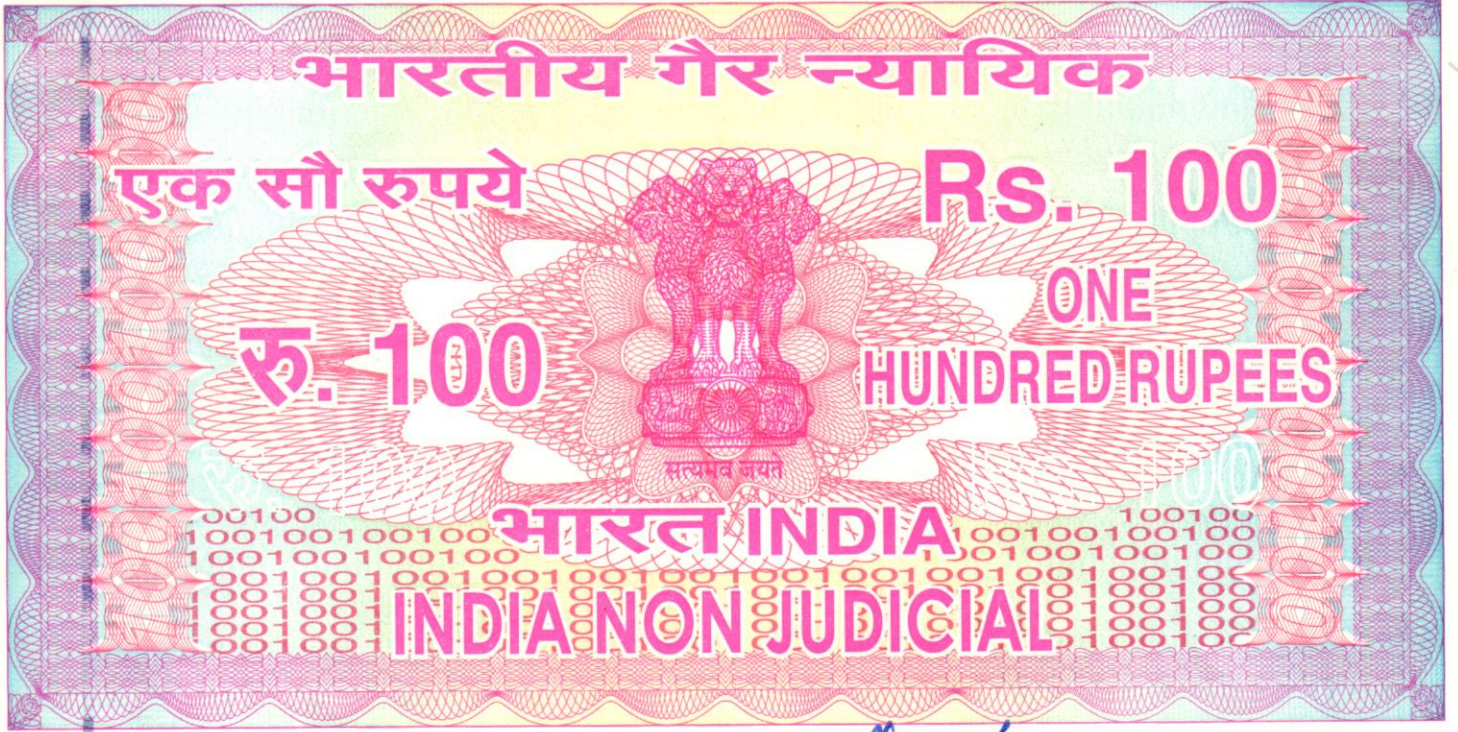
தமிழ்நாடு தமிழ்நாடு TAMILNADU   *As100/-*   BR 799034

ஆர். விவேகானந்தன்,
முத்திரைத்தாள் விற்பணையாளர்,
உரிமம் எண் : 12096 / ஆ1,2010/9
T. கோட்டரிம்பட்டி, பொள்ளாச்சி, தமிழ்நாடு

2019
25/01/...

PRINCIPAL
NGM. COLLEGE
POLLACHI

Software Development Agreement

This **Software Development Agreement** is made on the day of **29.01.2018** between **Mr.S.Boopathi**, Proprietor, Blabs Infotech, Coimbatore (S/o Mr. Sakthivel, 5/13, Poosari Goundan Valasu, Vagarai (Post), Palani Taluk, Dindigul District, Mobile No: 894050755) (Herein after called as **Party-1**) and

The Principal, NGM College (Autonomous), Pollachi-642 001 (Herein after called as **Party-2**)

1. *Boopathi. S*

2. *[signature]*

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Party-1 shall provide **Party-2** with certain **Development Services** which include **Software Development Services** according to **Party-2**'s Specifications, maintenance of the same for a specified period, training, and support services.

Party-2 shall define the specifications of the software and the schedule for its

development and delivery of the same and provide it to **Party-1**as a written document.

Party-1 shall take reasonable efforts to design, develop and implement the software application according to the Specifications given by **Party-2**. **Party-1** shall make the **Application Software** available to **Party-2** in an electronic, downloadable format against **Party-2**'s first payment for the **Application Software**.

Party-2 will have 15 days as inspection period after **Party-1** delivers the **Application Software** to inspect and test it to ensure it meets the Accepted Criteria.

If, in **Party-2**'s opinion the **Application Software** meets the Acceptance Criteria, **Party-2** shall accept the **Application Software** and notify **Party-1** that he is accepting the **Application Software**.

If, in **Party-2**'s opinion, the **Application Software** fails in a material way to meet the Acceptance Criteria, **Party-2** may reject the **Application Software** by delivering to **Party-1** a written list detailing each failure to satisfy the Acceptance Criteria.

Party-2 will be deemed to have accepted the **Application Software** if **Party-2** fails to notify **Party-1** on or before the expiration of the Inspection Period.
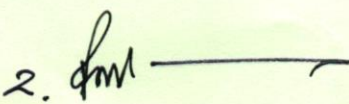
If **Party-2** rejects the **Application Software**, **Party-1** will have a maximum of three opportunities to rectify the failures in the **Application Software** and re-deliver it to **Party-2** to inspect again and test it. If, in **Party-2**'s opinion, **Party-1**'s corrections fail to satisfy the Acceptance Criteria thrice, **Party-2** may terminate this agreement.

Party-2 shall pay **Party-1** a purchase price of Rs. 1,00,000 (Rupees One Lac only), as the "Purchase Price" for the **Application Software.**

Party-2 shall pay **Party-1** a price of Rs. 35,000 (Rupees Thirty Five Thousand only), as data migration from existing database to new database. The above said amount Rs. 35,000 will not be accountable in subsequent Annual Maintenance Charges.

Party-2 shall make an advance payment of Rs. 50,000 (Rupees Fifty Thousand Only) due on **18.08.2018,** the date of this agreement, and with the remaining payment in various stages of development and maintenance.

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Amounts Payable under this agreement includes Taxes, and *Party*-1 shall pay all Taxes applicable to payments between the parties under this agreement. If it becomes the obligation of *Party*-2, then the taxes are deductable from the source.

Party-1 shall provide *Party*-2's employees with the initial training services necessary and desirable to operate the Software attached to this agreement, within the premises of *Party*-2 based on the requirement to use the application software effectively. For the 36 month period beginning on the agreement Date, and at *Party*-1's own expense, *Party*-1 shall provide *Party*-2 with telephone or electronic support during *Party*-1's normal business hours in order to help *Party*-2 to locate and correct problems with the Software, and internet-based support system generally available seven days a week, twenty-four hours a day.

After the initial 36 month support period, *Party*-2 may elect to renew *Party*-1's support services at 10 % of maintenance development charges i.e 10,000 per annum.

Party-2 reserves the right to request changes to the *Application Software* by written notice to *Party*-1. If necessary, without any additional charges, beyond accepted specifications, within the agreement period.
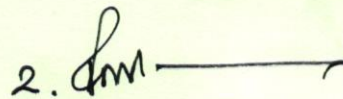
If *Party*-1 cannot or chooses not to accept the change order, then *Party*-2 may terminate this agreement and pay *Party* -1 any amounts it already owes under this agreement.

If the parties agree to make changes to the *Application Software*, the parties shall make those changes in writing, signed by each party.

This agreement begins on **29.01.2018** and will continue until **28.01.2021**, unless terminated earlier as per agreement terms and termination aspects lies only with **Party-2.**

Party-1 hereby warrants that for a period 36 Months period following the delivery of the *Application Software, a copy in the form of Compact Disc and another copy in an External Hard Disc,* and the delivered *Application Software* shall be free from defects and operate under to normal circumstances of use.

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PRINCIPAL
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16

Party-1 hereby warrants that *Application Software* can be operated according to the documentation and other instructions. *Party*-1 *assures that* the *Application Software* will perform substantially according to the functional specifications listed in the documentation.

Party-1 hereby warrants that its services will be performed consistently with generally accepted industry standards.

During the Warranty Period, within TWO Business Days' after notice of a defect from *Party*-2, *Party*-1 shall repair or replace the defect.

Party-1 's obligation to repair or replace defects under this section will be *Party*-2's sole remedy for defects.

Party-1 hereby assures that nothing in the *Application Software* nor will *Party-2's use of the Application Software* infringe or constitute a misappropriation of the Intellectual Property rights of a third party.

Party-1 hereby acknowledges that the *Application Software* is a "work for hire, and be *Party*-2's exclusive property.

Party-1 shall assign to *Party*-2 its entire interest in the *Application Software* including all Intellectual Property and other property rights.
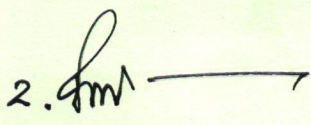
The parties shall continue to be bound by the terms of the non-disclosure agreement between the parties, dated **29.01.2018**.

Party-1 will be required to provide the *Application Software* to *Party*-2 in form of Source code and application set up files.

If *Party*-1 makes any updates, enhancements, or modifications to the *Application Software*, *Party*-1 shall promptly give it to *Party*-2

Party-2 may terminate this agreement for any valid reason on 90 Days notice to *Party*-1.

1. *[signature]*

2. *[signature]*

PRINCIPAL
N. G. M. COLLEGE, POLLACHI

Party-2 may terminate this agreement with immediate effect by delivering notice of the termination to *Party-1*, if *Party-1* fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of his obligations, covenants, or representations, and the failure, inaccuracy, or breach continues for a period of 90 Days after the affected party delivers notice to the breaching party reasonably detailing the breach.

Effect of Termination

Subject to paragraph payment obligations, on termination or expiration of this agreement, each party's rights and obligations under this agreement will cease immediately.
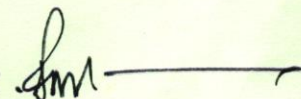
Even after termination or expiration of this agreement, each party shall pay any amounts it owes to the other party, including payment obligations for services already rendered, work already performed, goods already delivered, or expenses already incurred, and refund any payments received but not yet earned, including payments for services not rendered, work not performed, or goods not delivered, expenses forwarded.

On termination or expiration of this agreement, neither party will be liable to the other party, except for liability that arose before the termination or expiration of this agreement, or arising after the termination or expiration of this agreement and in connection with sections of CONFIDENTIALITY or TERMINATION.

Mutual Indemnification:

Each party (**as an indemnifying party**) shall indemnify the other (**as an indemnified party**) against all losses arising out of any proceeding brought by either a third party or an indemnified party and arising out of the indemnifying party's willful misconduct or gross negligence.
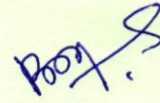
1. Poop.s

2. &m

PRINCIPAL
N. G. M. COLLEGE, POLLACHI

This agreement has been signed by the parties.

Party-1   *Signature*

Signatory Name   : **Mr. S. Boopathi,**
Signatory Address: **Proprietor,**
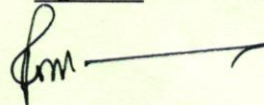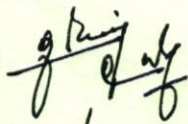   **Blabs Infotech,**
                   Coimbatore
                   (Mobile No: 894050755)

Party-2   *Signature*

Signatory Name   : **Dr. M. Palanisamy**
Signatory Address: Principal,
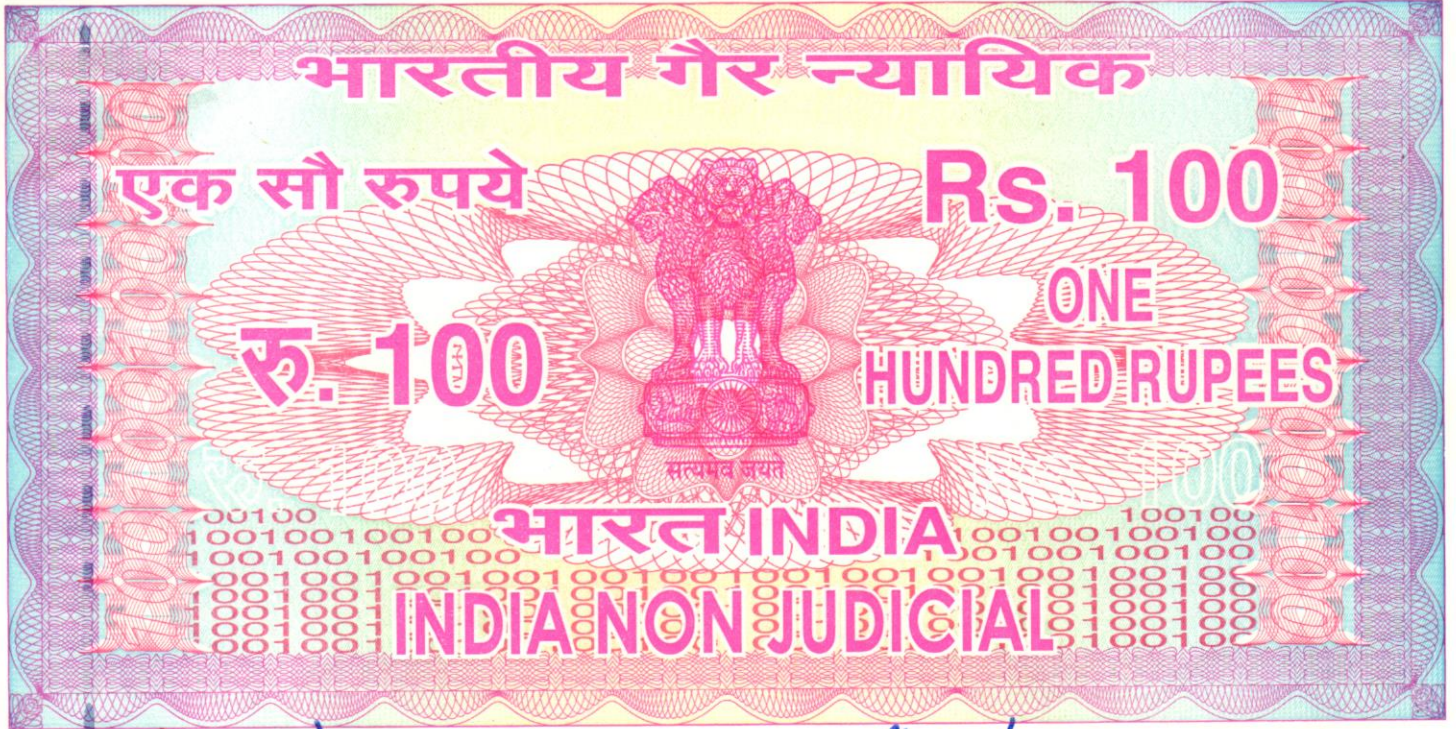   **NGM College,**
                   Pollachi-642 001

**PRINCIPAL
N. G. M. COLLEGE, POLLACHI**

Witnesses: *Address*

1.   k. Srinivasan s/o PM kandasamy
     28. Thiruvalluvar St, Pollachi -642 002

2.   R. Muthukumaran s/o. S.Reppathy
     37, Mahalachmi nagar 4st Pollachi 642002

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT is entered into on by and between the undersigned parties on the date 29.01.2018 between **Mr.S.Boopathi**, Proprietor, Blabs Infotech, Coimbatore (S/o Mr. Sakthivel, 5/13, Poosari Goundan Valasu, Vagarai (Post), Palani Taluk, Dindigul District, Mobile No: 894050755) (Herein after called as **Party-1/Receiving Party**) and *The Principal, NGM College (Autonomous), Pollachi-642 001* (Herein after called as **Party-2/Disclosing Party**). WHEREAS, either Party possesses certain confidential proprietary information; and

WHEREAS, in connection with the pursuit, evaluation and/or feasibility of a business relationship, and/or the consummation of a transaction (collectively, the "Business Purposes") between the two parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-venture, trading partners, employees and other organizations (hereinafter referred to as Affiliates), confidential proprietary information of the **Disclosing Party** may become available to the **Receiving Party**.

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20

WHEREAS, **Disclosing Party** desires to prevent the unauthorized use and disclosure of its confidential proprietary information.

NOW THEREFORE, in consideration of these premises and for other good and valuable consideration, Receipt of which is hereby acknowledged, the parties agree as follows:

I.   "Confidential Information". For purposes of this Agreement, Confidential Information shall mean all strategic and development plans, business plans, data, project records, employee lists and manuals, policies and procedures, information relating to processes, technologies or theory and all other information which may be disclosed by one Party or to which the other Party may be provided access by the disclosing Party or others in accordance with this Agreement, or which is generated as a result of, incidental to or in connection with the processes, which is not generally available to the public.
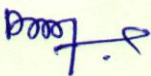
II.   Non-disclosure Obligations. The Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party further promises and agrees:

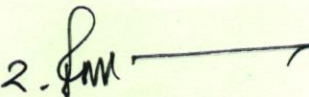A. to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure;

B. not to use any of the Confidential Information except for the specified Purposes.

C. not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the Disclosing Party in accordance with this Non-Disclosure Agreement.

D. not to use any Confidential Information to unfairly compete or obtain unfair advantage vis-a-vis Disclosing Party in any commercial activity or otherwise or otherwise or otherwise which may be comparable to the commercial activity or otherwise contemplated by the parties in connection with the Business Purposes.

E. to restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access to carry out the Business Purposes.

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21

F. to advise each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information, and, upon Request of the Disclosing Party, to provide the Disclosing Party with a copy of a written agreement to that effect signed by such persons.

G. to comply with any other reasonable security measures requested in writing by the Disclosing Party.

H. To refrain from directly contacting or communicating by whatsoever means to the Source(s) of Information without written consent of the Disclosing Party.

I.   To undertake not to disclose any names and their particulars to third parties without the written consent by the Disclosing party.

III. Return of Confidential Information. The Receiving Party agrees, upon termination of the Business Purposes or upon the written request of the other Party, whichever is earlier, to promptly deliver to the other Party all records, notes, and other written, printed, or tangible materials in the possession of the Receiving Party, embodying or pertaining to the Confidential Information.

IV. No Right to Confidential Information.

A. The Receiving Party hereby agrees and acknowledges that no license, either express or implied, is hereby granted to the Receiving Party by the other Party to use any of the Confidential Information for other than intended purposes.

B. The Receiving Party further agrees that all inventions, improvements, copyrightable works and designs relating to machines, methods, compositions, or products of the other Party directly resulting from or relating to the Confidential Information and the right to market, use, license and franchise the Confidential Information or the ideas, concepts, methods or practices embodied therein shall be the exclusive property of the other Party, and the Receiving Party has no right or title thereto.

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V. No Warranty. The Disclosing Party has not made and will not make any representation or warranty as to the accuracy or completeness of its Confidential Information or of any other information provided to the Receiving Party, and the Receiving Party agrees that the Disclosing Party shall have no liability resulting from the use of the Confidential Information or such other information.

VI. No Commitment. The disclosure of Confidential Information does not, and is not intended to, represent a commitment by the Disclosing Party to enter into any business relationship with the Receiving Party or with any other entity. If the Parties desire to pursue business opportunities, they will execute a separate written agreement to govern such business relationship.

VII. Compelled Disclosure. If the Party faces legal action to disclose Confidential Information received under this Agreement, then the Party shall promptly notify the other Party in order that it may have the opportunity to intercede and contest such disclosure and, upon request, shall cooperate with the other Party in contesting such a disclosure. Except in connection with failure to discharge the responsibilities set forth in the preceding sentence, neither Party shall be liable in damages for any disclosures pursuant to such legal action.

VIII. Losses. The Receiving Party agrees to indemnify the other Party against any and all losses, damages, claims, or expenses incurred or suffered by the other Party as a result of the Receiving Party's breach of this Agreement.

IX. Communication: The two parties agree that the communication between the parties is considered delivered and reached other party if transmitted by fax or electronic means with proof of sending machine. The date of receiving the messages, notices or letters is the date of sending authenticated by the sending machine. All notices under this Agreement shall be deemed to have been duly given upon the mailing of the notice, postpaid to the addresses listed above, or upon the facsimile transmission, to the party entitled to such notice at the facsimile number set forth below.

X. Counterparts. Either the original or copies, including facsimile transmissions, of this Agreement, may be executed in counterparts, each of which shall be an original as against any party whose signature appears on such counterpart and all of which together shall constitute one and the same instrument.

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23

XI. No Solicitation of Employees. The Receiving Party agrees that it will not, for a period of five (5) years from the date of this Agreement, initiate contact with the other Party's employees in order to solicit, entice or induce any employee of the other Party to terminate an employment relationship with the other Party to accept employment with the Receiving Party.

XII. Term and Termination. This Agreement shall commence on the date first written above. The Receiving Party's right to use the Confidential Information in connection with the Business Purposes shall continue in effect until the end of the period of the date above or the other Party provides the Receiving Party with written notice of termination of such right, whichever is earlier. Notwithstanding the foregoing, the Receiving Party's obligations with respect to the Confidential Information hereunder shall continue in full force until further notice from the other Party.

XIII. Remedies. The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party shall be in addition to Remedies otherwise available to the Disclosing Party at law or in equity.

XIV. Entire Agreement. This Agreement embodies the entire understanding between the parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter of this Agreement. This Agreement shall not be modified except by a writing duly executed on behalf of the party against whom such modification is sought to be enforced. Should any provisions of this Agreement be found unenforceable, the remainder shall still be in effect.

XV. No Waiver. The failure of either Party to require performance by the other Party of any provision of this Agreement shall in no way effect the full right to require such performance at any time thereafter.

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XVI. Successors and Assigns. Neither shall any Party have any right to assign its rights under this Agreement, whether expressly or by operation of law, without the written consent of the other Party. This Agreement and the Party's obligations hereunder shall be binding on their Representatives, permitted assigns, and successors of the Parties and shall ensure to the benefit of Representatives, assigns and successors of the Parties.

XVII. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of India

XVIII. Attorneys' Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to attorneys' fees.

XIX. Modification: This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.

XX. Legal Address of the Parties:

Party-1   **Signature**

Mr.S.Boopathi,
Proprietor,
Blabs Infotech,
Coimbatore
Mobile No: 894050755

Party-2   **Signature**

Dr. M. Palanisamy
Principal,
NGM College,
Pollachi-642 001

PRINCIPAL
N. G. M. COLLEGE, POLLACHI

Witnesses: **Address**

1.

2.

L. Srinivasan S/o PM Kandasamy
28. Thiruvalluvar St, Pollachi - 642002

L. Muthukumaran S/o. S. Reguppathy
37. Mahalakshmi nagar Hsg pollachi 642002