



D.A.PANDU MEMORIAL R.V. DENTAL COLLEGE

No.CA-37, 24th Main, J.P.Nagar 1st Phase, Bangalore - 560 078

Ph: +91 (80) 2654 7053/2244 5754, Fax: +91 (80) 2665 8411

E-mail: rvdvc@vsnl.com / principalrvdc@yahoo.com Website: www.rvdentalcollege.org

No.DAPMRVDC/ 1718 /2013-14



NOTE

SUB: CAMPUS MANAGEMENT SYSTEM

M/s. Human Interface Technologies Pvt Ltd. 17/8, Ali Askar Road, Bangalore - 560 052, a software company specialized in education domain "VidhyaWorld". It is a Campus Management System which provides Student Information, Attendance Management, Library Management Systems, Exam and Marks/Grade Management System, Classroom Management Application, Reports besides providing unlimited SMS. This software will become operational from the time of implementation. The company will depute exclusively to operate Campus Management System in DAPMRVDC campus.

In view of the above service, the company has quoted as follows:

Rs.84,000 towards Campus Management System and
Rs.14,000 / month towards VidhyaWorld Operator ? **80k.**

A sum of Rs.800 is being collected from both UG (240 students) and PG (80 students) under Miscellaneous Head and Rs.2,56,000 has been collected towards Student Information System.

A copy of the proposal from Human Interface Technologies Pvt Ltd. Bangalore is enclosed herewith for kind perusal and consideration and it is requested to approve the above proposal in implementing the Campus Management System in DAPMRVDC.

3 Instalments:

- Instalment Rs. 27,000 15 Days
- Instalment Rs. 27,000 2 Months
- Instalment Rs. 26,000 2 Months

To,
**The Hon. Secretary
RSST, Bangalore**

[Signature]
PRINCIPAL

*36-seg
for this union
06/02
3383/13-14
10/2/14*

*Principal
1) IC seg has finalized for
Rs 80000/- per year.
2) Data entry to be done
in house
3) Training will be
provided by vendor*



Principal
D.A.P.M.R.V. Dental College
J.P.Nagar 1 Phase, Bangalore-560 078.



06 February, 2014

To,
R V Dental College & Hospital
CA-37, 24th Main, 1st Phase. J P Nagar
BANGALORE - 560078

Dear Sir,

SUB : PROPOSAL FOR CAMPUS MANAGEMENT SYSTEM

1. Proposal

1.1. About VidhyaWorld ;

VidhyaWorld is a product of Human Interface Technologies Pvt Ltd (hereafter referred as 'HIT'). We are a Bangalore based software company specializing in the education domain. Our work and experiences with many educational institutions ranging from small schools to major colleges have given us an opportunity to learn the problems faced by the institutions and solve the problems in a time bound and cost effective manner. Over the few years our products have been used by a large number of students and Institutions and their trust in our services is the major inspiration that drives us to continually better our products and services.

1.2. Customer's requirement ;

The Customer has a requirement for a **Campus Management System (CMS)**, which includes Student Information System, Attendance Management System, and Library Management System.

1.3. Our Proposed Solution ;

VidhyaWorld Proposes to provide the customer with

(i) Campus Management System (CMS) ;

CMS system will include

- a) Student Information System,
- b) Attendance Management app,
- c) Exam and Marks/Grade Management app,
- d) Fee Management app,
- e) Classroom management app
- f) Library Management app.
- g) Reports
- h) SMS

(ii) VidhyaWorld Operator (VO) ;

VidyaWorld Operator is an Executive deputed from HIT exclusively to operate CMS in your Institution.


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J.P. Nagar I Phase, Bangalore -560 078.



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1.4. Commercials :

(i)	Campus Management System = Rs 84,000 / Year
(ii)	VidhyaWorld Operator = Rs 14,000/month

2. Terms and Conditions ;

2.1 Campus Management System ;

- 2.1.1 All software is offered on 'Software as a Service' model
- 2.1.2 All data in the CMS will be stored in a secure 3rd party server
- 2.1.3 The software will need 30 days to become fully operational, from the time of Implementation.

2.2 VidhyaWorld Operator (VO) ;

- 2.2.1 VO will be a trained person to operate the CMS
- 2.2.2 VO will work in the institution premise during all working days in the working hours of the institution
- 2.2.3 VO will be entitled for 18 days leave during the year, which includes PL, SL and CL.
- 2.2.4 VO's remuneration will be paid by 'HIT'.
- 2.2.5 HIT will cover VO under all statutory laws.
- 2.2.6 HIT will provide replacement if VO resigns from his duty. We will need 2 week's time for replacement.

2.3 SMS ;

- 2.3.1 You can send only transaction and information messages

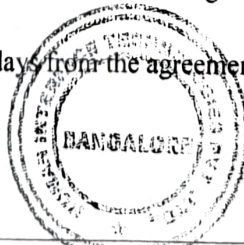
2.4 Payment Terms ;

- 2.4.1 All payments to be cleared within 3 months from the agreement date. We have options for a maximum of 3 instalments.
- 2.4.2 First payment to be made within 15 days from the agreement date.

For **Human Interface Technologies Pvt. Ltd..**

Shalini P S
Shalini Soundarya P S

shalini.s@vidhyaworld.com: Cell: 9538258277 | Office : 080-64519967



Comments by R V Dental College & Hospital ;

Signature :

Name :

Designation :

Shalini P S /2

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MASTER SERVICES AGREEMENT

This Master Services Agreement is made by and between Human Interface Technologies Pvt. Ltd. (hereinafter 'HIT') a company incorporated in India with a place of business at #17/3 Ali Askar Road, Bangalore 560052, India and D.A. PANDU MEMORIAL R.V.DENTAL COLLEGE & HOSPITAL (hereinafter 'Institution') an Organisation incorporated in India with a place of establishment at CA-37, 24th Main, I Phase JP Nagar, Bangalore 560078. This Master Service Agreement and its Schedules, Exhibits and Attachments, as so identified, shall be hereinafter collectively referred to as the "Agreement".

PRELUDE

This agreement sets forth the terms and conditions under which the Institution shall purchase from HIT, the services set forth in the applicable Schedule ('The Services'), unless an appropriate Schedule to this agreement is executed by both parties. The terms and conditions of this Agreement shall apply to all the Services purchased by the Institution from HIT. For the purpose of this Agreement, Services includes without limitation all the incidental services and tasks necessary to perform acceptable deliverables and/ or documentation that accompany the deliverables. The terms and conditions of this agreement shall apply to all the Institution requests (the 'Orders') for the purchase of Services.

1. TERM

- 1.1 Unless sooner terminated hereunder, this agreement shall continue for a term of 36 months, beginning on 11-Feb-2014 and expiring on 10-Feb-2017.
- 1.2 Completion of Work under any order will not terminate this agreement.
- 1.3 If payments are not made by or before the due date, HIT with its sole discretion will discontinue the services with immediate effect.
- 1.4 The services will presume its functionality within 30 working days from the date of receipt of payment.

2. TIME OF PERFORMANCE

- 2.1 HIT will provide the Institution the Services according to the time and manner specified in this Agreement or applicable Schedule as executed by both parties. The purchase of Services will only be made and commenced upon issuance of an order referencing this Agreement or any applicable Schedule, 'Purchase order' (PO). Acceptance of our 'Proposal' is also sufficient to execute this agreement.

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- 2.2 HIT shall perform the Services within the timeframe specified in the applicable schedule. Upon the Institution's request, HIT shall provide performance reports within a reasonable time or as specified in the applicable Schedule.
- 2.3 Yearly Renewal – The Institution must renew the contract one month prior to the expiry date.
- 2.4 After sales support & service - The timeframe to resolve any complaint will be provided within 24 working hours from the time the complaint is received.

3. PAYMENT & PRICING

- 3.1 For performance of the Services, upon Acceptance, the Institution will pay the Service Fees as set forth in the 'Commericals' (Annexure attached). The 'Service Fee' will vary between institutions.
- 3.2 Institution shall pay any applicable taxes and Government imposed fees arising from its purchase under this Agreement. If payment is not received by the Payment Due Date, HIT may, in its sole discretion,
 - (i) terminate this Agreement and retain all sums paid after giving fifteen (15) days prior written notice to cure and/or
 - (ii) suspend delivery of any products or performance of any service immediately without notice until such payments is received by HIT.
- 3.3 Institution must make the payment as per the payment schedule with regard to the product and service availed.
- 3.4 Payment Schedule will be mentioned in the Terms & Conditions below.
- 3.5 The fee for our service quoted in the 'Commericals' is valid for 12 months only.
- 3.6 The Service Fee may vary from Time-To-Time without notice depending on the offerings and promotions.

4. WARRANTY

- 4.1 **Services Warranty** – All work provided hereunder will be performed in a good and workmanlike manner consistent with standard industry practice.
- 4.2 **Solution Warranty** - During Initial Term 'Software Warranty Period' the Software media will be free from defects in material and workmanship under normal use. The Software will perform substantially in compliance with the Institution's specifications. To the extent that any deficiency in the material or workmanship prevents the Software from operating substantially in accordance with the Institution's specifications, HIT will use commercially reasonable efforts to correct the problem within a reasonable period of time. If the problem cannot be corrected, HIT will in its sole discretion either replace the

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Software or install a new release when made generally available or return the Solution to a prior release.

- 4.3 **Warranty Duration** - HIT provides a warranty of 12 months for the Software and web solution services hosted for the Institution. In the due course updates will be installed in the Software which would be free from charges.
- 4.4 **Product Warranty** - Certain products of HIT are provided by Third party vendors. HIT does not render warranty of any sort to the Institution in regards to these Products. (Examples: email, SMS, hosting services etc.,)
- 4.5 **Uptime** - HIT assures an uptime of 95% for our service. However due to force-majeure, if the software or the service is down, then the institution will not claim compensation, discount or payment holiday.

5. TERMS OF SERVICES

- 5.1 The Institution shall provide all the Basic Information required by HIT to work on the Project. The basic information includes:
- Changes or customizations required in the product.
 - Samples of the reports needed.
- 5.2 **Support Services** - The Institution can contact HIT on weekdays during the working hours between 10.30AM – 6.30PM and on Saturday's between 10.30AM – 2.00PM. HIT will be closed on second Saturdays, Sundays and all company declared holidays (please refer our website for the list of holidays). The Institution can also write an email to support@vidhyaworld.com for any support and the executives will resolve the queries within the timeframe that would be provided.

6. INDEMNITY

- 6.1 HIT shall at its expense indemnify and defend the Institution from any claim or action filed against the Institution provided that the Institution promptly gives notice to HIT of any Intellectual Property Infringement upon becoming aware of the same; and gives HIT the sole conduct of the defence to any claim or action in respect of an Intellectual Property Infringement and does not at any time admit liability or otherwise attempt to settle or compromise the said claim or action except upon the express instructions of HIT.
- 6.2 HIT will provide the above indemnity even if losses are due, or alleged to be due, in part to any indemnity's concurrent negligence or other fault, breach of contract or warranty, or strict liability without regard to fault; provided, however, that provider's contractual obligation of indemnification shall not extent to the percentage of the third party claimant's damages or injuries or the settlement amount attributable to the indemnity's



negligence or other fault, breach of contract or warranty, or to strict liability imposed upon indemnity as a matter of law.

7. LIMITATION OF LIABILITY

- 7.1 Neither party will be liable for any indirect, incidental, or consequential damages of any type, including lost profits, or lost data, arising out of or in connection with this agreement or the services, even if a party has been advised by the other party of the possibility of the damage and even if a party asserts or establishes a failure of essential purpose of any limited remedy provided in this agreement.
- 7.2 HIT will not be liable for any opportunity lost losses occurred during the time of our software failure claimed by the institute's clients, vendors or any users.

8. SUSPENSION OF SERVICES

In the event of Institution not renewing the services within the due date, the said services will be stopped with immediate effect. The services will be reinstated within 30 days from the time the payment is made, in case of discontinued service.

9. TERMINATION

- 9.1 **General** -If the Institution decides to terminate this Contract during the Contract Period, they can do so by sending an email. Upon termination either party will return all the data and the intellectual property back to either party within 30 days of terminating this contract.
- 9.2 **Financial Term** -HIT will not return the remaining contract period value to the Institution on termination of this Contract.

10. CONFIDENTIALITY INFORMATION

10.1 Confidentiality Information – Other than in the performance of this Agreement neither the Institution nor employees, or subcontractors shall use or disclose to any person or entity any Confidential Information of HIT (whether in written, oral, electronic or other form), which is obtained from HIT or otherwise prepared or discovered either in the performance of this Agreement, through access to HIT Information Systems. As used herein, the term "Confidential Information" shall include, without limitation, all Work Product, all information designated by HIT as confidential, all information or data concerning or related to HIT's products including the discovery, invention, research, improvement, development, manufacture, or sale thereof), processes, or general

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business operations (including sales costs, profits, pricing methods, organization and employee lists), and any information obtained through access to any Information Systems (including but not limited to computers, networks, voice mail, etc.) which, if not otherwise described above, is of such a nature that a reasonable person would believe it to be confidential or proprietary. The Institution will protect the confidentiality of Confidential Information with the same degree of care as the Institution uses for its own similar information, but in no event less than reasonable care.

- 10.1 **Security of Information** - Without limiting the foregoing, the Institution agrees to maintain security measures to comply with the above obligations and to ensure that access granted will not impair the integrity and availability of HIT. Upon reasonable notice, HIT may audit the Institution to verify its compliance with these obligations.
- 10.2 **Exclusions** – The foregoing confidentiality obligations will not apply to Confidential Information that (a) is already known to the Institution prior to disclosure by HIT; (b) is or becomes a matter of public knowledge through no fault of the Institution; (c) is rightfully received from a third party by the Institution without a duty of confidentiality; (d) is disclosed under operation of law; or (e) is disclosed by the Institution with the prior written approval of HIT.

11. WORK PRODUCT

- 11.1 "Work Product" means models, devices, reports, computer programs, data bases, tooling, schematics and other diagrams, instructional materials, and anything else HIT, its agents, employees, and subcontractors produce in connection with the Agreement. Subject to Section 10.2 relating to HIT and third party Pre-Existing Intellectual Property, all right, title and interest in Work Product will belong to the Institution. HIT its agents, employees, and subcontractors will deliver all Work Product to the Institution upon the earlier of the expiration/termination of this Agreement or the Institution's request. HIT shall not incorporate any Pre-Existing Intellectual Property into the Work Product without the Institution's prior written notice and vice-versa.
- 11.2 **Work of Authorship** - HIT will promptly disclose to the Institution any copyright or works of authorship created in connection with this agreement. All copyrights in such works will belong to and vest in, and are hereby assigned by HIT to, the Institution. To the extent permitted by law, HIT waives, and will ensure each of its employees and the personnel of its subcontractors and agent waive, any moral

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rights, such as the right to be named as author, the right to modify, the right to prevent mutilation and the right to prevent commercial exploitation, whether arising under the Berne Convention or otherwise. HIT will ensure that it obtains from each of its employees and the personnel of its subcontractors and agents a moral rights consent to the extent permitted by law. HIT will sign, and will Procure the signing of, any necessary documents and will otherwise assist the Institution, at the Institution's expense, in registering the Institution's copyrights and otherwise protecting the Institution's rights in such works in any country.

12. GENERAL

- 12.1 **Governing law:** This Agreement shall be governed by and construed in accordance with the laws of the Government of Karnataka without regard to its conflict of law principals. Any dispute that may arise in connection with the interpretation or implementation of this Agreement shall be submitted to the courts of Karnataka.
- 12.2 **Notices:** All notices provided in connection with this Agreement will be in writing Via e-mail, and be delivered by the authorized personnel and will be deemed effective upon receipt by the addressee at the email address listed in Proposal, or to such different or other addresses as the parties may designate by written notice to each other as shown in the Proposal.
- 12.3 **Entire Agreement:** This agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements and representations whether oral or written. No supplement, modification or amendment of this Agreement will be binding unless in a writing which states that it is an amendment of this Agreement, and which is signed by an authorized representative of each party who is authorized to amend this Agreement.
- 12.4 **Compliance with Laws:** HIT will perform its obligations under this Agreement in strict compliance with all Applicable Laws. The Institution will not be responsible for monitoring HIT's nor HIT's subcontractors' compliance with any Applicable Laws. "Applicable Laws" means applicable local, state, and central laws, executive orders, rules, regulations, ordinances, codes, orders, and decrees of all governments or agencies of domestic jurisdiction in which Services will be performed.

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- 12.5 **Severance:** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is found to violate a law, it will be severed from the rest of the Agreement and ignored and a new provision deemed added to this Agreement to accomplish to the extent possible, the intent of the parties as evidenced by the provision so severed.
- 12.6 **Non-Exclusive:** Nothing in this Agreement shall require the Institution to purchase from Provider any or all of its requirements for services that are the same or similar to the Services provided hereunder, and the Institution may purchase similar or identical services from others.

**Human Interface Technologies
Pvt. Ltd.**

Name: *Bharath G V*

Designation: *Director*

Date: *11 Feb -14*

Seal:

Contact No: *0806415 19967*

Email: *support@vidhyaworld.com*



**R V DENTAL COLLEGE &
HOSPITAL**

Name: *Dr. M. R. DINESH*

Designation: *Principal*

Date: *17-02-2014*

Seal:

Contact No: *080-22445754*

Email: *principalrvdc@gmail.com*



Dinesh
Principal

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ANNEXURE

D A Pandu Memorial R V Dental College & Hospital: Requirement and Offered Solutions.

1 Institution's requirement: The Customer has a requirement for a Campus Management System (CMS), which includes Student Information System, Attendance Management System, and Library Management System.

2 Our Solution;

VidhyaWorld Proposes to provide the customer with

- (i) **Campus Management System (CMS) ;**
- a) Student Information System,
 - b) Attendance Management app,
 - c) Exam and Marks/Grade Management app,
 - d) Fee Management app,
 - e) Classroom management app
 - f) Library Management app.
 - g) Reports
 - h) SMS

3 Commercials:

(i) Campus Management System = Rs 80,000 / Year Includes unlimited SMS as per SMS Terms
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4 Terms and Conditions

4.1 CMS:

- 4.1.1 All software is offered on 'Software as a Service' model
- 4.1.2 All data in the CMS will be stored in a secure 3rd party server
- 4.1.3 The software will need 30 days to become fully operational, from the time of Implementation.
- 4.1.4 A sample of any new reports that needs to be designed has to be emailed to VidhyaWorld at least 2 weeks before the due date.

4.2 SMS :

- 4.2.1 All SMS will expire on the date of RENEWAL
- 4.2.2 You CANNOT send any messages which are in nature of PROMOTIONAL, POLITICAL, PUBLIC RUMOURS, DEROGATORY MESSAGES WHICH MAY HURT THE SENTIMENTS OF ANY INDIVIDUAL OR ANY

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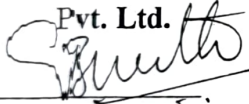
SECTION OF SOCIETY. Your account will be locked immediately by our service provider

- 4.2.3 You will be solely responsible for any messages sent
- 4.2.4 You can send only transaction and information messages
- 4.2.5 Messages can be recharged anytime during the tenure of this service
- 4.2.6 You will not be reimbursed for any unutilized messages if our service is discontinued.

4.3 PAYMENT TERMS:

- 4.3.1 We do not accept cash payments. Please do not pay cash to any of our employees or representatives.
- 4.3.2 All cheques to be addressed to "HUMAN INTERFACE TECHNOLOGIES PVT LTD"
- 4.3.3 The company does not take any responsibility for cash payments.
- 4.3.4 All payments to be cleared within 3 months from the agreement date.
- 4.3.5 We have options for a maximum of 3 instalments.
- 4.3.6 First payment to be made within 15 days from the agreement date.

Human Interface Technologies

Pvt. Ltd.


Name: Bharath G V

Designation: Director

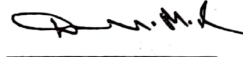
Date: 13/02/2014

Seal:

Contact No: 08064519967

Email: support@vidhyaworld.com

R V DENTAL COLLEGE & HOSPITAL



Name: Dy. M. R. DINESH

Designation: Principal

Date: 17-02-2014

Seal:

Contact No: 080-22445754

Email: principalrvdc@gmail.com



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Human Interface Technologies
Pvt. Ltd.

Name: Bharath G.V

Designation: Director

Date: 11-Feb-14

Seal:

Contact No: 08064519967

Email: support@vidhyaworld.com



R V DENTAL COLLEGE &
HOSPITAL

Name: Dr. M.R. DINESH

Designation: Principal

Date: 17-02-2014

Seal:

Contact No: 080-22445754

Email: principalrvdc@gmail.com

