

# Software Development Agreement

Software development contract prepared for  
[St. Joseph College, Jakhama]

This Software Development Agreement (referred to as the "Agreement" or "Software Development Agreement" throughout) states the terms and conditions that shall govern the contractual agreement between **Concept Flux** (the "Developer"), having its principal place of business at Kohima, Nagaland, and **St. Joseph College** (the "Client"), having its principal place of business at Jakhama, Kohima who agrees to be bound by the terms of the Agreement.

The Client has conceptualized the deliverables (the "Software") and the Developer is a contractor with whom the Client has come to an agreement to develop the Software.

In consideration of the mutual covenants and promises made by both parties regarding this Software Development Agreement, the Developer and the Client (individually, a "Party", and collectively, "Parties") agree to the following terms and conditions:

1. In consideration for the Service, the Client shall pay the Developer a sum of **₹1,84,500/-** (*Rupees one lakh eighty-four thousand and five hundred only*). Invoice will be provided by the developer once the work is completed.  
**(Quotation with product features - Annexure I)**
2. 50% Advance payment to initiate the work. Remaining 50% after deployment.
3. AMC – Annual Maintenance Contract 10% of the total cost of the software from the following year and to be revised after three years.
4. Any issues faced in the product will be promptly attended to by the Developer on priority.
5. Extra charges apply for any additional upgrades or customized modules.
6. The software will solely belong to the College.
7. The source code of the product will be the sole intellectual property of the Developer and cannot be shared with a third party by the client.
8. The software be named **SJC EXAM SYSTEM** and cannot be shared to a third party by the Developer.
9. The Developer shall instruct and give training to the Client of operating the software during the installation and if needed after the installation of the software.

10. The Developer shall give the software/program and password/code to the institution.
11. The Developer shall prepare the software Manual and give it to the institution within a period of 12 months from the date of installation.
12. No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.
13. This Software Development Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the Country (India)

**IN WITNESS WHEREOF**, each of the Parties has executed this Software Development Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

**Concept Flux**

Name: *Ataba Longkumer*

Signature: *[Handwritten Signature]*

Date: *26/3/2022*

**St. Joseph College**

Name: *Dr. Fr. George Kedulotho Angami*

Signature: *[Handwritten Signature]*  
*26/3/2022*  
Principal

Date: *26/3/2022*  
St. Joseph's College (Autonomous)  
Jakhama : Nagaland

## MOU for the Installation of ATM

Memorandum of understanding made on 13<sup>th</sup> Day of July 2022 by St Joseph College Society having one of its college at Jakhama, Kohima 797001 (Herein after referred as lessors) and Federal Bank Limited, a banking company registered under the Companies Act 1956 having its registered office at Alwaye and one of its branches at Kohima, Nagaland 797001 (herein after referred as lessees)

Where as the Lessors hereby undertake to give on lease the premises admeasuring a carpet area of 100 Sq. ft. (approx.) available at the entrance of the St. Joseph College, Jakhama, Kohima situated in 26,900 cents of land in Survey No. Rev/SR-LAG/21/2017 of Jakhama Village Kohima Sub Registrar Office belonging to St. Joseph College Society and the second party offered to take on lease the above mentioned portion fully described under the schedule hereunder as per the terms and conditions as follows:

1. Carpet area of the site: 100Sqft
2. Rent agreed: Rs.1
3. Period of Lease:5Years
4. Vacation Clause: 3Months
5. The landlord has to arrange required electrical power supply (3-phase, 4 wire) with a minimum connected load of 6kW. Proper earthing, metering panel, Main switch etc. are to be arranged by the landlord at his expense. Separate meter shall be provided by the Lessors at their cost. If needed, the lessors may have to take rapid connection also at their cost. Actual consumption charges of electricity will be borne by the bank.
6. Space for installing outdoor unit of the air conditioner and space for electrical earth pits (Minimum 2 Nos.) at suitable locations identified by the Bank shall be provided by the lessors, free of rent.
7. The landlord has to provide exclusive car parking space also in front of the proposed premises for the use of bank's customers.
8. Space for the installation of VSAT antenna on the terrace of the building, shall be provided by the landlord, free of rent. A suitable clause to this effect shall be incorporated in the lease deed.
9. The rent will be paid by the lessees to lessors from the date of handing over the possession of the building to the lessees after finishing up all the aforesaid jobs to be done on the lessor's part.

**Administrator**

Name & Signature of Lessors: **St. Joseph's College (Autonomous)**  
**Jakhama : Nagaland**

Name & Signature of Lessee:

**The Federal Bank Ltd.**  
  
**RUPOM DEO**  
**Manager & Branch Head**  
**Kohima Branch**

SCHEDULE

Ground Floor of St. Joseph's College, Building No.151 situated at Zhodi Colony, Jakhama Panchayat, in 26,900 cents of land in Survey No. Rev/SR-LAG/21/2017 of Jakhama Village, Kohima Sub Registrar Office, Kohima District belonging to St Joseph College Society, Jakhama, Kohima.

(Name & Address of Lessors).

Fr. Binoy Joseph

Administrator

  
13/07/22  
Signature of Lessors

**Administrator**  
St. Joseph's College (Autonomous)  
Jakhama : Nagaland

The Federal Bank Ltd.

  
**RUPOM DEY**  
Manager & Branch Head  
Kohima Branch

Signature of Lessee



# MEMORANDUM OF UNDERSTANDING (MOU)

Between

**St. Joseph's College (Autonomous), Jakhama, Nagaland**



And

**NK Square Infotech Private Limited, Kohima Nagaland**



This Memorandum of Understanding (MOU) is made and entered on the **10<sup>th</sup> October, 2022** (Execution date) by and amongst:

**St. Joseph's College (Autonomous), Jakhama, Nagaland** represented by its Principal, **Dr. Fr. George Keduolhou Angami**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its authorised representative **Dr. Fr. George Keduolhou Angami & St. Joseph's College (Autonomous), Jakhama, Nagaland**, (Hereinafter referred to as the "FIRST PARTY")

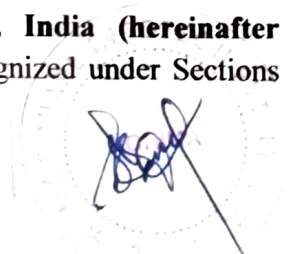
And

**NK Square Infotech Private Limited**, represented by its CEO, Kepezelhou Semou, NK Square Infotech Private Limited located at 62 High School Junction, Peraciezie, Kohima-Nagaland, 797001 (hereinafter referred to as "SECOND PARTY").

The parties to this Agreement may hereinafter be individually referred to as the "Party" and collectively as "Parties".

**WHEREAS,**

- a) **St. Joseph's College (Autonomous), Jakhama-Nagaland, India (hereinafter referred to as "FIRST PARTY")**, established in 1985, recognized under Sections



2(f) and 12(B) of the UGC Act, accredited by NAAC with A Grade, is a premier constituent college of Nagaland University. FIRST PARTY was affiliated to North Eastern Hill University (NEHU), Shillong in 1985 and in 1994 got affiliated to Nagaland University, Lumami. FIRST PARTY is situated in an environmental friendly campus within the jurisdiction of Jakhama Village.

FIRST PARTY has its vision to impart quality higher education based on Christian vision of life and in a Christian atmosphere. FIRST PARTY strives to impart knowledge to young men and women and make contribution towards a transformative and progressive society. The college aims to educate, support and help young youth to be intellectually alert, morally upright, religiously oriented, socially conscious, culturally distinct and nationally integrated. FIRST PARTY offers Under Graduate and Post Graduate programmes in 13 different departments. The College address is P.B No. 39, Kohima–Nagaland, 797001 and the College website is [www.https://stjosephjakhama.ac.in](http://www.stjosephjakhama.ac.in). SJC is managed by the Diocese of Kohima under the Chairmanship of the Bishop of Kohima, Nagaland.

- b) **FIRST PARTY** is desirous to associate with **SECOND PARTY** on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both institutions.

## WHEREAS,

a) **NK Square Infotech Private Limited, (hereinafter referred to as “SECOND PARTY”)**, is an IT Service Provider and Software Developer Company based in Kohima and located at 62 High School Junction, Peraciezie, Kohima 797001, Nagaland. It aims to bring opportunities and provide platforms for creativity and innovations. The Company provides On-Site services as per client’s requests or requirements. SECOND PARTY is experienced in implementation and management of large and complex projects. It is a private equity firm focused on multiple sectors. The website of the SECOND PARTY is [www.https://nksquare.co.in](http://www.nksquare.co.in).

b) **SECOND PARTY** is desirous to associate with **FIRST PARTY** on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both the “Parties”.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the parties agree as follows:

## 1. PURPOSE

The purpose of this MoU is to establish a collaborative agreement between the Parties to help, support and render possible service to each other using human resource and technical support.



## **2. AREAS OF COLLABORATIONS**

The Parties agree to collaborate on the following activities:

1. Conduct joint and mutual understanding that the First Party wants to develop a new website for the College and the Second Party agrees to take up the proposal project and develop the website for the First Party.
2. The Second Party shall prepare the project proposal with quotation and present to the First Party for approval.
3. Once the project proposal and quotation is acceptable to the First Party, the Second Party shall commence the project.
4. At the completion of the project the First Party shall make the payment for the project as agreed upon.
5. The Second Party shall continue to provide logistic support and technical assistance to the First Party to maintain the website for which the Second Party can charge the fee/remuneration in proportion to the work done.
6. The Second Party may provide assistance to create and manage the digital archive of the website
7. The Parties shall continue to maintain partnership and collaboration which is considered beneficial for both the parties and of great importance.
8. Utilize digital platforms to share knowledge and connect with local and global audience.
9. Any other areas/activities of mutual interest that may emerge in future, after due deliberations and consent of both the Parties.

## **3. AUTONOMY**

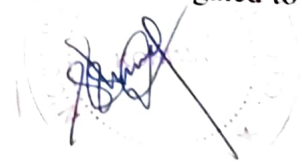
- a) This agreement is a statement of intentions and does not involve, in any instance whatsoever, any financial obligations between the subscribing Parties.

## **4. TERM AND TERMINATION**

- a) This MoU shall be effective for a period of five (5) years from the date of execution of this agreement, and shall be automatically renewed thereafter for another five (5) years unless a written notice to terminate or amend this agreement is given to the other party six (6) months in advance.
- b) It is expressly agreed that neither party shall be liable for damages that they might cause each other as a result of a forceful suspension of a collaboration program. Causes for forceful suspension must be explicitly set forth in the action plans.

## **5. DISPUTE RESOLUTION**


- a) Any dispute resulting from the interpretation or application of this Agreement shall be settled through direct negotiation and common agreement by the persons delegated to





such end by each Party. Either Party may propose to the other a modification of the Agreement at anytime in writing.

And since both parties are in agreement regarding the content of the present document, and as a token of conformity, we sign it in two counterparts, both of which will be considered originals.



Dr. Fr. George Keduolhou Angami  
Principal  
St. Joseph's College (Autonomous)  
Jakhama-Nagaland

Principal  
St. Joseph's College (Autonomous)  
Jakhama : Nagaland



Mr Kepezelhou Semou  
CEO \*  
NK Square Infotech Pvt. Limited  
Peraciezie, Kohima-Nagaland

**WITNESSES**

**St. Joseph's College (Autonomous)**

**NK Square Infotech Pvt. Limited**

1. Name ...Dr. Sr. Theresiamma Y.A......

1. Name ...Rongsentemsu.....

Signature...Theresiamma.....

Signature ...Rongsen.....



# ST. JOSEPH'S COLLEGE

## JAKHAMA

P.B. No. 39, Kohima, Nagaland – 797 001  
0370-2231009 (O), 2233022 (Principal), 9436437544 (M)  
[www.stjosephjakhama.ac.in](http://www.stjosephjakhama.ac.in) Email: [stjosephc@gmail.com](mailto:stjosephc@gmail.com)

Date: 02/06/2017

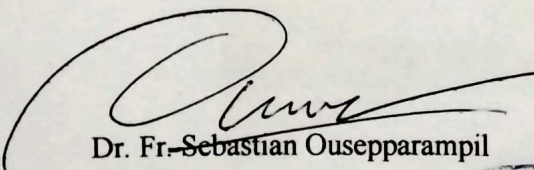
### EXTENTION OF MEMORANDUM OF UNDERSTANDING BETWEEN PANACEA SERVICES & ST. JOSEPH'S COLLEGE

This is to state that the agreement between Panacea Service, Kohima and St. Joseph's College, Jakhama which was signed on 1<sup>st</sup> of June, 2016 for a period of a year came to an end on 1<sup>st</sup> of June, 2017. Whereas both the parties feel that there is a need to renew the agreement so as to facilitate the Networking System at St. Joseph's College, Jakhama, both the parties, Panacea Services and St. Joseph's College, agreed to renew the agreement with effect from 2<sup>nd</sup> of June, 2017. This memorandum of understanding shall continue to be valid and operative unless one of the parties decide to terminate the agreement. Any dispute resulting from the interpretation or application of this Agreement shall be settled through direct negotiation and common agreement by the parties without involvement of any third party. Either Party may propose to the other a modification of the Agreement at anytime in writing.

The purpose of this MOU is to establish a collaborative agreement between the Parties to help, support and render possible service to each other using human resource and technical support. This agreement is a statement of intentions and does not involve, in any instance whatsoever, any financial obligations between the subscribing Parties. St. Joseph's College shall make payment to Panacea Service in proportion to the service rendered and in case of any purchase of new gadgets/equipments which the college needs.

The areas of collaboration shall be:

1. Maintenance, update and repair of servers
2. Data Management & Security, CCTV footage Records
3. Maintenance of Internet Lab
4. Maintenance of Internet from the point of main connection to the distribution Hub.

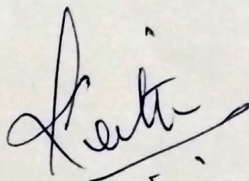
  
Dr. Fr. Sebastian Ousepparampil  
Principal

St. Joseph's College  
Jakhama – Nagaland

Principal

St. Joseph's College  
Jakhama, Nagaland



  
Mr. Keith Suohu  
Panacea Service  
Upper AG Colony  
Kohima - Nagaland

Keith Suohu  
Proprietor  
Panacea Services







# ST. JOSEPH'S COLLEGE JAKHAMA

P.B. No. 39, Kohima, Nagaland - 797 001  
0370-2231009 (O), 2233022 (Principal), 9436437544 (M), Fax: 2231022  
[www.stjosephjakhama.ac.in](http://www.stjosephjakhama.ac.in)  
Email: [stjosephc@gmail.com](mailto:stjosephc@gmail.com)

Ref. SJC/PS/MOU/2016

Date: 01/06/2016

To,

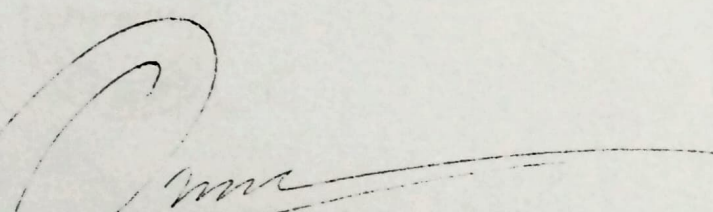
Panacea Services  
Upper AG Colony

This agreement is executed between St. Joseph's College, Jakhama and Panacea Service represented by Mr. Keith Suohu according to the following terms and condition that is an agreement for 1 year with St. Joseph's College. That Mr. Keith agrees to do all maintenance and repair activities in the following areas:

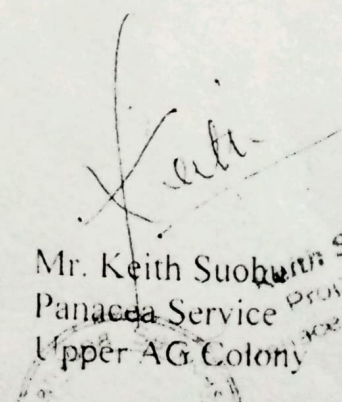
1. All the servers
2. Data Management & Security, CCTV Footage Records.
3. Computer lab, Internet Lab and Language lab
4. Internet from the point of main connection to the distribution Hub

Sum of Rs. 16, 000/- will be paid on a monthly bases. It is mandatory that he or the firm representative gives a weekly report of his/her activities to the Principal and the Administrator. Mr. Jose will supervise day activities.

Yours Sincerely,

  
Dr. Fr. Sebastian Ousepparampil  
Principal  
St. Joseph's College, Jakhama  
Kohima, Nagaland



  
Mr. Keith Suohu  
Panacea Service Proprietor  
Upper AG Colony