

**Agreement**

**Between**

**E-Digital Nepal Pvt. Ltd.**

**and**

**Samriddhi College**

**Bhaktapur, Nepal**

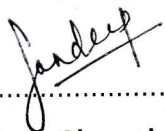
## Confidentiality Agreement

I, the undersigned, acknowledge that the information provided in this agreement is confidential, and also agree not to disclose it without the written consent of **E-Digital Nepal Pvt. Ltd.**

I adhere to the terms and conditions articulated in this agreement in all respects, and no part of any information shall be made public through any other media or share any login credential with any unauthorized third party. I understand that the disclosure or use of this confidential information by the entity may cause a serious harm or damage to the credibility of **E-Digital Nepal Pvt. Ltd.** All intellectual property rights of products or services provided by the company shall remain vested in **E-Digital Nepal Pvt. Ltd.**

Upon request, this document is to be immediately returned to **E-Digital Nepal Pvt. Ltd.**

Sincerely yours,



**Sandeep Shrestha**

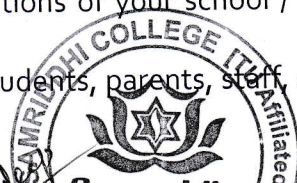
Director Principal

Samriddhi College

Date: .....

## About School Management System Software

Digital Nepal School Management System, a digital product (software) of **E-Digital Nepal Pvt. Ltd.** which aims at bridging the information gaps that may exist between the School Management, Teachers, Students and Parents. This software is a digital tool for the effective management of the overall operations of your school / college. This software can be used for updating the information of the students, parents, staff, storing and instant access, centralizing,



controlling, etc. all the activities of the school. With the use of this software, you can control and mine the overall progress of students and report to their parents, and also store the information for future references.

This software is user friendly, highly integrated and flexible, and offers innumerable tools which can be used by the administration for the effective management and control system. This software has been designed to fulfill not only the needs of administration but also is equally effective to all departments of your institution. It comprises a detailed information of class, subject, section, fees collection, admission process, examinations, hostel, inventory, HR & Payroll, transportation, parent portal, student portal, founder portal, teacher portal, etc. It also has section for student's attendance, homework and many other elements. All the functions can easily be controlled by the automated elements present in the software.

### Modules We Offer

*(Student Information system, Employee Information management system, College Billing system, Accounting, Inventory management system, Library system, Notices, Academics, Examination system, **Mobile Apps** for (Student, teachers, Admin/Founder) Android, Reports, ID Card, Online Exam, E-Portal, Receptions, Hostel, Transportation, HR & Payroll, e-attendance system, online admission form etc.)*

### SUPPORT & SERVICES

We provide support via telephone, Live Chat and Field Support during the office hours.

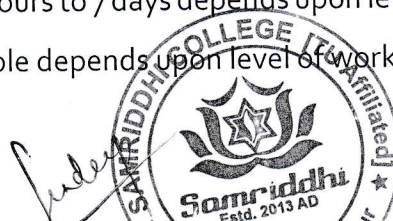


S.N.	Product Description	(Qty.)	Unit Price (Rs.)	Amount (Rs.)
1.	College Management ERP with Mobile Apps for Students/ Parents & Teachers in Samriddhi College brand name.	1	650,000.00	13,00,000.00
In Word: Five Lakhs only.		Sub-Total		650,000.00
		Discount		150,000.00
		Grand Total		500,000.00

\* 13 % VAT Extra

#### Terms and conditions:

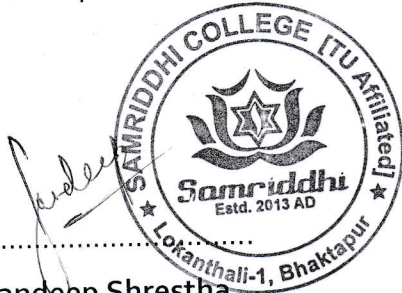
- All the data will be kept confidential and E-Digital Nepal Pvt. Ltd. takes the full responsibility of the data security. The misusing of data is a criminal offence, and if found guilty, a legal action may be taken as per the Cybercrime Law.
- Samriddhi College will not share any details of the software and login credentials with any other unauthorized users. E-Digital Nepal Pvt. Ltd. will not be liable for any misuse of data from the school administration side.
- 25% Renewal or AMC is applicable on annually from next year.
- Server cost will be borne by the Samriddhi College on yearly basis if required.
- A written notice must be given before three months to leave the contract by both parties and compensation must be given to the non-breaching party.
- On every two years the AMC charge will increase by 10% which will be fixed by both parties on mutual understanding.
- Digital Nepal will not charge for customization for report card, billing format for the first time.
- All the requirement must be given at least 30 days before.
- General customizations take 24 hours to 7 days depends upon level of complexity. However urgent customization might be chargeable depends upon level of work.



**DIGITAL NEPAL**



- In case E-Digital Nepal Pvt. Ltd. is unable to provide any service in the future for any reasons, Samriddhi College reserves the right to receive all the data and login details from the E-Digital Nepal Pvt. Ltd.
- A 50 percent payment will be made at the time of agreement to E-Digital Nepal Pvt. Ltd. and the rest will be paid to the company within one month after the training is completed.
- Any additional work / services other than the services mentioned in this agreement may cost which will be decided on the mutual understanding of both the parties.
- E-Digital Nepal Pvt. Ltd. takes full responsibility for implementation of the MIS system which includes training, monitoring and reporting whereas Samriddhi College will manage the required resources to complete the tasks. Support team members will be provided for training, monitoring and implementing purpose.
- Extra amount will be charged if level of customization is more than 25 hours of work in total.
- Digital Nepal will do entry of all the data (students, Employee, opening balance old & new). All the data must be given in required excel format.
- Any other disputes between two parties will be fixed by mutual understanding of the both parties.
- Security audit must be done on yearly basis by Samriddhi College team if required.
- E-Digital Nepal Pvt. Ltd. accepts cheque or bank transfer in the name of company only.



Mr. Sandeep Shrestha

Director Principal  
Samriddhi College

Date: .....

Witness:

1. Mr. Achyut Adhikari .....

Signature



Er. Aditya Raj

Chief Executive Officer  
E-Digital Nepal Pvt. Ltd.

Date: .....

# MEMORANDUM OF UNDERSTANDING

BETWEEN

DIGIPAL TECHNOLOGY PVT. LTD. AND

SAMRIDDHI COLLEGE

LOKANTHALI -1, BHAKTAPUR, NEPAL

## 1. Parties:

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Digipal Technology Pvt. Ltd. (hereinafter referred to as "Digipal"), whose address is Ghattaghar, Bhaktapur and Samriddhi College whose address is Lokanthali-1, Bhaktapur, Nepal.

## 2. Purpose:

The purpose of this MOU is to establish the terms and conditions to create a mutually beneficial working relationship between Digipal and Samriddhi College.

## 3. Term of MOU:

This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties and shall remain in full force and effect for no longer than 1 year. This MOU may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

## 4. Responsibilities of DB Workshop:

- Digipal shall be providing the required tools to learn about the latest technology that might be necessary for teachers and students to learn Software Technologies. The tools include popular programming languages like JavaScript, Python, PHP and other web development technology.



- Digipal will be providing orientation, workshop, and guidance bringing entrepreneurs, investors, and mentors to the Digipal enrolled students.
- Digipal shall ensure the availability of the necessary human resources to help the students learn.
- Digipal will create the necessary platform and collaboration for the job placement of the final year students by teaming up with various private sectors, stakeholders, and entrepreneurs.

#### **5. Responsibilities of Samriddhi College:**

- Samriddhi College shall provide space to hold seminars and workshops at their premises with the required technical resources and assistance during the events.
- Samriddhi College shall allow Digipal to use Samriddhi College's name and logo on the list of educational institution partners.
- Samriddhi College shall assist Digipal in enrolling its students and teachers in collecting the related subscription fees to the Digipal Technology program.
- Samriddhi College shall provide any assistance required to connect its students to employers during or after the completion of the program.
- Samriddhi College shall allow Digipal to provide information on paid or unpaid training and guidance sessions with the students.

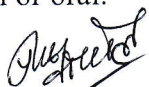
#### **6. General Provisions:**

- **Amendment:**

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.

- **The entirety of Agreement:**

This MOU, consisting of 3 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.






- **Severability:**

Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

- **Third-Party Beneficiary Rights:**

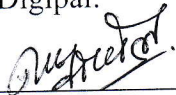
The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only party's signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU or to bring an action for the breach of this MOU.

**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.

Digipal:

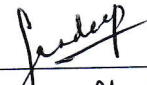
  
Piyash Pokharel  
Chief Executive Officer  
[Digipal Representative]

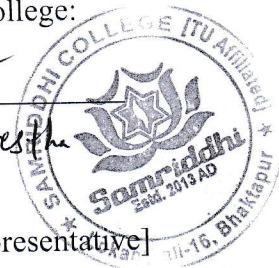
Digipal

Date Signed: November 15, 2021

**digipal**  
Technology

Samriddhi College:

  
Sanjeev Shrestha  
Principal  
[Samriddhi College's Representative]



Samriddhi College

Date Signed: November 15, 2021