

FAKIRAGRAM COLLEGE

FAKIRAGRAM, KOKRAJHAR, B.T.R. (ASSAM) 783345

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FIRST CYCLE NAAC ACCREDITATION 2022

CRITERION 6

6.2.2: Implementation of e-governance in areas of operation

1. Administration
2. Finance and Accounts
3. Student Admission and Support
4. Examination

Submitted to



THE NATIONAL ASSESSMENT AND ACCREDITATION COUNCIL

Enterprise Resource Planning (ERP) Agreement

This ERP Agreement ("Agreement") is made at **Fakiragram College** on **01-Aug-2021** ("Effective Date") by and between **Fakiragram College, Fakiragram**, a Institution, having its registered office at **Kokrajhar, Assam, 783345, India.**(hereinafter referred to as "**Administration**", which expression shall, unless repugnant to the context thereof, include its successors-in-interest and permitted assigns)

AND

Qwertcorp, a firm registered under the Govt. of Assam I.P. Act, 1932, having it registered office at JD Road, P.O/P.S- Kokrajhar, Assam, 783370 (hereinafter referred to as "ERP")

WHEREAS:

- (A) Qwertcorp inter alia a ERP Solution to Various Individual or legal Entities ("Client") for Automating their management system for a specified purpose, over internet.

NOW THEREFORE, IN COSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS AND UNDERSTANDINGS SET FORTH IN THIS AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES WITH THE INTENT TO BE LEGALLY BOUND HEREBY AGGREGS FOLLOWS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, except where the context otherwise requires, the following words and expressions shall have the following meanings:

- (a) "**Enterprise Resource Planning**" (ERP) is a software application Developed by QWERTCORP.
- (b) "**Administration**" Shall have the meaning of the process or activity of running a business, organization.
- (c) "**GST**" Shall mean applicable Goods and Services Tax(including any statutory modifications or reenactment thereof, for the time being in force and the rules enacted there under)
- (d) "**Applicant/Student**" Shall have the meaning of the user who applies for admission in the college.
- (e) "**Websites**" Shall mean the website of the College with the domain name <https://fakiragramcollege.ac.in/> the content of which are controlled, operated and owned by the College Administration is established by the college administration for the purpose of sharing information.
- (f) "**Hosting**" Shall mean the web space where the content of the website store on a server or other computer so that it can be accessed over the Internet.
- (g) "**SMS**" shall mean of messaging text to a Mobile Phones.
- (h) "**Domain**" Shall mean of the Internet with addresses sharing a common suffix or under the control of a particular organization or individual.
- (i) "**Support**" means the standard maintenance or support provided by Qwertcorp or its designated agents as set forth in this Agreement if applicable to you.
- (j) "**User**" means an individual authorized by you to use the Services, Software, and Documentation, to whom you have supplied a user identification and password. User(s) may only include your employees, Applicant, and Students, and if applicable, Your Clients.
- (k) "**Your Data or Data**" means data, files, or information, including data, files, or information that include Personal Data, accessed, used, communicated, stored, or submitted by You or Your Users related to Your or Your User's use of the Services or Software.


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(l) "Convenient Fees" Shall mean of the charges applied during the online Application and Transaction.

2. TERM:

2.1 This Agreement shall be in force from Effective Date and shall remain in force until terminated by either party in accordance with the provisions of this Agreement.

3. SCOPE AND SERVICES

3.1 Qwertcorp has developed a ("Online Application Software") to use as services

3.2 The College Administration has established a Website to facilitate its offices to Manage, share, and collect payment online from the Applicant/Students.

3.3 Qwertcorp will act as an intermediary, by creating a link between College Administration and the Applicant by mean of the Web Based Software Application.

3.4 In order to serve in this role, Qwertcorp has entered into agreement with various Payment gateway service, Hosting provider, SMS provider.

4. PROPRIETARY RIGHTS

4.1 Ownership of Qwertcorp Intellectual Property. The Services, Software, and Documentation are licensed, not sold. Use of "purchase" in conjunction with licenses of the Services, Software and Documentation shall not imply a transfer of ownership. Except for the limited rights expressly granted by Qwertcorp to You, You acknowledge and agree that all right, title and interest in and to all copyright, trademark, patent, trade secret, intellectual property (including without limitation algorithms, business processes, improvements, enhancements, modifications, derivative works, information collected and analyzed in connection with the Services) and other proprietary rights, arising out of or relating to the Services, the Software, the provision of the Services or Software, and the Documentation, belong exclusively to Qwertcorp or its suppliers or licensors. All rights, title, and interest in and to content, which may be accessed through the Services or the Software, is the property of the respective owner and may be protected by applicable intellectual property laws and treaties. This Agreement gives you no rights to such content, including use of the same. Qwertcorp is hereby granted a royalty-free, fully-paid, worldwide, exclusive, transferable, sub-licensable, irrevocable and perpetual license to use or incorporate into its products and services any information, data, suggestions, enhancement requests, recommendations or other feedback provided by you or Your Users relating to the Services or Software. All rights not expressly granted under this Agreement are reserved by Qwertcorp.

4.2 Ownership of Your Data. You and Your Users retain all right, title, and interest in and to all copyright, trademark, patent, trade secret, intellectual property and other proprietary rights in and to Your Data. Qwertcorp right to access and use the same are limited to those expressly granted in this Agreement. No other rights with respect to Your Data are implied.

5. Data Protection of your Data

5.1 Your Data : Qwertcorp and its Affiliates may remove Your Data or any other data, information, or content of data or files used, stored, processed or otherwise by You or Your Users that Qwertcorp Worldwide, in its sole discretion, believes to be or is: (a) a Virus; (b) illegal, libelous, abusive, threatening, harmful, vulgar, pornographic, or obscene (c) used for the purpose of spamming, chain letters, or dissemination of objectionable material (d) used to cause offense, defame or harass or (e) infringing the intellectual property rights or any other rights of any third party. You agree that You and


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Your Users are responsible for maintaining and protecting backups of Your Data directly or indirectly processed using the Services and Software and that Qwertcorp is not responsible for exportation of, the failure to store, the loss, or the corruption of Your Data.

You agree that Qwertcorp and its Affiliates will process configuration, performance, usage, and consumption data about You and Your Users use of the Services and Software to assist with the necessary operation and function of the Services and Software and to improve Qwertcorp products and services and Your and Your Users' experience with Qwertcorp and its Affiliates pursuant to the Qwertcorp Privacy Notice.

You and Your Users, in regard to processing of Personal Data hereunder, you shall be deemed the data controller (and Qwertcorp, the data processor) and shall determine the purpose and manner in which such Personal Data is, or will be processed.

5.2 Protection of Your Data. Each party shall comply with its respective obligations under applicable data protection laws. Each party shall maintain appropriate administrative, physical, technical and organizational measures that ensure an appropriate level of security for Confidential Information and Personal Data. Qwertcorp and its Affiliates will process Personal Data in accordance with the Data Processing Addendum. You are responsible for ensuring that the security of the Services is appropriate for your intended use and the storage, hosting, or processing of Personal Data.

6.SUPPORT.

If applicable to You, Qwertcorp shall, during the Term, provide you with Support in accordance with the applicable support terms and conditions. You agree to: (i) promptly contact Qwertcorp with all problems with the Services or Software; and (ii) cooperate with and provide Qwertcorp with all relevant information and implement any corrective procedures that Qwertcorp Worldwide requires to provide Support. Qwertcorp will have no obligation to provide Support for problems caused by or arising out of the following: (i) modifications or changes to the Software or Services; (ii) use of the Software or Services not in accordance with the Agreement or Documentation; or (iii) third-party products that are not authorized in the Documentation or, for authorized third-party products in the Documentation, problems arising solely from such third-party products.

7.Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties

8. Notices. All notices must be in writing and shall be mailed by registered or certified mail to RNB Road Kokrajhar 783370 or sent via email Qwertcorp@gmail.com (with evidence of effective transmission).

9. Modifications. Unless as otherwise set forth herein, this Agreement shall not be amended or modified by you except in writing signed by authorized representatives of each party

10.ORDERS AND PAYMENT

10.1Orders. Customer shall order Qwertcorp Services pursuant to a Schedule. All services acquired by Customer shall be governed exclusively by this Qwertcorp Agreement and the applicable Schedule. In

the event of a conflict between the terms of a Schedule and this Qwertcorp Agreement, the terms of the Schedule shall take precedence.

10.2 Invoicing and Payment. Unless otherwise provided in the Schedule, Qwertcorp shall invoice Customer for all fees on the Schedule effective date. Customer shall pay all undisputed invoices within 30 days after Customer receives the invoice. All fees are stated in Indian Rupees, and must be paid by Customer to Qwertcorp in Indian Rupee.

10.3 Expenses. Customer will reimburse Qwertcorp for its reasonable, out-of-pocket travel and related expenses incurred in performing the Other Services. Qwertcorp shall notify Customer prior to incurring any such expense.

10.4 Taxes. Qwertcorp shall bill Customer for applicable taxes as a separate line item on each invoice. Customer shall be responsible for payment of all sales and use taxes, value added taxes (GST), or similar charges relating to Customer's purchase and use of the services. Customer shall not be liable for taxes based on Qwertcorp net income, capital or corporate franchise.

11. LIMITATIONS OF LIABILITY

NEITHER PARTY (NOR ANY LICENSOR OR OTHER SUPPLIER OF SAILPOINT) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS ERP AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS ERP AGREEMENT, The foregoing limitations shall not apply to the parties' obligations (or any breach thereof) under Sections entitled "Restriction", "Indemnification", or "Confidentiality"

12. CONFIDENTIALITY

12.1 Definition. "Confidential Information" means any information disclosed by a party to the other party, directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be "confidential" or "proprietary" within 30 days of such disclosure, (c) is specifically deemed to be confidential by the terms of this ERP Agreement, or (d) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself. Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality. Subject to the display of Customer Content as contemplated by this ERP Agreement, Customer Content is deemed Confidential Information of Customer. ERP software and Documentation are deemed Confidential Information of Qwertcorp.

12.2 Confidentiality. During the term of this ERP Agreement thereafter (perpetually in the case of software), each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this ERP Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party Qwertcorp Confidential shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's

Confidential Information. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.

12.3 Exceptions. Confidential Information excludes information that: (a) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party, (b) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party, or (c) is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Each party may disclose the existence of this ERP Agreement and the relationship of the parties, but agrees that the specific terms of this ERP Agreement will be treated as Confidential Information; provided, however, that each party may disclose the terms of this ERP Agreement to those with a need to know and under a duty of confidentiality such as accountants, lawyers, bankers and investors.

12.4 Publicity. Qwertcorp may include Customer's name and logo in its customer lists and on its website. Upon signing, Qwertcorp may issue a high-level press release announcing the relationship and the manner in which Customer will use the Qwertcorp solution. Qwertcorp shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of the press release if necessary.

13. THIRD-PARTY PROGRAMS. You may receive access to third-party programs through the Services or Software, or third-party programs may be bundled with the Services or Software. These third-party software programs are governed by their own license terms, which may include open source or free software licenses, and those terms will prevail over this Agreement as to your use of the third-party programs. Nothing in this Agreement limits your or Your Users' rights under, or grants you or Your User rights that supersede, the terms of any such third-party program.

14. INDEMNIFICATION

You agree to defend, indemnify and hold QWERTCORP, and its employees, agents, representatives and assigns harmless from and against any claims, proceedings, damages, injuries, liabilities, costs, attorney's fees relating to or arising out of your use of the Software or any breach of this Agreement.


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15. Termination

15.1 This Agreement shall be terminated by either part by giving 30 days prior written notice.

15.2 Termination for Failure to Pay. Qwertcorp may terminate this agreement with immediate effect by delivering notice of the termination to College if they fail to pay payment Fee.

15.3 Term of Agreement. The term of this ERP Agreement shall begin on the Effective Date and shall continue until terminated by either party as outlined in this Section.

15.4 Termination. Either party may terminate this ERP Agreement immediately upon a material breach by the other party that has not been cured within thirty (30) days after receipt of notice of such breach.

15.5 Suspension for Non-Payment. Qwertcorp reserves the right to suspend delivery of the Qwertcorp Services if Customer fails to timely pay any undisputed amounts due to Qwertcorp under this ERP Agreement, but only after Qwertcorp notifies Customer of such failure and such failure continues for fifteen (15) days. Suspension of the Qwertcorp Services shall not release Customer of its payment obligations under this Qwertcorp Agreement. Customer agrees that Qwertcorp shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the Qwertcorp Services resulting from Customer's nonpayment.

16. Effect of Termination

16.1 Recovery of Data. College Administration will have [30] days from the date of termination to retrieve any of data that wishes to keep.

16.2 Discontinuance of Use. QWERTCORP shall cease all use of the Service upon the effective date of the termination.

15.3 Refund Amounts. The Client Understands that no refund shall be processed once executed.

17. UPDATES

QWERTCORP has the right, but no obligation, to periodically update the Software, at its complete discretion, without the consent or obligation to you or any licensee or user.

18. Hosting: The ERP Application will be installed in the VPS server maintained by Qwertcorp providing a space of by Third party plan. No Credential of the hosting will be provided to the Administration for security issues.

19. Credential: The College administration understands to share all the credential for troubleshooting, managing the system applicable if any.

20. Software Service and Pricing

20.1 ERP Services: The ERP Service includes one or more of the following service offerings:

- Online Admission Module
- Academic & Examination Module
- Establishment & Finance Module
- File tracking and File Movement
- Store & Purchase Module
- Library Module
- Affiliated Module

The Client Understand that the ERP Modules is Still in Developing Mode and will be processed phase by phase depending on the development complexity of the outcome.

20.2 Client Shall Pay

Particulars	Fees
One Time Setup	Waive Off
Domain	If Applicable Any
Hosting	Free Applied
SMS	If Applicable Any
convenient Fees	Rs 50 (Per Applicant)
Payment Gateway	Amount Applicable (Per Transaction)
GST	18% on Third Party
AMC	Waive Off
Development Charge	Waive Off

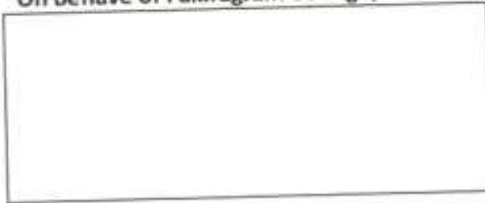
20.3 Terms and Condition

- (a) Transaction Amount of Rs. 50 will be executed during the online application from per applicant(both new and old) convenient Fees with a payment process.
- (b) Transaction of 2.5% will be added by payment gateway from the total amount from per applicant or per Transaction.
- (c) Third Party integration is Chargeable as Applicable if any.
- (d) The Consideration would be exclusive of GST and any other applicable Taxes/levies
- (e) All the above Pricing may change according to the trend and revise.

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters.

IN WITNESS WHERE OF, the parties have caused this Agreement to be executed as of the Effective Date.

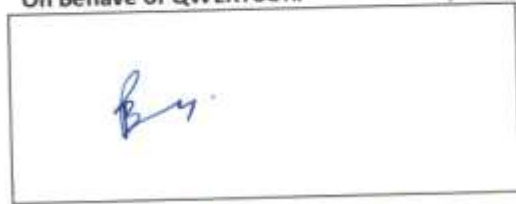
On Behave of Fakiragram College,



Full Name : _____

Designation : _____

On Behave of QWERTCORP



Full Name: Isabir K. Basumutary

Designation MD.



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Fakiragram Collage



COVER SHEET, December - 2022

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Office Name	Palengam College	Office Code	
Department Name	Welfare of Student Department	Dept. Code	02
Name of Drawing & Disbursing Officer	Chan Mah Ahmed	Designation	Principal Vr
Treasury / Sub Treasury	Kokrajhar	BDD Code	K03/HE/192
District	Kokrajhar	Treasury / Sub Treasury Code	K03
Bill No.	BILL/202223/K03HE192/0001	Sub Division	Kokrajhar
MCA	2023 - 02 - 102 - K258 - 008 - 01 - 01	Bill Date	20-12-2022
Group[Code]	Non-Sanctioned[02]	Grant / Demand No.	78
		DPF / NPS	NPS
		Scheme[Code]	Remanent[01] Status[Code] 02 Scheme[02]

Home

portal.fakiragramcollege.ac.in/?at=acfe4038b4b5e455v43bed4b0042b44152&lang=W3CEfMyGSRfNTBdMjpdDfLmYBhMSLw3ALMjK0MjRyOjU0C...

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To get future Google Chrome updates, you'll need Windows 10 or later. This computer is using Windows 7. [Learn More](#)

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User Login

User

Password

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[Create New Account](#)

[I Forgot My User/Password](#)

Need Help?

Contact Us at: [+91 800271111](tel:+91800271111)

Support Email: support@portal.fakiragramcollege.ac.in

NOTE:

- 1. To Apply You Need To Register And Create An Account.
- 2. Those Who Are Already Registered You Can Login And Apply For The Courses.
- 3. Before Applying Keep All Your Relevant Documents, Photograph And Signature Scanned.

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Bodoland University

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Google, YouTube, Maps, Login - Higher Edu...

To get future Google Chrome updates, you'll need Windows 10 or later. This computer is using Windows 7.

BODOLAND UNIVERSITY
KORAILHARISTATA, ASSAM - 781019

Odd Semester Examination 2022 (Held in 2023) Admit Card Download 🇮🇳

- BA/B.Com/B.Sc/BCA 1st Semester (Arrear / Betterment / Dropout Batch 2021)
- BA/B.Com/B.Sc/BCA 1st Semester (Arrear / Dropout Batch 2020)
- BA/B.Com/B.Sc/BCA 3rd Semester (Arrear / Betterment Batch 2020)
- MA/ MSc/ MCom/ MCA/ MBA 3rd Semester (Arrear Batch 2020)
- MA/ MSc/ MCom/ MCA/ MBA 3rd Semester (Regular Batch 2021)
- BA/B.Com/B.Sc/BCA 3rd Semester (Regular Batch 2021)
- BA/B.Com/B.Sc/BCA 5th Semester (Regular Batch 2020)
- MA/ MSc/ MCom/ MCA/ MBA 1st Semester (Arrear Batch 2020)
- MA/ MSc/ MCom/ MCA/ MBA 1st Semester (Arrear & Betterment Batch 2021)
- MA/ MSc/ MCom/ MCA/ MBA 1st Semester (Regular Batch 2022)
- BA/B.Com/B.Sc/BCA/B.Sc IT 1st Semester (Regular Batch 2021) - Re-Check Form Fill-up
- BA/ BSc/ BCom/ BCA/ BSc IT 1st SEMESTER (Regular Batch 2021) - RESULT DECLARATION

12:01 PM
24-Jun-23