



తెలంగాణ తెలంగాణ TELANGANA
 Si.No. 3203 Date 23/04/2021 Rs. 100/-
 Sold to P. Shravan s/o P. N. Jagadish
 For whom HDFC Bank Ltd.

A. Jyothi
 AE 160487

A. JYOTHI
 LICENSED STAMP VENDOR
 L.No. 16-01-014/2013
 R.L. No. 16-01-003/2019
 H.No. 16-11-16/L/9, Prashanth Nagar
 Malakpet, Hyd-36. Ph: 9948587319

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made and entered at Hyderabad, on this 23 day of APRIL, 2021, by and between: Commissionerate of Collegiate Education, Telangana (Government) having its office situated at 3rd Floor, Prof Jayashankar Vidya Bhavan, Nampally, Hyderabad-500001, (hereinafter referred to as "CCETS" which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns) of the FIRST PART;

AND

HDFC BANK LIMITED, a Banking company incorporated under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949, having its Registered Office at HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai 400013 and represented through its branch situated at No 8/2/681 /1/A , Ground Floor, Zoom House, Road No 12, Banjara Hills, Hyderabad -500034 (hereinafter referred to as the "Bank" which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and assigns) of the OTHER PART;

(Handwritten signatures and initials)

The "Bank" and "CCETS" shall hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS:

HDFC Bank is engaged in the business of Banking.

CCETS is a department of Government of Telangana and is engaged in the service of Collegiate Education.

CCETS has rolled out a project in the field of information technology for digitizing various processes in its various departments/sections basis which the Citizens can avail various digitized services from the Government such as Online system of admissions including online fee collection

AND WHEREAS, HDFC Bank has its presence in the banking and financial industry since more than two decades and has come forward to facilitate in identifying some of the Service providers /Technology Partners engaged in the business of development of software technology, which will help CCETS to avail various facilities from the said technology service providers for online fee collection purpose..

AND WHEREAS, considering that the digital initiative of the CCETS which will inter-alia benefit the Bank's customers also, the Bank has agreed to provide necessary facilitation to the CCETS in pursuance of this MoU.

AND WHEREAS, to record the aforesaid understanding, the Parties agreed to execute this MoU on the terms and conditions more particularly mentioned in

NOW THIS MOU WITNESSETH AND IT IS NOW AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. TERM

The MoU shall be effective from 01Feb 2021 and shall unless terminated in pursuance of clause 8, shall remain valid and in force.

2. SCOPE OF THE MOU & ROLES AND RESPONSIBILITIES OF THE PARTIES:

- 2.1. The Bank Shall provide the service of (Free Of Cost) Q fix which is a user friendly Web and Mobile based school / college management software and ERP system focusing on next generation smart education ERP solution. It offers a single platform for educational institutes to connect with students & parents and facilitate online fees collection, communication management (notices, alerts, circulars, events, performance report, timetable, holidays etc.), online admissions and others. The Bank will also help in training the staff in use of Qfix.

- 2.2. The Bank has also agreed to facilitate CCETS in identifying the Service providers /Technology Partners who are engaged in the Business of development of software technology or the software application for various purposes which will help CCETS to avail various facilities from the said technology service providers for the purpose of its business.
- 2.3. Also, the Bank shall facilitate, CCETS by providing the necessary banking facilities which shall include but are not limited to offer of Payment Gateway, Cash Management solutions, provision of General banking facility including opening of various accounts, acting as preferred banker of the Commissionerate of Collegiate Education Entity as may be mutually agreed between the Parties.
3. Responsibilities of CCETS:
- a. Shall nominate a SPOC at O/o CCETS for coordinating with the bank.
 - a. Shall direct all Government Degree Colleges (GDCs) working under its purview to nominate POC at the College level who shall contact and coordinate with Bank
 - b. Shall direct the GDCs working under its purview to register in Qfix with official college email ID, which shall be used for all further communications with Bank.
 - c. Shall direct the GDCs working under its purview, to upload students' data from their respective colleges into Qfix.
 - d. Nominate its staff for training on Qfix (as per the interest of CCETS) and provide logistics and other facilities for training to the staff of GDCs, wherever required.
 - e. Shall direct GDCs to inform fee payment dates (admission and examinations) at least 2-3days ahead of the actual line and also provide time to time intimations about late fee to the Bank.
4. Responsibilities of Bank:
- a. Shall open a savings bank account for all Government Degree Colleges as per the PAN submitted by them.
 - b. Shall give Qfix access to all GDCs in the state.
 - c. Shall provide on-board and usage training to all GDCs as and when requested for the same by CCETS.
 - d. Shall provide technical assistance on day-to-day basis as and when required.
 - e. Shall provide one Master admin login to CCETS
 - f. Further, shall offer salary accounts to interested staff of CCETS, and shall offer zero balance savings account for interested students pursuing under graduation studies.

5. **CONSIDERATION**

The Parties agree to execute this MoU for mutual beneficial relationship.

6. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY THE PARTIES:

(A) Each of the Parties represents and warrants to the other as under:

- (a) It is duly organized, validly existing and in good standing, under the laws of the jurisdiction of its incorporation;
- (b) It has all the requisite power and authority to execute, deliver and perform its obligations under these presents and to comply with the terms and conditions contained herein;
- (c) These presents have been validly executed and delivered and constitute a legal, valid and binding obligation of such Party.

(B) Commissionerate of Collegiate Education agrees that, the Bank shall not be held responsible or liable nor Bank shall indemnify for any acts, deeds or things on part of the Service Provider for any software or solutions that shall be provided by the Service Provider to Commissionerate of Collegiate Education whose appointment is being facilitated by the Bank in pursuance of this MoU.

7. CONFIDENTIALITY

7.1. This clause shall survive the termination or expiry of the MoU.

7.2. Both Parties hereto shall protect all confidential information of the other Party which is in their possession or which may come during the course of MoU.

7.3. The Confidential Information shall not include following information:

- (a) if the Recipient can show that the Confidential Information received from the Disclosing Party is or has become generally available to the public through no violation of the terms of this MoU;
- (b) if such Confidential Information is in a written record in the Recipient's files prior to receipt from the Disclosing Party, subject to the Recipient having legally obtained such Confidential Information;
- (c) if the Recipient at any time lawfully obtains such Confidential Information in writing from a third party under circumstances permitting its disclosure except where such disclosure is made under obligations of secrecy or confidentiality; or
- (d) if such Confidential Information is disclosed with the prior written consent of the Disclosing Party, provided that any disclosure complies in all respects with the terms of such written consent.

8. TERM AND TERMINATION

- 8.1. Subject to clause 1, CCETS shall be entitled to terminate the MoU for convenience upon 30 days' notice in writing being served on the Bank whereas, the Bank shall be entitled to terminate the MoU for convenience at any time, by serving a notice of 30 days' in writing on CCETS.
- 8.2. The expiry or termination of this MoU shall be without prejudice to the accrued rights and obligations of the Parties and all such accrued rights and obligations shall remain in full force and effect and be enforceable notwithstanding such expiry or termination.
- 8.3. Upon termination of the MoU, the Bank shall cease to provide the Services contemplated in the MoU and Commissionerate of Collegiate Education is free to avail the services from any other Service Provider who can provide these services.

9. INDEMNITY:

- a. CCETS agrees to indemnify the Bank, for any loss or liability or any cost or expenses that may be incurred by the Bank on account of breach of any representation or warranties on part of CCETS or breach of any applicable laws on part of CCETS or any loss or liability that may be incurred by the Bank attributable to the gross negligence or willful misconduct on part of CCETS or any third party liability incurred by the Bank attributable to the acts, deeds or things on part of the CCETS
- b. Bank agrees to indemnify the CCETS, for any loss or liability or any cost or expenses that may be incurred by the CCETS on account of breach of any representation or warranties on part of the Bank or breach of any applicable laws on part of Bank or any loss or liability that may be incurred by the CCETS attributable to the gross negligence or willful misconduct on part of Bank or any third party liability incurred by the CCETS attributable to the acts, deeds or things on part of the Bank.

10. DISCLAIMERS:

- Without prejudice to any other provisions of this Agreement, the Bank shall not be liable to the Commissionerate of Collegiate Education for any loss or damage whatsoever or however caused or arising, whether directly or indirectly, in connection with the Services and/or this Agreement, including any loss or damage arising from:
- (a) Any interruption or stoppage in the work performed by the Bank.
- (b) Any inaccurate or faulty message received by the Bank in course of processing of a Transaction;

- The Bank does not represent that the services to be provided by the Bank will be provided uninterrupted, or that it will be free from errors. Provided that the Bank will make an endeavour to take all the necessary precautions to ensure that, there are no errors on part of the Bank while rendering the Services.

11. NOTICES

- 11.1. All notices, approvals, instructions, demand and other communication given or made under this MoU shall be in writing and may, be given by facsimile, electronic mail, personal delivery or by sending the same by pre-paid registered mail addressed to the relevant Party at its address or email set out below (or such other address or email as the addressee has by 5 (Five) calendar days' prior written notice specified to the other Party):

CCETS: Dr. G. Yadagiri

Attn.: Regional Joint Director

Address: O/o Commissionerate of Collegiate Education, Nampally, Hyderabad

Email: commissioner.tgce@gmail.com

Bank: HDFC Bank Ltd

Attn.: Mr. Shravan Kumar – State Head – Govt. & Institutional Business

Address: HDFC Bank Ltd, 8th Floor, Roxanna Palladium, Road No 1, Banjara Hills, Hyderabad -500034

Email: shravan.kumar@hdfcbank.com

- 11.2. Any notice, approval, instruction, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered (i) if given or made by registered mail, 5 (Five) calendar days after posting; (ii) if given by personal delivery at the time of delivery; and (iii) if given or made by email, upon receipt of an email delivery report confirming receipt by the other Party. Provided that email shall be immediately on the same day followed by a copy of the notice by a reputable overnight courier.

12. GOVERNING LAW, JURISDICTION AND ARBITRATION

This MoU shall be governed by, and construed in accordance with, the laws of India. The Parties agree that if the process of the courts is required to be invoked for enforcement of provisions of this MoU, including for seeking of any interim relief prior, during or after invocation of this Clause, then the competent courts in Hyderabad, India shall have exclusive jurisdiction to adjudicate any dispute or difference by and between the Parties.

13. RELATIONSHIP OF PARTIES

This MoU is being entered into on a principal to principal basis and nothing contained in this MoU shall be deemed to create any partnership, agency, employment and/ or joint venture of/ with the other Party or the representatives of the other Party. Both Parties agree that it will not represent that it is an agent of the other Party nor hold itself out as such.

14. COUNTERPARTS

This MOU may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

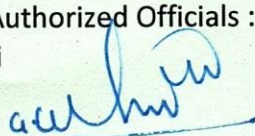
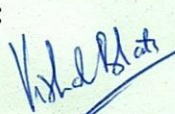
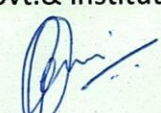
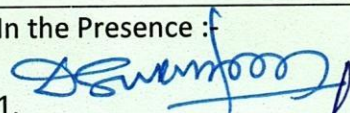

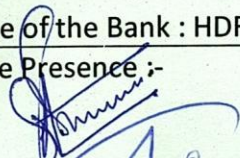
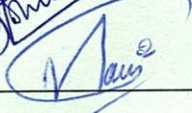
15. AMENDMENTS

All amendments or supplements to the terms of this MoU can be made only in writing duly signed by each Party.

16. EXECUTION OF PRODUCT SPECIFIC TERMS AND CONDITIONS AND AGREEMENT BY THE DEPARTMENT:

Commissionerate of Collegiate Education and the Bank agrees that, this MoU is broad framework arrangement between the Parties and the MoU shall be subject to Application form or the Terms and Conditions or other Agreement as may be specified by the Bank for availing the specific Banking Product/Services which the Commissionerate of Collegiate Education agrees to execute with the Bank. Also in case of conflict between the provisions of the MoU and product specific terms and conditions or the Agreement, the product specific terms and conditions or Agreement shall prevail over this MoU.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed the day and year first hereinabove written in the manner hereinafter appearing.

Institution	Bank
Name of the Authorized Officials : Dr. G. Yadagiri 	Name Of the Bank Officers:  Mr. Vishal Bhatia Zonal Head – Govt. & Institutional Business - South
Designation: Department of Collegiate Education, Govt. Of Telangana	 Mr. Badri Vishal Circle Head – Retail Branch Banking Name of the Bank : HDFC Bank Ltd
In the Presence :-  1.  2.	In the Presence :-  1.  2.