

MEMORANDUM OF UNDERSTANDING

This MOU is signed between the technical and professional institutes of the South Indian Education Society (SIES) at their Nerul campus, Navi Mumbai as under:

Party 1 SIES College of Management Studies (SIESCOMS), the institute offering Master of Management Studies (MMS) and Master of Computer Application (MCA) programs of University of Mumbai (UOM) in existence since 1995.

and

Party 2 SIES Graduate School of Technology (SIESGST) offering various engineering programs affiliated to ---UOM in existence since 2002.

Now this MOU contains the points hereunder:

2. Whereas the AICTE guidelines in their Approval Process Handbook of 2024 – 27 at page no. 94 clause on **ANNEXURE 4 Point no. 4.4** “Laboratory Equipment and Experiments”. Note No. 2 contains provisions related to the sharing of certain e - resources regarding **Plagiarism Software.**
8. In the above context and to optimize resources, it is hereby agreed that SIESCOMS and SIESGST will share the above resources.
9. One of the institutions needs to purchase the e-resources. To start with, it is agreed that SIESGST will purchase the software namely **eAarjav Plagiarism Detection Software (PDS) this time.**

10. As a principle of sharing, SIESCOMS and SIESSBS and their faculty and students will have unhindered and unrestricted access to the same.
11. SIESGST will provide all facilities to faculty and students of SIESCOMS to all the updates of above Plagiarism Software.
12. As the purchase was done by SIESGST, the invoice will be in the name of SIESGST this time.
13. This MOU shall come into effect from the date of signature of the MOU by the concerned parties.
14. Any dispute as regards the MOU will be resolved by the top leadership team of the institutes comprising the Director of SIESCOMS and the Principal of SIESGST

M.Dhole
Dr. Madhavi Dhole
Incharge Director
SIES College of Management Studies
(SIESCOMS)

K
Dr. Lakshmi Sudha Kondaka
Principal
SIES Graduate School of Technology
(SIESGST)

PURCHASE ORDER



SIES
RISE WITH EDUCATION

SOUTH INDIAN EDUCATION SOCIETY

Sri Chandrashekarendra Saraswati,
Vidyapuram
Plot No 1C/1D, Sector 5,
Nerul East, Navi Mumbai - 400706

PAN No. : AAAAS6062R
GST No : 27AAAAS6062R1ZV
Contact No. : 6119 6471/6472/6473
FAX : 27708463

Supplier Quotation	No		Purchase Order	No	PO/GST/A0002/24-25
	Date	30-8-2024		Date	18-9-2024

Department : Library

PO amendment date :

ELZ Pvt Ltd,

Delivery /Billing Address

B-302, Supreme Palms, Balewadi, Pune-411045

South Indian Education Society

Contact Person: Ms.Nisha Sarda-9689889311

Institute- SIES GRADUATE SCHOOL OF TECHNOLOGY

State : Maharashtra

Vidyapuram, Plot 1-C, Sector V,

Country : India

Nerul(East), Navi Mumbai-400706

Pin Code : 411045

Maharashtra

Tel No. :

Person Name : Sandip Patil

Mobile No. :

Contact No : 61082419

Email :

Kindly Supply the following items as per terms and condition given in the purchase order.

Item Details

Sr No	PR No	Item Name/Description	GST Rate	Qty	Unit	Rate	Taxable Amount	Disc %	Cash Discount	Amount	
1	PR/GST/A0003/24-25	E-Aarjav (Plagiarism Software) Renewal of E Aarjav Academic License for 1000 Document Including Web Training and Admin Access for A Period of 12 Months 15 Th Spetember 2024 to 14th September 2025	18	1	NOS	148000	1,48,000.00			148000.00	
							148000	1,48,000.00		148000.00	
							INPUT CGST 9%			13320.00	
							INPUT SGST 9%			13320.00	
							PO Total			1,74,640.00	

Total : INR One Lakh Seventy Four Thousand Six Hundred Forty Only

Account Head :

Account Code :

Budget Reference :

Delivery Schedule	18-9-2024
Payment Terms	Payment: 7 days against delivery and submission of Invoice. From the Date of Installation ; Activation Date & Submission of Invoice.
Additional Terms & Conditions	Delivery Period: Immediately upon receipt of Purchase Order. Please mention your GST No, PAN No & HSN code in the invoice. Submission of Bills; to be sent after delivery along with copy of Challan & P.O. copy to above mentioned address. Validity Period: One Year From the Activation Date.
Remarks	

PREPARED BY

CHECKED BY

AUTHORISED BY



South Indian Education Society

PURCHASE REQUISITION

INSTITUTE	SIES GRADUATE SCHOOL OF TECHNOLOGY	AMC/CAPITAL/REVENUE	PR AMC
DEPARTMENT	Library	BUDGET REFERENCE	
PR NO	PR/GST/A0003/24-25	PR DATE	30-8-2024
AMENDMENT DATE		AMENDMENT TIME	
ACCOUNT HEAD		ACCOUNT CODE	

Sr No	Item Name/ Description	Qty	Rate	UOM	Total Value	Delivery Date
1	E-Aarjav (Plagiarism Software)	1		NOS		14-9-2024

BUDGET AMOUNT 0

BALANCE AMOUNT AS ON DATE 0

REMARK

o/c

Received on 31/8/24

	INITIATED BY	H.O.D	PRINCIPAL
NAME	Sandip Patil	Arunadevi Lingam	Dr. K. Lakshmisudha
SIGNATURE	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
DATE	30/8/2024	30/8/2024	
CONTACT DETAIL	61082419		
EMAIL ID	Sandipp@sies.Edu.in		



B - 302, Supreme Palms,
Balewadi,
Pune - 411045
Phone: +91 - 84120 02525
Email: support@earjav.com

Invoice

Invoice No: 2024/ELZ/0022

DATE: 16-Sep-24

Customer Information

SIES Graduate School of Technology
Plot # 1F, Sector 5
Srichandrasedkarendra Saraswathy Vidyapuram
Nerul
Mumbai - 400706

Client GST No.: 27AAAAS6062R1ZV

S.No.	Particulars	Tax rate	Amount
1	eAarjav Academic License, for up to 1000 Documents including web training and admin access for a period of 12 months (whichever is earlier)		148000
2	SGST @ 9%	9%	13320
3	CGST @ 9%	9%	13320
TOTAL			174640

Amount in words :Rupees one lakh seventy four thousand six hundred forty only.

E & OE

For ELZ (P) Ltd.

Authorised Signatory

1. Payment within 10 days from the Invoice Date
2. Cheque to be issued in favor of "ELZ Pvt. Ltd."
3. HDFC Bank, Account No: 50200035370600
4. IFS Code: HDFC0000223
5. PAN No. AAFCE2156H
6. GST No: 27AAFCE2156H1ZQ
7. HSN Code: 998399

Customer Information

Customer (Company/educational organisation/school)	SIES Graduate School of Technology
Billing Address	Mr. Sachin Jade South India Education Society SIES Graduate School of Technology Sri Chandrasekarendra Saraswathy Vidyapuram Plot # 1C, Sector 5 Nerul Navi Mumbai – 400706 Maharashtra
Contact Person Name	Mr. Sachin Jade
Contact Person Email	sachinj@sies.edu.in
Contact Person Phone / Mobile	+91 – 87672 61671

Specification

Particulars	Total in INR
eAarjav Academic License, for up to 1000 Documents including web training and admin access for a period of 12 months (whichever is earlier)	1,48,000/-

Additional GST @ 18% would be applied on the above

Licence Period Renewal: 15th September 2024 – 14th September 2025

Signature

Signature	Signature
For Institute:	For ELZ Pvt. Ltd.: Nisha Sarda
Institute Details:	ELZ Pvt. Ltd B – 302, Supreme Palms, Balewadi, Pune – 411045
Date:	Date: 23 rd August 2024
City / Town:	City / Town: Pune
Contact details:	Contact Details: nishasarda@egalactic.in

Terms & Conditions: This Agreement ("Licensing Agreement") is between you ("Customer") and ELZ Pvt Ltd ("ELZ") and governs your use of "eAarjav" plagiarism detection system ("eAarjav") and its services. eAarjav is provided by ELZ Pvt Ltd. The hereunder list of documents form an integral part of this Licensing Agreement and is accessible on eAarjav.com website. These documents may be updated by ELZ as and when required.

- Privacy and Cookies Policy;
- User's Guide.
- Principles of Proper Conduct for Users of the eAarjav System

By using eAarjav through www.eaarjav.com or its subdomain, the Customer agrees to be bound by the terms of this Licensing Agreement. The terms are applicable for the Customer and all users from customer organization. The Customer is responsible for relaying these terms to all users within the Customer organization.

License Grant: Subject to the terms and conditions of this Licensing Agreement, ELZ grants Customer a limited, non-exclusive, non-transferable, revocable license to access and use eAarjav for non-commercial use within the Customer Organization during the term of Licensing Agreement subject to restrictions prescribed hereby and per the terms agreed in the Licensing Agreement.

The standard period of subscription is 12 months unless stated otherwise. The services are available until the end of the subscription period or until usage limits are reached, whichever is earlier. Usage limits are based on the number of documents or number of users as defined in this Licensing Agreement. A document is defined as a single file of a maximum size of sixty thousand characters. A user is defined as a student, teacher, admin, or any other users from the Customer organization. If the usage limit is defined based on the number of users, then the maximum number of documents that can be uploaded per user is 5.

ELZ shall have the right to set limits for the use including without limitation the following: enabling/disabling certain functions and the storage term of data entered by Customer over and above the subscription period.

ELZ has the right to amend eAarjav and the software including without limitation releasing new eAarjav versions without prior notice. ELZ shall have the right to unilaterally terminate the Licensing Agreement and/or block the Customer's access to the eAarjav in case the Customer infringes the laws of India and/or violates any terms and conditions hereof.

ELZ shall have the right to do the routine maintenance of the equipment and/or the eAarjav and the Software and, for this purpose, to suspend access to the eAarjav Service. ELZ shall have the right to delete the account and Customer data in accordance with the Privacy and Cookies Policy. ELZ may collect registration data and other information about Customer and uploaded Materials. ELZ's collection, use, and disclosure of this information are governed by the Privacy and Cookies Policy.

By uploading any Materials, the Customer gives their consent for use thereof by ELZ or any other third party authorized by ELZ in accordance with Privacy and Cookies Policy. The Customer grants ELZ or any other third party authorized by ELZ the right to use the said material as part of eAarjav services in accordance with settings selected by the Customer in eAarjav. ELZ shall have the right to use the data uploaded by the Customer to the eAarjav, including without limitation any text documents, for the purposes of testing the eAarjav in the course of its modification or debugging done by the ELZ or any third party engaged by the ELZ for this purpose. The ELZ shall have the right to transfer data to such a third party for the purposes of doing the above things in accordance with the Privacy and Cookies Policy. In case the eAarjav Service or reports contains any links to any third-party websites, the ELZ does not hereby guarantee that such websites are the primary source of information.

ELZ shall ensure confidentiality of the Customer's data in line with the current laws and in accordance with Privacy and Cookies Policy. ELZ shall fix any software malfunctions within a reasonable time in case such malfunctions occur through the fault of ELZ. Whenever possible, ELZ shall do the routine maintenance during the night hours and/or weekends/public holidays; ELZ shall at reasonable intervals make backup copies of the Customer's data and information.

The Customer shall ensure confidentiality of Login and Password; The Customer shall immediately notify the Customer of any unauthorized use of the Customer's Login and (or) Password or on any other security violation. The Customer shall comply with the laws protecting personal data processed with the use of eAarjav. The Customer shall from time to time read the updated version of this Licensing Agreement and accept the terms and conditions hereof.

Fees. The customer agrees to pay the fees set forth in writing in the agreement. Unless otherwise specified in writing, all fees are non-refundable and for a period of one subscription period of 12 months.

Restrictions. Customer shall have the right to use eAarjav only for their personal/educational and academic purposes. Customer shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the content thereof; (ii) modify or make derivative works based upon the Service; (iii) create Internet "links" to the Service or "frame" or "mirror" any content on any other server or wireless or Internet-based device; (iv) use any automated tool (e.g., robots, spiders) to access or use eAarjav; (v) reverse engineer or access eAarjav in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service; (vi) use eAarjav under other Customer Account (vii) circumvent or disable any digital rights management, usage rules, or other security features of eAarjav; (viii) use the service in a

manner that threatens the integrity, performance, or availability of it; or (viii) remove, alter, or obscure any proprietary notices (including copyright and trademark notices);

Confidentiality. Each party agrees to maintain the confidentiality of the other party's confidential information and to use such information only in connection with the performance of its obligations under this Licensing Agreement.

Disclaimer of Warranties. eAarjav IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. ELZ DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

The ELZ does not warrant and/or guarantee that eAarjav will always be available or that the Customer will not encounter any faults. ELZ shall not be held liable in the following cases: (i) malfunction of the eAarjav (and any damages caused thereby) in case the Customer (or any third parties) acting on their own has amended the eAarjav or in case such malfunction is caused by the eAarjav incompatibility with the Customer's hardware or the Customer's other software; (ii) any things done by the Customer in connection with the eAarjav as well as for any documents created by the Customer using eAarjav; (iii) lack of access to eAarjav in case such lack of access is caused by the acts of the Customer, the Customer's access to Internet, acts of any third parties; (iv) contents of any websites whenever links to such websites are incorporated in eAarjav as references to quotation sources in eAarjav Report; (v) presence/absence of any viruses at the websites whenever links to such websites incorporated in eAarjav and/or for any other damages caused to the Customer's software and/or hardware and/or for any other things resulting from the Customer following these web links from eAarjav report; (vi) performance of the website whenever a link to such a website is incorporated into eAarjav once the Customer is using eAarjav; (vii) in case the Customer uses eAarjav in a way that is not prescribed hereby, or upon expiry hereof or in case eAarjav is used in any other way beyond the scope of rights granted hereunder; this shall entail liability for infringement of the exclusive right to the intellectual property as prescribed by the laws of India and in this case the ELZ shall have the right to unilaterally terminate this Licensing Agreement without recourse to court and to revoke the License; (viii) limiting access to eAarjav.

ELZ commits itself to act with the care and diligence customarily used in the profession to provide for the implementation of services delivered to the Customer. Nevertheless, ELZ liability may not be engaged in the event of delay or breach of its contractual obligations if the delay or breach is due to a cause beyond its control: fortuitous event or case of force majeure. The software is provided on an as-is and as-available basis. Therefore, Customers acknowledge that the software may not meet their individual preferences and expectations. ELZ will make all commercially reasonable efforts to ensure continuous operation of the software, accordingly, Customers acknowledge that the software isn't error-free and may be interrupted. ELZ makes no warranties or representations about the accuracy or completeness of the software report. ELZ disclaims any express or implied warranties of safety, freedom from viruses, freedom from bugs, legality, and/or reliability of information, data, or software report. ELZ does not warrant that the performance of the Customer's personal computers or other devices is adequate to use the software. Customers are advised to determine in advance the computer system's requirements and whether their computer system meets those requirements. ELZ does not warrant, endorse, guarantee, or assume responsibility for any hyperlinked website, or any website featured in the software report. In any case, the liability of the ELZ shall be limited by the amount paid by the Customer in the last invoicing period.

Limitation of Liability. IN NO EVENT SHALL ELZ BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS LICENSING AGREEMENT, WHETHER OR NOT ELZ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Term and Termination. This Licensing Agreement shall commence upon the date of acceptance by the Customer and shall continue until services are stopped for the customer. The subscription period is for 12 months, or as per the usage limit set in the Licensing Agreement whichever is earlier. The license will have to be renewed after every subscription period or once the usage limit is reached. ELZ has the right to terminate access to eAarjav immediately in the event that the customer breaches any material term in this Licensing Agreement.

Governing Law. This Licensing Agreement shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law provisions. The dispute shall be settled by arbitration in accordance with the Rules for Indian Arbitration Law in Pune.

Entire Licensing Agreement. This Licensing Agreement constitutes the entire Licensing Agreement between the parties and supersedes all prior or contemporaneous Licensing Agreements or representations, whether written or oral, relating to the subject matter of this Licensing Agreement. This Licensing Agreement shall apply to all the updates and new releases of eAarjav. The ELZ shall reserve the right to unilaterally amend this Licensing Agreement. Should the Customer disagree with the amendments introduced, they shall stop using eAarjav immediately upon the effective date of the above amendments and terminate this Licensing Agreement unilaterally.

By accepting this Licensing Agreement, the Customer represents that it has read and understood this Licensing Agreement and agrees to be bound by its terms.

ELZ (P) Ltd./ eAarjav, March 2023