

## AGREEMENT

THIS AGREEMENT is made and entered into on this 26 January, 2017(the "Effective Date") between Mar Ivanios College of Arts And Science Mavelikkara (MICAS), Kallumala P O, who is the **First Party** and hereinafter referred as "**Mar Ivanios College of Arts & Science, Mavelikara**" represented by its Director.

and

Triomphe IT Solutions Pvt. Ltd., an IT Solutions Private Limited Company office at 26-C, Anupama Nagar, Near Bethany Ashram, Nalanchira, Muttada PO, Trivandrum, who is the **Second Party** and hereinafter referred as "**TRIOMPHE**" represented by its Director Mr. Jomon P J as duly authorized.

Triomphe hereby takes the responsibility to Design, Develop and Host a Website and Software for the Mar Ivanios College of Arts and Science, Mavelikkara (MICAS), on following terms and conditions.

### General

1. The Domain for the website will be [www.marivanioscollege.in](http://www.marivanioscollege.in)
2. The work of Website including Website testing from the side of both parties and user trainings shall be completed on or before 4<sup>th</sup>April 2017.
3. The MICAS holds the ownership of the domain name and product that is customized for them by the Triomphe.
4. The Triomphe has no right to claim ownership on the data i.e. the data, images and videos in the website.
5. The Triomphe has no right to sell or share the website. the data, images and videos in the website to any third party.
6. Triomphe shall collect all the needed data from the PRO of MICAS and process it to the website and Software.
7. The Login Credentials shall be given to the Director on completion of Website and thereafter the MICAS can Add, Update and Delete data and images from the website.
8. The Work shall be completed for Rs. 100,000.00 (One Lakh Rupees Only) as the cost. It includes the charges for design, develop and hosting the website and Software.
9. 50% of the agreed amount shall be paid as advance to the Triomphe. And the balance amount shall be paid on the completion of the website and Software.



**Triomphe**  
IT Solutions Pvt. Ltd.  
*point of effective view*

### Annual Maintenance Contract

1. It is informed to the MICAS that the domain is to be renewed every year with the Server Charge according to the need of Server Space and Bandwidth.
2. It is informed to the First Party that the server service is rendered from Bluehost.
3. The Second Party will renew the domain and server for the First Party.
4. The First party shall pay to the Second Party Rs.50,000/- (Fifty Thousand Rupees Only), towards the hosting charges, server charges including maintenance of the website and Software for an year.
5. Timely changes in the website shall be done by the Second party whenever it is needed and requested by First Party.

### Content and Language

1. Language used in the Website is English and Malayalam.
2. The content in the website shall be the data collected from the PRO of MICAS and the data those shall be updated by MICAS' Web Administrator from time to time.

### Security

1. All online data are being stored in the server of Triomphe IT Solutions.
2. The User Names and Passwords for the Website will be given to the Director of the MICAS. It is his discretion to give them to the authorized persons.
3. MICAS has the privilege to change the passwords from their end.
4. Triomphe shall not bear any legal consequences regarding the Contents/Photographs/Videos published in the Website if any by the MICAS.
5. Triomphe will not bear any responsibility in any maltreatment of the Website by the MICAS
6. Backup of data from Website will be done by Triomphe twice in a month.
7. Triomphe is not liable for any failure to carry out services for reasons beyond its control like Acts of God, Natural Calamities, Strike or dacoits and due to third party interference.



Signature and Stamp of First Party



Signature and Stamp of Second Party