

## Memorandum of Understanding (MoU)

BETWEEN

MANAGEMENT AND RESOURCES DEVELOPMENT INITIATIVE (MRDI)

AND

Bizzntek Ltd.

**Title of the Initiative:** Development, customization and implementation of an Enterprise Resource Planning (ERP) software to automate the organizational processes of MRDI according to the determined scope and using Microsoft Dynamics 365 Business Central Essentials.

This Memorandum of Understanding is entered into by and between Management and Resources Development Initiative (hereinafter referred to as 'MRDI') 8/19, Sir Syed Road, Block-A, Mohammadpur, Dhaka-1207 and Bizzntek Ltd., House-27, Road-5, Sector-13, Uttara, Dhaka-1230 for development and implementation of ERP.

*The parties agree to the following terms and conditions:*

1. Hasibur Rahman, Executive Director, MRDI and Khan Mohiuddin, Co-Founder and CIO, Bizzntek Ltd. will be the focal point and signing authority from their respective organizations.
2. Bizzntek Ltd. will apply the following methodologies and steps to develop, setup and implement the total ERP solution at MRDI. For any queries, changes in the project development plan, schedule and methodologies, Bizzntek Ltd. will consult with MRDI.
  - **Determining and following scope:** Maintaining the defined software development scope precisely in order and ensuring the accuracy, suitability, data security, integrity, upholding organizational process maturity of MRDI.
  - **Start of the software development project:** Requirement analysis, planning and base setup with close association with the project manager, business analyst and ERP expert assigned by MRDI.
  - **Risk Management:** Since the development inception till the UAT (User Acceptance Testing) the proper risk management is highly recommended to conduct to avoid all potential vulnerabilities, risks and serious bugs and loopholes in the critical processes and procedures.
  - **Documentation Management:** All planning, designing, analysis, programming and coding, testing, security management, users' roles and privileges assignment phases are well tracked, documented and communicating with the authorized personnel of MRDI.
  - **ERP Project Management:** The whole SDLC (Software Development Life Cycle) by Bizzntek Ltd. to follow the agile type of project management / DevOps development iteration phases while the developing or developed modules being demonstrated to the assigned and authorized end users of MRDI to ensure the functional effectiveness and process suitability.

- **Roles, Responsibility and Authority of the user base:** Since the planning phase the roles, responsibility, and authority of the end users to defined and implemented as per the software requirement specification to the module menu and process functionalities.

**Usage of software interface and reporting:** Ensuring the software interface as straight, compact, simplified and user friendly with intelligent and desired search and reporting features. **Bizzntek Ltd. will offer exclusively system-generated reports.**

- **Closing the Milestone or Sprints:** Ensuring to closing the milestone or development sprints in the expected and planned time schedules attached in annexure.
- **Intended outcome:** Ensuring the developed modules that meets the requirements of the complete workflow of each department of MRDI as per scope of Work attached.
- **Other non-functional areas:** Maintaining other non-functional terms and specifications, milestone-based payment disbursement, communication, data migration and privacy issues etc. as per the mutual MoU consents.
- **Quality Assurance and Testing:** The processes for quality assurance and testing will be defined, including the types of testing to be conducted, testing tools and techniques to be used, and criteria for accepting the developed software.
- **Change Management:** Procedures for handling changes to the project scope, timelines, and deliverables will be established, including the approval process and communication of changes to MRDI. Change request will be charged USD \$28.00 per hourly rate basis.
- **Data Backup and Disaster Recovery:** Measures will be taken to ensure the safety and recovery of critical project data in case of unforeseen incidents.
- **Performance Metrics:** Specific metrics, such as response times, system uptime, and error rates, will be used to measure the success of the project.
- **Service Level MoU (SLA):** Ensuring to provide details about the level of service it will offer to MRDI, including support availability, response times, and escalation procedures.
- **Application Maintenance & Bug fixing:** Ensuring to provide bug fixes within the project scope during the first three (3) months after the go-live.
- **Annual Maintenance Contract (AMC):** After implementation, an Annual Maintenance Contract (AMC) will be applicable for at least one year.



**License:** A total of 15 (fifteen) licenses will be procured from STARSEED TECHNOLOGIES(S) PTE LTD, Bank Name: CITI BANK N.A, Branch: SINGAPORE, A/C. No: 0857466004 USD, Swift Code: CITISGSG in the name of MRDI to use the ERP software as per requirement approved by both the parties. Initially 7 (seven) licenses will be purchased and required licenses will be purchased after deployment. MRDI will directly renew the licenses from Microsoft in the following years.

**Type:** Dynamics 365 Business Central Essentials for Non-Profit, Quantity: 15 (fifteen)

**Total Price:** A total for 15 (fifteen) licenses will be USD 5040 (Five thousand forty) only plus VAT for the first year @ USD 28 (Twenty-eight) per month per user. Fojo Media Institute, Linnaeus University, Sweden will make the payment from the Improving Qualitative Journalism in Bangladesh project jointly implemented by Fojo and MRDI.

**Financial arrangement:**

1. The total payment will be **BDT 47,25,000.00** (in-word: Forty-seven lac and twenty-five thousand) only unless there is any change request or new requirements agreed by both parties. Payment will be made through A/C payee cheque or bank transfer. Payment will be made as per following manner:

- 20% on signing the MoU / Project Awarding
- 15% after closing Milestone 1 (44 man-days)
- 10% after closing Milestone 2 (40 man-days)
- 10% after closing Milestone 3 (58 man-days).
- 10% after closing Milestone 4 (53 man-days)
- 10% after closing Milestone 5 (36 man-days)
- 10% after closing Milestone 6 (50 man-days)
- 15% after closing Project Management and Training (44 man-days)

By no means, the total amount will change since it is a fixed price MoU.

2. Annual Maintenance Contract (AMC) payments will be made according to the following rate and terms.
  - 1st Year: 12% of the total implementation cost.
  - 2nd year onward: 15% of the total implementation cost.
  - Payment will be made at the beginning of the year.
3. The payment for license will be paid in USD by Fojo Media Institute to STARSEED TECHNOLOGIES(S) PTE LTD upon submission of invoice approved by Bizzntek Ltd. Evidence of purchasing licenses has to be placed to MRDI.
4. All Payments will be made within 14 days of submitting the bill.
5. VAT and Tax as admissible will be deducted at source as per government rules.



**Validity of MoU:**

This MoU will be effective upon signing the agreement from 28 of May 2023 and will remain valid until 27 June 2024 or unless terminated by MRDI or Bizzntek Ltd. in accordance with this MoU.

**Termination of the MoU:**

- Both MRDI and Bizzntek Ltd. can terminate this MoU with 2 months of written notice for the case of occurrence of breach of terms/conditions specified in this MoU.
- In case of termination of the MoU, the financial settlement between two parties will be arbitrated by Microsoft.

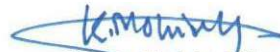
**Modification of MoU:**

Any modification of this MoU requires mutual understanding by both parties in writing.

Accepting all the terms and conditions mentioned above, the chief executives of both organizations are signing the MoU.



**Hasibur Rahman**  
Executive Director, MRDI  
28<sup>th</sup> of May 2023



**Khan Mohiuddin**  
Co-Founder and CIO, Bizzntek Ltd.  
28<sup>th</sup> of May 2023

Witness from MRDI:



1. **Md. Shahid Hossain**  
Advisor, Planning and Development

Witness from Bizzntek Ltd.:



1. **Mahatab Uddin**  
Managing Director  
Bizzntek Ltd



2. **Samsun Nahar**  
Manager, Finance



2. **Raihan Morshed**  
CTO, Bizzntek Ltd.