



महाराष्ट्र MAHARASHTRA

2014

LU 122854



जिल्हा कार्यालय, ठाणे
ठाणे
8 OCT 2014
मुद्रांक प्रमुख लिपीक / लिपीक
811012014

Annexure-II

दस्तावा प्रकार / अनुच्छेद क्रमांक (Nature of document / Article No.)	Agreement
दस्त नोंदणी करणार आहेत का? (Whether it is to be Registered)	NO
नेदणी होणार असल्यात दुय्यम निदर्शक उपासक (If Registrable Name of S.R.O)	
मिळकतीचे वर्णन- (Property Description in brief)	
मांडदला रक्कम (Consideration Amount)	
मुद्रांक किंवा इतर घेणाऱ्याचे नाव (Stamp Purchaser Name)	Reliance Comm. Ltd.
दुसऱ्या पक्षाचे नाव (Name of the other party)	
हस्त किंवा इतर व्यक्तीद्वारे (If through other person then Name & Address)	Sanesh Nagkar K.K.
मुद्रांक किंवा इतर घेणाऱ्याचे रक्कम (Stamp Duty Amount)	100/-
मुद्रांक किंवा इतर घेणाऱ्याचे मुद्रांक क्रमांक / दिनांक (Serial No. Date)	29363 20 OCT 2014
मुद्रांक रक्कम घेणाऱ्याचे स्वाक्षरी (Stamp Purchaser's Sign)	वेदेही सिंह

AGREEMENT

This Agreement is made and executed at on day of 2015

BY AND BETWEEN

Reliance Communications Limited, a company incorporated in India under the provisions of the (Indian) Companies Act, 1956 and having its registered office at H - Block, 1st Floor, Dhirubhai Ambani Knowledge City, Navi Mumbai - 400 710 (hereinafter referred to as "Reliance", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns)and;

Signature lines with handwritten initials.

AND

Dhirubhai Ambani Institute of Information and Communication Technology ("DA-IICT"), constituted as a University under Act No. 6 of 2003 enacted by the Gujarat State Legislature, having its premises at Gandhinagar, Gujarat and registered office at Near Indorda Circle, Gandhinagar 382007, Gujarat State and represented by the Director, hereinafter referred to as "**Partner**", which expression shall unless repugnant to or inconsistent with the context thereof, means and includes its executors, administrators, successors, attorneys, representatives and permitted assigns.

Reliance and Partner are hereinafter collectively referred to as "Parties" and individually as the "Party".

WHEREAS:

- A. Reliance as part of its Corporate Social Responsibility (CSR) initiated various social endeavours to nurture, nourish and uplift the under-served sections of the society with supports from NGOs and Institutions which share the same goals and objectives.
- B. Partner is a technological university devoted to teaching and research in Information Technology ("ICT") and allied areas and is the first institute in India that offers undergraduate and postgraduate teaching programs in ICT. It is desires to foster a unique four year undergraduate program in Computational Science leading to Degree in Bachelor of Technology in India.
- C. Reliance towards its commitment for Corporate Social Responsibility ("CSR") wishes to lead and support DA-IICT's pioneering efforts education and related research activities in the field of computational sciences. Reliance is keen to work in collaboration with the Partner to set up a high level Computational Laboratory and institute a Chair designated in Computational Science at DA-IICT .
- D. In order to record the terms and conditions set forth herein below, for the conduct of the instituted Chair, the Parties are desirous of executing this Agreement.

NOW IN CONSIDERATION OF THE PREMISES HEREINAFTER CONTAINED IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:-

1. DEFINITIONS AND INTERPRETATION

- a) "**Affiliates**" shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.





- b) **“Applicable Law(s)”** means and includes all applicable Indian statutes (both Central Government as well as State Government) including any ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, circulars, directions, directives, administrative interpretation, approvals, press notes, writs, orders, injunctions, judgments or decrees of any Government Authority, as may be applicable.
- c) **“Agreement”** means this Agreement together with all Annexures hereto, as amended from time to time in the manner specified herein.
- d) **“Intellectual Property Rights”** shall mean all vested contingent and future intellectual property rights including but not limited to goodwill, reputation, rights in confidential information, copyright, trademarks, logos, service marks, devices, plans, models, diagrams, specifications, source and object code materials, data and processes, design rights, patents, knowhow, trade secrets, inventions, get up, database rights (whether registered or unregistered) and any products or registrations for the protection of these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created.

2. INTERPRETATION

- a. References made in this Agreement to clauses shall be to the clauses of this Agreement
- b. Headings in this Agreement are for convenience of reference only and shall not govern or affect the construction or interpretation of this Agreement.
- c. Words importing singular shall include the plural and *vice versa*.
- d. The terms “hereof”, “herein”, “hereto”, “hereunder”, or similar expressions used in this Agreement mean and refer to this and not to any particular clause of this Agreement.

3. Scope

- a. The Parties hereby agree to work in collaboration for successful institution of a high level Computational Laboratory and a Chair at DA-IICT to lead computational sciences education and research. The Scope of the agreement is more particularly specified at **Schedule – 1** annexed hereto.
- b. Parties shall endeavour to collaborate under the Agreement in two phases at set out at **Schedule A**.
- c. DA-IICT as an organization shall raise funds from potential funding sources to increase the scope of the program.

- 4. **Term** : The term shall be effective for a period of four (4) years commencing from the date of execution hereof (“**Term**”) and shall stand unless terminated earlier as per the conditions contemplated in this Agreement. The Term may be further extended on such terms and conditions as mutually agreed between the Parties thereto.

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5. Consideration and Payment terms

- a. The total financial outlay in respect of the collaboration under the Agreement shall be in the manner as agreed between the parties under the work orders raised under the Agreement.
- b. It is agreed upon that, the payment towards the collaboration shall be made by Reliance as per the terms agreed between the parties.

6. Rights And Obligations Of Parties

6.1 Obligations of Partner:

- a. The Partner shall ensure successful implementation of the objectives of the collaboration agreed under the Agreement.
- b. The Partner shall work in consultation of Reliance before initiating any steps/activities under the Agreement.
- c. Partner shall maintain all the records and entries with respect to all the activities undertaken under the Agreement.
- d. DAIICT shall share a half-yearly report showing details of all the activities undertaken by it under the Agreement .

6.2 Obligations of Reliance:

- a. Reliance shall provide funds to the Partner towards the collaboration as a part of its CSR endeavour.
- b. The partnership will be administered and monitored by CSR Division of Reliance.
- c. Reliance shall provide the necessary support towards successful implementation of the objectives envisaged and agreed herein.
- d. Reliance at its sole discretion shall have the right to audit the records of the Partner to inspect or verify the activities undertaken by the Partner under the Agreement.

7. Representations & Warranties: Each Party hereby represents and warrants to the other;

- a. It has full authority to enter into this Agreement and its representatives are duly empowered and authorized to execute this Agreement and to perform all its obligations in accordance with the Applicable Laws and terms herein.
- b. It has all statutory and other authorizations, licenses and consents necessary to legally execute and perform its obligations under the Agreement and shall continue to have all such authorizations, licenses and consents during the entire tenure of the Agreement or any extension thereof, if any.

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- c. It shall not use or exploit the name and goodwill of each other for their business excepting for the purpose of this Agreement;

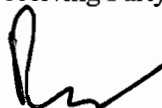
8. Indemnity

- a. Partner hereby agrees to indemnify, defend and hold harmless Reliance and its directors, officers, employees, advisors and agent at all time from all liabilities, losses, claims, damage, costs, expenses, which may be made on or instituted against or caused to or suffered or incurred by Reliance , arising out of (i) non observance of the terms and conditions of the Agreement, (ii) act of negligence or omission of Partner or its volunteer (ii) breach of any representations and warranties, or (iii) breach of any Applicable Law.
- b. In no event, Reliance shall be liable under this Agreement to the Partner for any consequential, special, indirect, exemplary or incidental damages and/or loss of goodwill or revenue of suffered by the Partner under this Agreement whether or not such damages are foreseeable.

9. Confidentiality

- a. In connection with this Agreement, the Parties may exchange any and all information nature (the "Confidential Information") in written, representational, electronic, verbal or the form relating directly or indirectly to the present or potential business, operation, or financial condition of or relating to the disclosing party (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature. Each Party agrees that during the Term of this Agreement it will: (i) only disclose Confidential Information to its employees, officers, directors, agents and contractors (collectively "Representatives") on a need to know basis, provided, the receiving Party ensures that such Representatives are aware of and comply with the obligations of confidentiality prior to such disclosure; (ii) not disclose any Confidential Information to any third party without the prior written consent of the disclosing Party. Provided that the aforesaid shall not be applicable and shall impose no obligation on a Party with respect to any portion of confidential information which was either at the time received or which thereafter becomes, through no act or failure on the part of such Party, generally known or available to the public; and/or has been disclosed pursuant to the requirements of any statute/ law or a court/ tribunal order.
- b. The foregoing obligations shall not apply to any information that (i) is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the receiving Party; (ii) was known to the receiving Party prior to disclosure by the disclosing Party as proven by the reasonable contemporaneous written records of the receiving Party;(iii) is disclosed to the receiving Party by a third party who did not obtain

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such Information, directly or indirectly, from the disclosing Party subject to any confidentiality obligation; (iv) is at any time independently developed by the receiving Party as proven by its reasonable contemporaneous written records; (v) is expressly authorized in writing by the disclosing Party; or (vi) is required by law, court order, a governmental agency or the rules of an applicable stock exchange to be disclosed (in which case the receiving Party will give the disclosing Party as much notice thereof as reasonably practicable and which will be done subject to confidentiality protection to the extent reasonably available).

- c. The obligations of each party hereunder will continue and be binding irrespective of whether the discussion between the Parties materialise into a specific understanding/business relationship or not and for a further period of two (2) years after termination /expiry of the Agreement.

10. Intellectual Property Rights

- a. Parties shall not use the trademarks, proprietary and/or brand names and logos of the other Party in any manner whatsoever without the prior written consent of the other Party, and except as agreed between the Parties under this Agreement.
- b. Parties shall retain all right, title and interest to its Intellectual Property Rights. Nothing herein shall constitute an agreement to transfer or license or to grant any design rights, trademark rights and/or any other Intellectual Property Rights of either Party to the other Party.
- c. Upon termination of this Agreement, the Parties to this Agreement shall forthwith cease to use all intellectual property belonging to the other Party, as were permitted to be used for the purpose of this Agreement.

11. Force Majeure Event :

Notwithstanding anything contained in this Agreement, neither Party shall be held liable for any default or delay in performance of any obligation under this Agreement on account of any reason beyond its reasonable control, including the occurrence of a Force Majeure Event. Non-performance on account of Force Majeure Event shall not be deemed to constitute a breach of this Agreement. Non-performance on account of aforesaid reasons shall not be deemed to constitute a breach of this Agreement. The Party invoking this Clause shall give the other Party notice and full particulars of such Force Majeure Event as soon as possible after the occurrence of the cause upon which the said Party is relying if the Force Majeure Event continues for a period of 15 (fifteen) days, then the Parties shall meet to discuss the further action.

12. TERMINATION

- a. Reliance shall have the right to terminate this Agreement without assigning any reason by giving a notice of 30 days (thirty days).
- b. Either party may terminate this Agreement immediately if, the other Party (defaulting party) commits a breach of any material terms or conditions/obligations of this Agreement and if such material breach is not cured by the defaulting party within 30 (thirty) days from the date of receipt of notice from the non-defaulting party.

13. CONSEQUENCES UPON TERMINATION

Upon termination of this Agreement, Partner shall immediately cease to promote the Scholarship Scheme and shall immediately return all the materials, manual/documents provided by Reliance to the Partner pursuant to this Agreement.

14. GOVERNING LAW AND JURISDICTION

The Agreement shall be governed by and construed and enforced in accordance with the laws of India, and shall be binding upon the Parties hereto in India and subject to clause 15 below, the Courts of Mumbai shall have exclusive jurisdiction.

15. DISPUTE RESOLUTION

Any dispute, differences, claim or question of interpretation of any nature arising between the Parties with respect to this Agreement as to the respective rights, claims, liabilities and obligations under this Agreement, including any question regarding its existence, validity or termination which is not resolved by amicable settlement shall be settled by the Parties in mutual consultation. If for any reason such disputes cannot be resolved amicably by the Parties, disputes shall be referred to and finally resolved by arbitration conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 ("said Act") or any statutory amendment thereto of the same and the rules framed hereunder. The venue of such proceedings shall be at Mumbai and the language of arbitration shall be in English.

Each Party shall appoint one arbitrator and the two arbitrators so appointed shall appoint third arbitrator who shall act as presiding arbitrator. The decision of the arbitrator's panel shall be final and binding on both. The award passed by the arbitration panel shall be final and binding on both the Parties. Each Party shall bear their respective cost with respect to the arbitration proceeding.

16. RELATIONSHIP

The Parties shall remain independent of each other and nothing herein shall be construed to create a partnership, agency or joint venture between the Parties. Each Party shall be responsible for wages, hours and conditions of employment of its personnel during the term of, and under, this Agreement. No Party shall have the power to bind the other in any contract entered into by it with any Party whatsoever for any reason whatsoever, except as specifically mentioned. The relationship of Partner and Reliance as described in this Agreement is strictly that of independent entities and on a principal-to-principal basis. Nothing contained in this Agreement will be deemed to create a joint venture, legal partnership, an association of persons, trust, agency, or similar relationship between the Parties. Neither party shall have the right to enter into any Agreement in all the dealings pursuant hereto, neither Party will for any purpose be treated as the agent or a representative of the other or have any authority to bind the other in any manner.

17. NOTICES:

Any notice, request, consent, waiver, or other communication required hereunder shall be effective only if it is in writing and shall be deemed to have been received by the Party to which it is sent;

- i. upon delivery when delivered by hand;
- ii. three days after being sent, if sent with all delivery expenses prepaid, by an express courier with a reliable system for tracking delivery;
- iii. when transmitted, if sent by confirmed facsimile, or
- iv. three (3) days after the date of despatch, if sent under certificate of posting or by registered mail, postage prepaid, return receipt requested, to the addresses specified below, unless a Party has previously notified the other Party in writing of a change of that address;
- v. Upon delivery by email on the same day;

Notice shall be given to:

For Reliance Communications Limited

Name: Mr. Amit Das
Designation: President & CHRO
Address: DAKC, KoparKhairne,
Navi Mumbai

Fax:

Email: amit.das@relianceada.com

For Dhirubhai Ambani Institute of Information and Communication Technology

Name: Prof R Nagaraj
Designation: Director
Address: DA-IICT, Near
Indroda Circle,
Gandhinagar 382007, Gujarat.
Fax: 079-30520010

Email: nagaraj_ramrao@daiict.ac.in

18. ASSIGNMENT

Neither Party shall assign any rights or obligations under this Agreement without the prior written consent of the other Party. However, Reliance may assign this Agreement to its Affiliates under intimation to the Partner.

19. MISCELLANEOUS

- a. Should any clause, sentence, provision, paragraph, or part of this Agreement, for any reason whatsoever, be adjudged by any court of competent jurisdiction, or by held by any other competent government authority having jurisdiction over the Parties to be invalid, unenforceable or illegal, such judgment or holding shall not effect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the clause, sentence, provision, paragraph or part of this Agreement directly involved in the matter, controversy or proceeding in which such judgment or holding shall have been rendered, and the remainder of this Agreement shall remain in full force and effect.
- b. This Agreement expresses fully the understanding between the Parties and all prior understandings, representations, Agreements, licenses or agreements, oral or written, are





hereby cancelled. The terms or provisions of this Agreement may be modified, amended, supplemented, waived, or discharged, only in writing signed by the parties hereto.

- c. This Agreement will bind the successors and assigns of both the Parties.
- d. This Agreement may be amended only by an instrument in writing signed by duly authorized representatives of both the Parties.
- e. No waiver by a Party of a failure or failure by the other Party to perform any provision of this Agreement shall operate or be construed as a waiver in respect of any other or further failure whether of a like or different character.
- f. This Agreement may be entered into in two or more counterparts each of which, when executed and delivered, shall be an original, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have set their respective hands on the day, month and year first hereinabove written.

Signed and delivered for and on behalf of

Reliance Communications Limited



.....
Authorized Signatory

Name: Amit Das

Title: President & CHRO

Signed and delivered for and on behalf of

**Dhirubhai Ambani Institute of
Information and Communication
Technology**



.....
Authorized Signatory

Name: Prof. R Nagaraj

Title: Director

SCHEDULE - 1

SCOPE OF WORK

Phase 1: Setting up a high end Computational Science Laboratory.

Phase 2: Creating a qualified resource pool including the Chair to lead the research activities and support creation of a pool of trained youth in India.

Terms of institution of the Chair:

1. The objective of the Chair is to lead the computational science education and research activities at DAIICT.
2. The Chair will be held by a senior accomplished Computational Science Scientist, seen as a leader in the field appointed at the rank of Professor.
3. The appointee will normally be in the age group of 55-65 years. However, the upper age can be relaxed if a highly accomplished Scientist is selected.
4. The tenure of the Chair will be for 3 years.
5. The Chair will carry out two broad tasks:
 - See the development of the new B.Tech Computational Science Program, now in its second year to a greater maturity.
 - Develop research activities in the Computational Science area.
 - Contribute by mentoring young faculty and students.
6. Apart from the above the Chair will contribute by his own research work.



SCHEDULE -2
CONSIDERATION AND PAYMENT TERMS

- I. Phase – 1 :** RCOM shall support setting up of a Computational Science Laboratory by extending priority level 1 infrastructure which may include, Computer and Master nodes, software and other the key elements for setting a Laboratory.

Phase 1: FY 2014-15 (one year) as per the work order raised by the Partner.

- II. Phase 2 :** The Chair would be identified and handpicked to lead the Computational Science based activities. It would include support for Chair and two Research Associates/Doctoral Scholars/Post-Doctoral Scholars. The responsibility of the same shall lie with DAIICT and one of the members of the Board of Governors from Reliance in DA-IICT Board will be invited to serve as a member of the Selection Committee of the Chair.

Phase 2: FY 2015-16, 2016-2017 and 2017-2018 (3 years) as per the work order raised by the Partner.

- III.** The payment to DAIICT shall be done on a quarterly basis on raising invoices for the same from DAIICT.

- IV.** The payments as outlined aforesaid shall be made by Reliance by way of Demand Draft drawn in favour of 'DA-IICT' payable at Ahmedabad or by mail transfer to a designated Bank Account, details of which shall be provided separately.

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RCOM Chair Professor in Computational Sciences

Setting the Mandate:

1. DAIICT has been one of the few institutions in India to introduce a unique 4-year program in Computational Sciences(CS) leading to Degree in Bachelor of Technology in India.
2. In contrast to the traditional theoretical and experimental disciplines, the CS program aims to create trained qualified resource on CS in India and also provide substantial training and exposure to the students towards the usage of computing for scientific problems.
3. The CS platform requires massive calculations and is often executed on high performance computing backbone consisting of supercomputers. It calls for high end resources including computer labs and visionary to lead the same.

The Agreement:

1. **Term: 4 years starting FY 14-15**
2. **The Chair in Computational Sciences would have 2 components:**

Phase 1: Setting up a high end Computational Science Lab. This would be the first year i.e. FY 14-15 only. Financials: Rs. 20 Lakhs

Phase 2: Creating a qualified resource pool including the Chair to lead the Research activities and support creation of a pool of trained Youth in India. For FY 15-16; FY 16-17 and FY 17-18. Financials: Rs. 30 lakhs per year for the next 3 years.

The **Payouts** to DAIICT shall be done on a Quarterly basis on raising invoices for the same from DAIICT.

3. **About the Chair and its Role:**

The objective of the RCOM Chair is to lead the CS education and research activities at DAIICT. The Chair will be held by a senior accomplished computational scientist, seen as a leader in the field appointed at the rank of Professor. The appointee will be in the age group of 55-65 years. The tenure of the Chair will be for 3 years. The Chair will carry out two broad tasks:

- See the development of the new B.Tech CS program, now in its 2nd year to a greater maturity.
- Develop research activities in the CS area.
- Contribute by mentoring young faculty and students.
- Apart from the above the Chair will contribute by his own research work.

Reporting: DAIICT shall share a semester wise report on activities undertaken at their end on the said mandate with the designated authority.

RCOM Chair Professor in Computational Sciences

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