

MEMORANDUM OF UNDERSTANDING
BETWEEN

IIIT, Srikakulam
S.M.Puram, Etcherla, RGUKT – AP
PIN: 532 402

AND

Telecommunications Consultants India Limited
(A Government of India Enterprise)
TCIL Bhawan
Greater Kailash – I,
New Delhi - 110048



[Signature]
19/5/18
DIRECTOR
IIIT SRIKAKULAM, RGUKT AP

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (MOU) is made at on date..... *Head office - RGUKT, 19/05* of 2018

BETWEEN

“**IIIT-Srikakulam, S.M.Puram, Etcherla**, AP - 532 402 (herein referred to as a ‘IIIT’ which expression shall unless repugnant to the context include its successors in the business administrators and permitted assigns) of the one part.

AND

The **Telecommunications Consultants India Ltd.**, a company registered under Companies Act 1956, having its Corporate office at TCIL Bhawan, Greater Kailash – I, New Delhi – 110048 (which expression should unless repugnant to the context or meaning thereof include its successor and permitted assigns) hereinafter called ‘TCIL’ of the other part

WHEREAS TCIL, Government of India Enterprise, is a leading company in Telecommunications and Information Technology and has to its credit successful execution of many IT and networking projects in India and abroad.

WHEREAS “**IIIT-Srikakulam, S.M.Puram, Etcherla** is an institute providing education in the core areas of Information Technology.

Now, in consideration of the respective covenants and undertaking herein, the parties hereto agree as follows:

OBJECTIVE OF THE COOPERATION

1. (a) AREAS OF COOPERATION

TCIL has discussed with IIIT – Srikakulam, Government of AP, various areas of co-operation wherein TCIL can offer ICT services, design and implement customized solutions and support these services as a Project Management Consultant. The following areas have been identified

- 1.1 Provision and delivery of high capacity/ bulk Internet bandwidth as per the requirement of IIIT - Srikakulam.
- 1.2 Design, Build, manage and transfer a resilient and scalable TCP/IP Data network for the IIIT - Srikakulam Campus with Controller based Wi-Fi hotspots as per the requirement and approved plan under specified service level agreement by IIIT – Srikakulam
- 1.3 Design and build a high speed campus LAN on Optic Fibre access network with associated electronics connecting various departments and Lab infrastructure.



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- 1.4 Providing fiber backbone between the two campuses of IIIT–Srikakulam situated at 21st Century Gurukulam campus and Mitra Engineering College.
- 1.5 Provide LAN/WAN/SERVERS/WIFI/Audio & Video equipment along with required active and passive components as per institute requirements.

1 (b) IMPLEMENTATION PLAN

- 1.6 Implementation Plan will be formulated for each cooperative activity established under this MoU. The Implementation Plan will include detailed items for implementing the activity and will cover the ways and means to implement the project such as: technical scope, use of facilities and equipment, sharing of resources including costs, project schedule, management of collaboration, and exchange of scientific and/or technical information and its dissemination. Each Implementation Plan is subject to applicable review and approval procedures of the Participants.

2 GENERAL CONDITIONS

- 2.1 Compliance of all statutory laws of land including those of Central, State and local Authorities concerned, applicable on date or in future, for the operation of services or businesses of IIIT, will be the responsibility of IIIT and TCIL in no way shall be answerable or liable or responsible to any suits, litigations or penalties arising out of violation of any such laws.
- 2.2 TCIL is solely responsible for the safety and welfare of the persons engaged for the purpose of execution at the IIIT premises. The IIIT has no liability in this regard.
- 2.3 IIIT shall obtain all statutory/ non-statutory and administrative approvals required in connection with operation of their business & provide a certified copy to TCIL.
- 2.4 IIIT shall pay to TCIL any operational expenses not covered and anticipated above but forthcoming in the course of the period of the MOU, on mutually agreed transparent basis.
- 2.5 Admin user credentials of all active components should be under control of IIIT - Srikakulam.
- 2.6 TCIL should provide adequate training on all active components such as routers, fire walls, switches etc. to technical staff, IIIT - Srikakulam.
- 2.7 TCIL should handover/ submit all the Technical documents such as backups, campus network diagram & flow charts etc. as and when requested by the IIIT.
- 2.8 TCIL should submit the details of third party MoUs, sub contracts with registered clients to IIIT - Srikakulam.
- 2.9 The project will be implemented in a phased manner. IIIT and TCIL will enter into an agreement for each work/project and adhere to a mutually agreed timeline specified in the agreement entered into for each work/project.
- 2.10 The TCIL shall execute the works on deposit work basis on behalf of IIIT. The IIIT will issue a letter of intent for initiating a specific work.




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3 FINANCIAL REGULATIONS AND ADMINISTRATIVE SUPPORT

- 3.1 The IIIT shall be responsible for release of funds and implementation charges in time to TCIL in proportion to the progress of work towards payment of bills in time to the agency. No advance payment shall be released to the agency.
- 3.2 No financial obligations on either Participant are implied by this MoU. In line with the principle of equality and reciprocity, each Participant will normally cover its own costs in carrying out cooperative projects, unless specific financing becomes available for selected projects of mutual interests.
- 3.3 In the implementation of cooperative activities under this MoU, each Participant will make efforts to support the other Participant to complete administrative and legal procedure and requirements.

4 PROFESSIONAL CHARGES

Project Management Consultancy charges payable by IIIT to TCIL shall be 8% of the total project cost. All the taxes will be paid extra as applicable including any increase in taxes at any time or actual basis.

Project Cost shall be including but not limited to cost of material, services, warranty, AMC, license fee etc. for the turnkey execution of the project requirements of IIIT.

The Payment terms will be on case to case basis. Payment to vendors/ contractors will be made after realization of payment from IIIT.

5 PERIOD OF THE MOU

This period of the MoU will be for an initial period of two years from the date of signing of this period of the MoU and shall thereafter can be renewed for further for a period as desired by both the parties on mutual consent.

6 TERMINATION

Termination of the MoU shall be applicable for reasons those below:

6.1 TERMINATION FOR CONVENIENCE

Should any of the parties hereto consider termination this MoU for convenience or reasons Other than those note below Such termination can be done only after providing advance notice of 3 (three) months. However the party should provide knowledge transfer on total IT Infrastructure, to the concerned technical staff, IIIT – Srikakulam.

6.2 TERMINATION FOR DEFAULT

TCIL, without prejudice to its other rights at law or in equity, may terminate this Period of the MOU immediately and without notice if :




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- a) If IIIT is in default in the payment of any amount due hereunder and has failed to remedy such default within Thirty (30) days of receipt of written notice from TCIL.
- b) IIIT may terminate this Period of the MOU only if TCIL fails to perform and discharge its service obligations as set forth in the MoU. And such termination requires IIIT to communicate to TCIL in writing 30 days in advance and shall remain liable for paying to TCIL all recurring charges applicable for this notice period.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 Nothing contained in this Period of the MOU shall be construed to confer or be deemed to confer on one party any rights or license in the intellectual property of the other party.
- 7.2 Neither party will use the trade name and logo of the other party. No reference to the other party shall be made in the advertisement, self campaigns and publicity materials compiled by one party except with prior permission


8 NON EXCLUSIVITY

Nothing in this period of the MOU shall mean that either party is anytime precluded from having similar arrangements with a third person/party subject to maintaining confidentiality provisions of this period of the MOU.

9 NON-DISCLOSURE CLAUSE:

- 9.1 Such confidential information that which by its nature it is obvious to the party receiving it is confidential or proprietary, the receiving party agrees to treat the same as strictly confidential and shall not divulge, directly or indirectly, to any other person, firm corporation, association or entity, for any purpose whatsoever, the confidential information so received by it and shall not make use of or copy such confidential information, except for the purpose of this contract. Such confidential information may be disclosed by the party receiving it only to such of the employees, consultant, advisers and sub-contractors of the receiving party who reasonably require access to such information for the purpose for which it was disclosed and who have secrecy obligations to the receiving party. The commitment shall impose no obligation upon either party with respect to any portion of such information that was known to the receiving party prior to its receipt from the other party; is known or which (through no act or failure on the part of the receiving party) becomes generally known ; or
 - (i) Is supplied to receiving party by a third party which the receiving party in good faith believes is free to make such disclosure without restriction on disclosure.
 - (ii) Is disclosed by the disclosing party to a third party generally, without restriction on disclosure
 - (iii) Is independently developed by the receiving party without use of any confidential information provided by the disclosing party.




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10 LAW GOVERNING THE MOU:

This period of the MOU shall be governed by the Law of India.

11 FORCE MAJEURE

- 11.1 If during the period of the MOU, the performance in whole or in part, by other party, of any obligation under this is prevented or delayed by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENT) , provided notice of happenings of any such event is given by the affected party to the other, within twenty one (21) days from the date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this period of the MOU shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.
- 11.2 In the event of a Force Majeure, the affected party will be excused from performance during the existence of the force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than thirty (30) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this Period of the MOU. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

12 SETTLEMENT OF DISPUTE THROUGH GOOD FAITH NEGOTIATIONS AND ARBITRATION

- 12.1 The parties shall endeavor, in the first instance to resolve any dispute, disperiod of the MOU or difference arising out of or in connection with this Period of the MOU through Good Faith Negotiation.
- 12.2 For the purpose of conducting good faith negotiations, each party shall within 15 days of the commencement of the period of the MOU designate in writing to the other party a representative who shall be authorized to negotiate on its behalf with a view to resolving any dispute. Each such representative shall remain so authorized until his replacement has been designated in writing to the other party by the party he represents.
- 12.3 The dispute shall not be referred to Arbitration unless and until the provisions of this clause have been complied with.
- 12.4 The representative of the party which considers that a dispute has arisen shall give to the Representative of the other party, a written notice setting out the material particulars of the dispute in issue, in short a Dispute Notice shall be served upon by the representative of the party which considers that a dispute has arisen to the representative of the other party.




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12.5 Within thirty days, or such longer period as may be mutually agreed to, of the Dispute Notice, having been delivered to the other party, the representative of both parties shall meet in person at either of the registered office of the parties or at any designated place to attempt in good faith, and using their best endeavors at all times to resolve the dispute. Once the dispute is resolved, the terms of the settlement shall be reduced in writing and signed by the Representatives of the parties (the settlement).

12.6 Arbitration:

a) Any dispute, difference or controversy of whatever nature between the parties, howsoever arising under, out of or in relation to this agreement including disputes, if any. With regard to any acts, decision or opinion of both Party and so notified in writing by the other Party ("the dispute") shall in the first instance be attempted to be resolved amicably by conciliation in accordance with the procedure set forth under the Arbitration and Conciliation Act, 1996. For the purpose any dispute in clause 10, a reference to a "Party" shall mean the company on one hand and TCIL on the other hand. And the term "Parties" shall be construed accordingly. If the dispute is not amicably settled in accordance with the foregoing, either party may refer the dispute to Arbitration in accordance with the provisions clause (b) to (f) below.

b) Subject to the provisions of Clause (a) any dispute which is not resolved amicably shall be finally settled by arbitration as per the provision of Arbitration & Conciliation Act, 1996 and for any statutory modifications/ amendments thereof. The Arbitral Tribunal shall consist of three Arbitrators, one to be appointed by each party and third Arbitrator, who shall act as the presiding Arbitrator, shall be appointed by the two Arbitrators appointed by the parties.

c) The place of Arbitration shall be the city of VIJAYAWADA. By agreement of the parties the Arbitration hearings, if required, may be held elsewhere.

d) The request for Arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearing take place, English shall be language to be used in the hearings.

e) The Arbitrator shall give a written reasoned award. The parties agree that the decision or award resulting from Arbitration shall be final and binding upon the parties and shall be enforceable in accordance with provision of the Arbitration and Conciliation Act, 1996 and for any statutory modifications /amendments thereof.

f) Pending the submission of and/or decision on a Dispute and until the Arbitral award is published, the parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

13 ASSIGNMENT

Either party can assign their rights and obligations derived under this period of the MOU, in the event of any change in the respective constitution, with prior written intimation to the other party. This period of the MOU shall accrue to the benefit of and be binding upon parties hereto and any successor entity into which either party shall have merged or consolidated. All rights and obligations of either party shall be binding on their respective assignee or successor entities.




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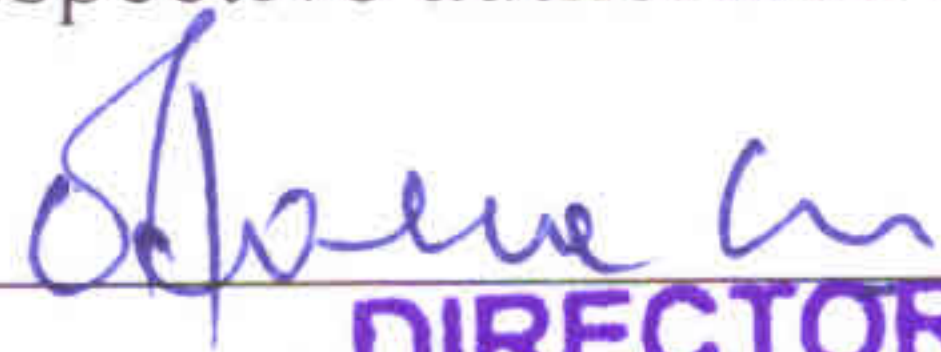
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14 NOTICES

Any notice or other communication required or permitted to be given between the parties under this period of the MOU shall be given in writing at the address that may be intimated from time to time.

IN WITNESS WHEREOF both Parties have caused these presents to be signed by their respective authorized signatories on the date and year first above written.



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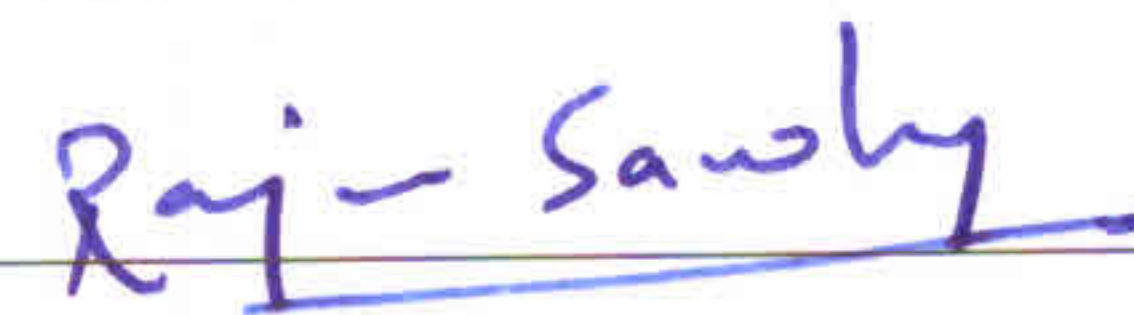
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For ETCHERLA (M), SRIKAKULAM (Dt.) A.P.

IIIT - Srikakulam, S.M.Puram,
Etcherla, RGUKT, AP.

Date: 19/5/18



RAJEEV SAWHNEY

For GGM (IT)
TELECOMMUNICATIONS
CONSULTANTS INDIA LTD.

Date: 19.5.18

