



त्रिपुरा त्रिपुरा TRIPURA

02AA 685378

## MEMORANDUM OF UNDERSTANDING



TRIPURA UNIVERSITY, SURYAMANINAGAR

AGARTALA: TRIPURA

*And*



Media and Entertainment Skill Council, New Delhi

*On*

Developing Skills of the Students of Tripura University

Date: 25<sup>th</sup> November, 2015 | Delhi | India



त्रिपुरा त्रिपुरा TRIPURA

02AA 685379

## Memorandum of Understanding

This Memorandum of Understanding (MoU) made and entered into on this 25<sup>th</sup> day of November in 2015 by and between the following two entities collectively referred to as "Parties" and each referred to individually as "Party".

**Tripura University, Suryamaninagar, Tripura** represented by the **Registrar**, Tripura University, Suryamaninagar (hereinafter referred to as "TU" which expression shall unless repugnant to the context or meaning thereof, include its successor in office and permitted assigns) on the FIRST PARTY

AND

**(MEDIA AND ENTERTAINMENT SKILLS COUNCIL)**

\_\_\_\_\_ represented by its Secretary, Leena Jaisani which expression shall MESC, unless repugnant to the context or meaning thereof, be deemed to mean and include the Institute's Secretariat created for implementation, executors and administrators of the SECOND PARTY.

**WHEREAS TU** Would be taking preliminary steps for the implementation of relevant programmes, mutually decided by both the parties, which would aim to enhance the employability of students of TU by equipping them with Industry / Business relevant skills.

AND WHEREAS, MESC through its Education & Skill Development initiatives will work closely with its members and Industry Associations to help improve the quality of the employable skills of the students of TU. In this regard, there are various short, medium and long term courses undertaken to meet this objective.



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Now it is hereby mutually agreed amongst both parties to this MoU and binds themselves to the terms and conditions enumerated in succeeding paragraphs:

**Roles: TU**

- To appoint and empowered committee to vet the courses and suggest suitable changes.
- Ensure monitoring of the courses and obtain feedback for the utility of the courses being offered.
- To arrange infrastructure at existing Institute premises or with industry partners to carry out training batches, thus enabling to utilize the existing infrastructure and other facilities present in the said premises.
- To mobilize the trainees/students.
- To assist for promotional support so as to publicize the initiative for skill development and to facilitate mobilization of trainees.
- To assist provision / augmentation of training equipment, on as required basis as per prevailing policy.
- To provide rent-free premises and infrastructure including land, building, workshop area and other amenities as required for setting up a model-training Centre at the institute's premises.

**Roles: MESC**

- To assist TU in aligning the curriculum with the identified Media and Entertainment qualification packs and national occupational standards for B.Voc and other Course Curriculum related to Media.
- To facilitate training of trainers and help in provisioning of Master Trainers from the industry, on as required basis.
- Develop industry linkages to enable the students to have practical training and skill development on the job.



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- d) To ensure quality of training delivery by adopting a stringent accreditation process for training service providers, assessments and certification of trainees.
- e) To conduct assessment and issue certification.

#### Financials:

The provision will be worked out mutually between the sector and TU once the academic matters are in progress. These provisions will be respected by both the parties after the same is finalized.

#### Duration / Term of the MoU:

- a) This MoU shall be valid for three (3) years from the date of it's entering into and may be mutually extended from time to time in writing by the parties.
- b) This Memorandum of Understanding is a document of good faith and Implementation of the MoU would be monitored on a six monthly basis.

#### Changes / Amendment:

No change can be made to this MoU without written consent and duly signed by all the parties. Additions, deletions and/or alterations to this MoU may be effected with the written agreement of all the parties to this MoU concerning the changes. Documents containing such additions, deletions and/or alterations and signed by all the Parties shall form addenda to this MoU, and be deemed to be part of this MoU.



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**Termination:**

The parties can terminate this MoU after serving 3 (three) months' notice in writing if there is failure/ breach of understanding or default by either party other than on force majeure grounds. At the time of termination neither party shall be liable to other hereunder or in relation hereto for more than the fees paid, including the amounts invoiced but not yet paid.

**Force Majeure:**

Neither party shall be liable to the other for failure or delay in the performance of any of its obligations under this MOU for the time and to the extent such failure or delay is caused due to acts of God, natural disaster, fire, floods, explosions or earthquake, epidemic or quarantine restrictions, serious accidents, war, insurrection or riots, strikes, legal necessity or labour troubles, or any other cause beyond the affected party's reasonable control, provided that sufficient notice of such occurrence of force majeure is communicated to the other party.

IN WITNESS WHEREOF all the parties hereto set their hands and signed the Memorandum of Understanding on the 26<sup>th</sup> day of November and year 2015.

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खिभूरा त्रिपुरा TRIPURA

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Media and Entertainment Skills Council	Tripura University
<p><i>Leena Jaisani</i></p> <p>Media and Entertainment Skills Council</p> <p>Witness:</p> <p>1. <i>Shankar Kumar P. Mgr.</i></p> <p>2. <i>Tanuja Chandra</i></p>	<p><i>O.S. Adhikari</i></p> <p>Shri O. S. Adhikari Registrar Tripura University, <b>(O.S. Adhikari, Registrar Tripura University</b></p> <p>Witness:</p> <p>1. <i>Anjan Mukherjee</i> Prof. Anjan Mukherjee Pro-Vice Chancellor Tripura University <b>(Prof. A. Mukherjee) Pro-Vice Chancellor Tripura University</b></p> <p>2. <i>R. K. Nath</i> Prof. R. K. Nath Coordinator B.Voc Programme Tripura University</p>



द्विपुरा त्रिपुरा TRIPURA

00AA 583887

## MEMORANDUM OF UNDERSTANDING

BETWEEN



DEPARTMENT OF MICROBIOLOGY, TRIPURA UNIVERSITY

Suryamaninagar, Tripura West-799022

AND



BIOSTADT INDIA LIMITED

Poonam chambers, 'A' wing, 6<sup>th</sup> Floor, Dr. Annie Besant  
Road, Worli, Mumbai - 400 018

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Rs.20

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RUPEES

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INDENTURE OF MEMORANDUM OF UNDERSTANDING (MOU) made this \_\_\_ day of  
May, 2016 at Tripura

**BETWEEN**

Microbiology Department, Tripura University, represented by its Registrar, having its chief office at  
Suryamaninagar, Tripura West-799022. (hereinafter referred to as 'TU', which expression unless  
repugnant to be context shall mean and include its representatives, administrator, successors in  
office, assign or assigns etc.) of the ONE PART.

**AND**

**M/S BIOSTADT INDIA LIMITED**, a company incorporated under the Companies Act 1956),  
having its registered and corporate office at Poonam Chambers, 'A' wing, 6<sup>th</sup> Floor, Dr. Annie  
Besant Road, Worli, Mumbai - 400 018 (hereinafer referred to as 'BIL' which expression unless  
repugnant to the context shall mean and include its representatives, administrator, successors in  
office, assign or assigns etc.) of the OTHER PART.

(herein after TU and BIL individually referred to as 'the Party' and collectively referred to as 'the  
Parties')



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WHEREAS,

- a) Microbiology Department is the Department of esteemed Tripura University, engaged in the studies in the field of Microbial Biotechnology, Biological Sciences and Environmental Sciences.
- b) BIL is engaged in research and development, manufacturing and marketing of various biotechnology and aquaculture products.
- c) TU and BIL have mutually discussed and decided to discuss and identify the new chemistry, technology or product in the field of environment and aquaculture and will also evaluate and decide the plan, modalities for the development of the same including sharing of their respective infrastructure and cost estimate for the mutual benefits that are permissible within the prevailing regulations of Acts, Statutes and Ordinance and financial means of the TU and the corresponding means of the BIL (herein after referred to as '**the Purpose**').
- d) Each Party possesses certain confidential proprietary information related to the Purpose;
- e) During the course of discussions between the Parties, it may become desirable or necessary for each Party to disclose or receive certain confidential proprietary information related to the Purpose; and the Parties desire to prevent the unauthorized use and disclosure of its confidential proprietary information.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein after set forth, TU and BIL agrees as follows:



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1. TU and BIL will mutually discuss and disclose certain information in relation to the said Purpose during the term of this MOU. To that effect, both the Parties shall enter into individual specific contract / MOU for the said specific chemistry / technology / product including affirmation, confirmation of each party rights and obligations and sharing of revenue therein.
2. TU and BIL shall expressly agree that all the discussion, information, materials and documents exchanged under this MOU shall be treated as 'Confidential' under the terms herein.
3. As per this MOU, Confidential Information shall mean any non-public or other proprietary information received by a Party ("Receiving Party") from the other Party ("Disclosing Party") in the course of discussion, negotiation for or during the term of this MOU that the Disclosing Party desires to protect as confidential, including, but not limited to, discoveries, ideas, concepts, know-how, techniques, designs, samples, software, specifications, drawings, blueprints, computer programs and documentation, proposals, patent, non-patent applications, business information, strategic and development plans, business manuals, marketing plans, technical or financial information whether conveyed as communications or data in oral, written, graphic, or electromagnetic form or otherwise, and all other information which may be disclosed by the Disclosing Party or to which the Receiving Party may be provided access by the Disclosing Party or others in accordance with this MOU, which is not generally available to the public.



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4. In consideration of being permitted to receive, review and evaluate the said Confidential Information, the Receiving Party shall undertake to the Disclosing Party that without the prior consent of the Disclosing Party, the Receiving Party will not disclose any Confidential Information which has been disclosed to the Receiving Party by or on behalf of the Receiving Party, in the course of the discussions.
5. During the term of this MOU and for a period of one (1) year from the date of receipt of the Confidential Information in the event this MOU is expired or terminated, each Party shall keep the Confidential Information confidential and use reasonable measures to restrict disclosure of the Confidential Information. Without limiting the generality of the foregoing, the Receiving Party shall:
  - (a) protect and safeguard the Confidential Information by using at least the same degree of care against unauthorized use, publication, or disclosure of Confidential Information as it uses to protect its own comparable confidential information but no less than a reasonable standard of care;
  - (b) not use the Confidential Information for any purpose other than the Purpose stated herein and the performance of its obligations under this MOU;



- बिपूरा त्रिपुरा TRIPURA
- (c) not directly or indirectly, in any way, reveal, reverse engineer, de-compile, disassemble, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the Disclosing Party in accordance with this MOU;
- (d) not to use any Confidential Information to unfairly compete or obtain unfair advantage *vis a vis* the Disclosing Party in any commercial activity which may be comparable to the commercial activity contemplated by the Parties in connection with the Purpose; and
- (e) not to disclose the Confidential Information to any person or entity, except in accordance with this MOU, without the prior written consent of the Disclosing Party.
6. For the purposes of this MOU, Confidential Information shall not include such information: which is or becomes public at the date of this MOU or any time thereafter other than through breach of this MOU by the Receiving Party or Recipient;
- (a) in lawful possession of the Receiving Party before disclosure by the Disclosing Party, as evidenced by written records;
- (b) that subsequently comes into the lawful possession of the Receiving Party with no obligation of confidentiality from a third party with the right to disclose such information;
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(c) is independently developed by the Receiving Party without breach of this MOU;  
or

(d) is required to be disclosed under applicable law or an order of governmental authority, stock exchange requirement or pursuant to a judicial order, or is approved for release by prior written consent from the Disclosing Party.

#### 7. No Other Rights

(a) Nothing contained in this MOU shall be construed as granting or conferring rights of license or otherwise in any of the Confidential Information.

(b) All Confidential Information shall continue to be owned by the Disclosing Party.

(c) All inventions, improvements, copyrightable works and designs relating to machines, methods, compositions, or products of the Disclosing Party directly or indirectly resulting from or relating to the Confidential Information and the right to market, use, license, and franchise the Confidential Information or the ideas, concepts, methods or practices embodied therein shall be the exclusive property of the Disclosing Party, and neither the Receiving Party nor its clients shall have right or title thereto.



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(d) The Disclosing Party provides Confidential Information solely on an "AS IS" basis, with no warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for particular purpose, or no infringement. The Disclosing Party shall not be liable to the Receiving Party for any indirect, consequential, special, punitive, or other non-actual damages of any kind or nature arising directly or indirectly from any of their obligations under this MOU.

#### 8. Term

This MOU shall become effective upon its execution by the Parties by the signing of each of the Parties through their authorized representatives and shall remain effective for period FIVE (5) years from the Effective Date hereof unless earlier terminated pursuant to the provisions hereof by prior 90 days written notice to the Other. This MOU may be extended by a written MOU between the Parties.

#### 9. Remedies

Notwithstanding anything to the contrary herein, the Disclosing Party shall be entitled to seek equitable and/or injunctive relief in any competent court of law to prevent or stop a violation of the terms and conditions contained herein.

#### 10. Governing Law; Dispute Resolution

This MOU shall be governed by and construed in accordance with the laws of India without giving effect to the conflict of laws principles thereof.



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Any and all disputes, controversies, or differences which may arise between the Parties, out of or in relation to or in connection with this MOU, or for the breach thereof, shall be finally settled through binding arbitration in Agartala in accordance with Arbitration and Reconciliation Act, 1996. The award rendered by the arbitrator shall be final and binding upon both Parties concerned. Notwithstanding, either Party may seek interim injunctive relief from a court of competent jurisdiction, which shall not be deemed as a waiver of any provision in this Article.

#### 11. General Provisions

Entire MOU. This MOU constitutes the entire MOU between the Parties and supersedes all other MOUs and representations made by either Party, whether written or oral, with respect to the subject matter hereof.

Amendment. This MOU can be modified only if necessary if such modification is in writing and signed by an authorized representative of each Party.

No Waiver. Unless expressly specified in this MOU, any act, failure to act, delay or omission on the part of either Party shall not constitute a waiver of any provision, right, power or privilege under this MOU nor shall such affect that Party's right to thereafter require performance of such or any other provision, right or obligation.



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Severability. If any term or provision of this MOU is determined to be illegal, unenforceable, or invalid in whole or in part for any reason by a court or arbitral tribunal of competent jurisdiction or other authority, such illegal, unenforceable or invalid provision or part(s) thereof shall be stricken from this MOU and such provision shall not affect the legality, validity or enforceability of the remaining terms or provisions of this MOU.

Assignment. Neither this MOU nor any rights and obligations hereunder shall be assigned or delegated by any Party without the prior written consent of the other Party. Subject to the preceding, this MOU shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, and no other persons are intended to be third party beneficiaries of this MOU. Notwithstanding anything contained herein, any attempt to make an assignment in violation of this provision shall be null and void.

Notices. All notices or other communications hereunder shall be in writing and shall be deemed given when delivered personally, transmitted by facsimile (as evidenced by a confirmation generated by the facsimile equipment that the transmission was successful) or delivered via an express courier service (as evidenced by a delivery confirmation by the express courier) to the Parties at the following addresses (or such other address for a Party as shall be specified by such Party by like notice):





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If to Department of Microbiology, on the above address  
to its Registrar,

Mr Q S Adhikari or to a person occupying the office of the Registrar.

If to Biostadt India Ltd. on the above address

to: Dr. Partha Bandhopadhyaya, Business Head (Aqua) or to a person occupying this position.

Intellectual Property Rights. Neither Party shall use the other Party's brands, names, logos, trademarks, service marks, copyrights, patents, designs, trade names, proprietary processes, tools, methodologies, software or hardware solutions or other intellectual property rights (individually and collectively "Intellectual Property") without the prior written consent of the other Party. No license, permit, assignment, or right of use in relation to any Intellectual Property belonging to either Party is granted to the other Party, expressly or by implication, unless otherwise agreed in writing by the Parties.

Relationship of Parties. The Parties are independent contractors to one another and neither Party shall have the authority to bind the other Party in any way. Nothing in this MOU shall be construed as granting either Party the right or authority to act as a representative, agent, employee or partner of the other Party except as expressly set forth herein.



IN WITNESS WHEREOF, the Parties have caused this MOU to be executed and delivered by their respective authorized representatives as of the Effective Date. COAA-577503

<p><i>Tripura University, Suryamaninagar, West Tripura</i></p>	<p><i>Biostadt India Limited Poonam chambers, 'A' wing, 6<sup>th</sup> Floor, Dr. Annie Besant Road, Worli, Mumbai - 400 018</i></p>
<p><i>[Signature]</i> ..... Sri O. S. Adhikari Registrar, Tripura University, Suryamaninagar, West Tripura</p>	<p><i>[Signature]</i> 04/05/2016 ..... Dr. Partha Bandhopadhyaya Business Head (Aqua)</p>
<p><i>[Signature]</i> 4/5/2016 ..... Dr. S. Ray Chaudhuri Head, Dept. of Microbiology Tripura University, Suryamaninagar, West Tripura</p>	
<p><b>Witness</b></p>	<p><b>Witness</b></p>
<p><i>[Signature]</i> ..... Prof. M. K. Singh, Dean Faculty of Science, Tripura University, Suryamaninagar, West Tripura</p>	
<p><i>[Signature]</i> 04/05/2016 ..... Dr. B. K. Sharma, Dept. of Microbiology, Tripura University, Suryamaninagar, West Tripura</p>	



त्रिपुरा TRIPURA MEMORANDUM OF UNDERSTANDING 685212

BETWEEN



**TRIPURA UNIVERSITY**

(A Central University)  
SURYAMANINAGAR-799022  
TRIPURA

AND



**RUBBER BOARD**

(MINISTRY OF COMMERCE & INDUSTRY,  
GOVERNMENT OF INDIA) RUBBER BOARD  
P.O. KOTTAYAM- 686009, KERALA

Date : 12<sup>th</sup> November, 2015, Tripura, India



त्रिपुरा त्रिपुरा TRIPURA Memorandum of Understanding  
Between  
**Tripura University**  
(A Central University),  
Suryamaninagar, Agartala  
Tripura - 799022

02AA 685211

And

**Rubber Board**  
(Ministry of Commerce and Industry,  
Government of India)  
Kottayam, Kerala- 686009

This Memorandum of Understanding (MoU) is executed on Twelve November, two thousand and fifteen between Tripura University (A Central University), H.Q. Suryamaninagar, Agartala (hereinafter referred to as TU), through its authorized representative, the Registrar, Tripura University, H.Q. Suryamaninagar, Tripura on one part

and

Rubber Board, Kottayam, Kerala  
Through its authorized representative, the Director (Research), Rubber Research Institute of India (hereinafter referred to as RRII), Kottayam, Kerala on the other part

#### 1. Preamble

The Tripura University, Suryamaninagar, established on 2nd October, 1987 and then was converted to Central University on 2nd July, 2007, is a promising Central Institute of Higher Learning with the aim to develop skill and value based human resource.

The Rubber Research Institute of India under the Rubber Board is a premier R&D Institute engaged in promoting research and development in production and processing of rubber and rubber products manufacturing activities in India. It was established in 1955 as the research department of the Rubber Board under the Ministry of Commerce and Industry, Government of India.



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## 2. Purpose and Objectives

The purpose of this MoU is to provide a platform of collaboration with specific objectives between TU and its satellite Centres and offices located in India and abroad (if any) and RRII including its offices in India as mentioned below:

- I. To establish a close linkage and functional coordination between TU and RRII
- II. To facilitate Academic Exchange in areas of mutual interests that relate to rubber, polymer sciences and social issues relating to rubber activities
- III. To engage in Research and Development collaboration
- IV. To facilitate creation/ development of new experimental and research training facilities through exchange of experts etc.
- V. To facilitate students, faculty members and researchers of TU for experimental works at RRII and vice versa in different areas
- VI. To facilitate mutual exchange of students, faculty and researchers for training and research activities (individual or jointly or in group) in mutually agreed areas
- VII. To facilitate the organization of conference/seminar, workshop/awareness program of national and international levels
- VIII. To assist each other in the organization and/or participation in national and international training programs, specialized exhibitions and similar events taking place in respective organizations
- IX. To assist TU in developing their academic and R&D programs related to rubber technology
- X. Any intellectual property (IP) arising out of the joint intellectual inputs between the parties in terms of publications, products or services will have to be shared between the parties after due negotiations at the appropriate times



### त्रिपुरा 3. Meeting the objectives

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To achieve the above objectives, RRII shall assist TU by providing qualified scientists for conducting theory and practical classes, examinations and evaluation, help develop research projects, set up R&D labs, jointly supervise R&D projects and research scholars, provide training to the students in RRII labs, assist TU in identifying suitable industries which can provide industrial training and internships to its students, advise TU in setting up startup enterprises etc. based on mutually agreed terms and conditions. "The expenditure including all travelling lodging or any other incidental expenses incurred by RRII in implementing the above objectives shall be met by Tripura University and there will not be any cost implications to RRII while implementing the provisions contained in this MoU. This MoU is to support the academic activities only and for specific collaborative R & D project, RRII reserves the right to fix the terms and conditions

### 4. Implementing of MoU

To facilitate implementing provisions of this MoU, there shall be an Executive Committee as follows:

- I Vice Chancellor of TU and Director, RRII
- II Two nominees of RRII
- III Three nominees of TU
- IV Two eminent persons from Industry

Nominated person may vary from meeting to meeting. Each organization shall decide its nominees as per the requirement of the meeting. Ordinarily, the meeting of the Committee usually shall be chaired by the hosting organization. However, if necessary, the chairman may be from the non-hosting organization based on mutual discussion

There shall be a Committee for development and printing of various study materials for the academic programs as follows.

- I Joint Editors cum Coordinator, one from each organization
- II Three experts from RRII
- III Three experts from TU
- IV Three experts from Industry



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#### 5. Period of validity and review of MoU

- I This MoU shall be effective for a period of five years commencing from the date of its signing and its continuance will be subject to review on the expiry of agreed period of five years
- II The MoU document shall be the joint property of both the organizations. The information of signing of MoU shall be uploaded in the website of both the organizations
- III Any dispute arising out of the arrangement of this MoU shall be settled by mutual discussion between TU and RRII
- IV If the parties fail to resolve such dispute (s) by mutual discussion, the dispute can be referred to an Arbitrator to be appointed with the consent of both the organizations
- V The decision of the Arbitrator shall be the binding upon both the organizations

TU and RRII have jointly signed/ executed this Memorandum of Understanding in two copies on date and year written above.

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Tripura University

Rubber Board


  
O. S. Adhikari 12/11/15  
Registrar  
Tripura University  
Suryamaninagar, Tripura  
Registrar  
Tripura University  
Suryamaninagar, Tripura West.

Dr. James Jacob  
Director (Research)  
RRII

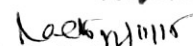


In the presence of

In the presence of

  
1. Prof. Anjan Mukherjee  
Pro-Vice Chancellor  
Tripura University  
(Prof. A. Mukherjee)  
Pro-Vice Chancellor  
Tripura University

1. J Chandrasenan Nair  
Jt. Rubber Production Commissioner  
NRETC, Rubber Board

  
2. Prof. R. K. Nath  
Coordinator, B.Voc Programme  
Tripura University

2. Sushil Kumar Dey  
Joint Director, Regional Research Station  
Rubber Board

Prof. R. K. Nath  
Coordinator  
B.Voc Programme  
Tripura University, Suryamaninagar.





द्विपुत्रा त्रिपुरा TRIPURA

02AA 605155

## MEMORANDUM OF UNDERSTANDING



TRIPURA UNIVERSITY, SURYAMANINAGAR

AGARTALA : TRIPURA

*And*



Rubber Skill Development Council, New Delhi

*On*

Developing Skills of the Students of Tripura University

Date: 30<sup>th</sup> September 2015, Tripura, India



बिभूरा त्रिपुरा TRIPURA

02AA 605156

## Memorandum of Understanding

This Memorandum of Understanding (MoU) made and entered into on this 30<sup>th</sup> day of September in 2015 by and between the following two entities collectively referred to as "Parties" and each referred to individually as "Party".

**Tripura University, Suryamaninagar, Tripura** represented by the **Registrar, Tripura University, Suryamaninagar** (hereinafter referred to as "TU" which expression shall unless repugnant to the context or meaning thereof, include its successor in office and permitted assigns) on the **FIRST PARTY**

AND

**RSDC** represented by its **Vinod Simmon, Chairman, RSDC** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the Institute's Secretariat created for implementation, executors and administrators of the **SECOND PARTY**.

**WHEREAS** TU Would be taking preliminary steps for the implementation of relevant programmes, mutually decided by both the parties, which would aim to enhance the employability of students of TU by equipping them with Industry / Business relevant skills.

**AND WHEREAS,** (RSDC) through its Education & Skill Development initiatives will work closely with its members and Industry Associations to help improve the quality of the employable skills of the students of TU. In this regard, there are various short, medium and long term courses undertaken to meet this objective.

Now it is hereby mutually agreed amongst both parties to this MoU and binds themselves to the terms and conditions enumerated in succeeding paragraphs:

**Roles: TU**

- To appoint and empowered committee to vet the courses and suggest suitable changes.
- Ensure monitoring of the courses and obtain feedback for the utility of the courses being offered.



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- c) To arrange infrastructure at existing Institute premises or use of infrastructure of RRII or with industry partners to carry out training batches, thus enabling to utilize the existing infrastructure and other facilities present in the said premises.
- d) To mobilize the trainees/students.
- e) To assist for promotional support so as to publicize the initiative for skill development and to facilitate mobilization of trainees.
- f) To assist provision / augmentation of training equipment, on as required basis as per prevailing policy.
- g) To provide rent-free premises and infrastructure including land, building, workshop area and other amenities as required for setting up a model-training Centre at the institute's premises.

**Roles: RSDC**

- a) To assist TU in aligning the curriculum with the identified Rubber Sector qualification packs and national occupational standards for B.Voc and other Course Curriculum related to Rubber.
- b) To facilitate training of trainers and help in provisioning of Master Trainers from the industry, on as required basis.
- c) Develop industry linkages to enable the students to have practical training and skill development on the job.
- d) To ensure quality of training delivery by adopting a stringent accreditation process for training service providers, assessments and certification of trainees.
- e) To conduct assessment and issue certification.

**Financials:**

The provision will be worked out mutually between the RSDC and TU once the academic matters are in progress. These provisions will be respected by both the parties after the same is finalized.

**Duration / Term of the MoU:**

- a) This MoU shall be valid for three (3) years from the date of it's entering into and may be mutually extended from time to time in writing by the parties.



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02AA 605158

- b) This Memorandum of Understanding is a document of good faith and Implementation of the MoU would be monitored on a six monthly basis.

**Change / Amendment:**

No change can be made to this MoU without written consent and duly signed by all the parties. Additions, deletions and/or alterations to this MoU may be effected with the written agreement of all the parties to this MoU concerning the changes. Documents containing such additions, deletions and/or alterations and signed by all the Parties shall form addenda to this MoU, and be deemed to be part of this MoU.

**Termination:**

The parties can terminate this MoU after serving 3 (three) months' notice in writing if there is failure/ breach of understanding or default by either party other than on force majeure grounds. At the time of termination neither party shall be liable to other hereunder or in relation hereto for more than the fees paid, including the amounts invoiced but not yet paid.

**Force Majeure:**

Neither party shall be liable to the other for failure or delay in the performance of any of its obligations under this MOU for the time and to the extent such failure or delay is caused due to acts of God, natural disaster, fire, floods, explosions or earthquake, epidemic or quarantine restrictions, serious accidents, war, insurrection or riots, strikes, legal necessity or labour troubles, or any other cause beyond the affected party's reasonable control, provided that sufficient notice of such occurrence of force majeure is communicated to the other party.

IN WITNESS WHEREOF all the parties hereto set their hands and signed the Memorandum of Understanding on the 30<sup>th</sup> day of September and year 2015.



बिपूरा त्रिपुरा TRIPURA

02AA 605159

Rubber Skill Development Council

Mr. Vinod Simmon  
Chairman  
Rubber Skills Development Council

Tripura University

Mr. O. S. Adhikari  
Registrar  
Tripura University, Suryamaninagar

**(O.S. Adhikari)**  
**Registrar**  
**Tripura University**

Witness:

1. Ms. Sheweni Nagpal  
Director,  
Training & Affiliation, RSDC

2. Mr. Prasenjit Dey  
Project Coordinator – NE States,  
RSDC

Witness :

1. Prof. Anjan Mukherjee  
Pro- Vice Chancellor  
Tripura University

**(Prof. A. Mukherjee)**  
**Pro-Vice Chancellor**  
**Tripura University**

2. Prof. R. K. Nath  
Coordinator, B.Voc Programme  
Tripura University

**Memorandum of Understanding**

**For**

**IRNSS Navigation Receiver Field Trial and Data Collection**

**Between**

**Space Applications Centre**

**Indian Space Research Organization**

**Department of Space, Government of India**

**Ahmedabad - 380015**

**And**



**Tripura University**

**(A Central University)**

**Suryamaninagar, Tripura West, Pin-799022**



This MOU is entered into on 15<sup>th</sup> day of September, 2016

BETWEEN

Space Applications Centre, Jodhpur Tekra, Ambawadi Vistar P.O., Ahmedabad, 380015, a centre of Indian Space Research Organization, Department of Space, Government Of India (hereinafter called "SAC" which expression shall where the context so admits include its successors and permitted assignees) of the one part,

AND

Department of physics, Tripura University (a Central University) having address at-P.O. Suryamaninagar, PIN-799022, P. S Amtali, District: West Tripura, State - Tripura, Country - India; established under the Tripura University Act, 2006 being represented by its REGISTRAR or Registrar designated (being empowered to do so).

Hereinafter in short called as "TU-Physics" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its legal representatives, successors, administrators and permitted assignees) of the Other Part.



## **1.0 Preamble:**

Whereas, Space Applications Centre (hereinafter referred to as "SAC" which expression shall where the context so admits include its successors and permitted assignees) of the one part and Department of Physics, Tripura University (hereinafter referred collectively to as "TU Parties" -which expression shall where the context so admits include their successors and permitted assignees) both being parties to this MoU;

And Whereas, SAC is involved in design and development of space-borne instruments for ISRO missions and development and operationalization of applications of space technology for national development. The applications cover communication, broadcasting, navigation, disaster monitoring, meteorology, oceanography, environment monitoring and natural resources survey. SAC designs and develops all the transponders for the INSAT and GSAT series of communication satellites and the optical and microwave sensors for IRS series of remote sensing satellites, Navigation payloads for IRNSS and GAGAN programme. Further, SAC develops the ground transmit/receive systems (earth stations/ ground terminals) and data/image processing systems;

And Whereas, Department of Physics Tripura University is one of the Academic Departments of Tripura University, offering academic programmes like Post graduate programme and Doctoral Programme in Physics. Research activities are also one of the vibrant day activities of the Department.

**2.0 Effective Date and Duration of MoU:** This MoU will be effective from the date of its signing and is valid for a duration 2 (Two) years from the date of signing. It may be extended further in writing based on mutual consent of the parties.





### **3.0 Scope of MoU:**

Scope of the MoU involves site identification, site preparation, and installation of the IRNSS receiver. IRNSS Navigation Data collection and analysis to be carried out on regular basis for verification and for other mutually agreed topics of research for both parties. Depending upon the requirement certain scientific experiments can be planned and executed within the overall MoU umbrella. With mutual consent, both the Parties can extend the period of data collection and observation locations (sites).

### **4.0 Methodology:**

4.1 Suitable site selection.

4.2 Installation and commissioning of IRNSS Receiver.

4.3 Continuous IRNSS and GPS data logging, analysis of the data

4.4 Transmission of IRNSS and GPS data to SAC as and when demanded by SAC.

Data transmission mechanism can be mutually worked out..

### **5.0 Deliverables:**

5.1 SAC deliverables { i, ii & iii through DATA PATTERNS (INDIA) Pvt. Ltd}

- i. IRNSS receiver and data processing systems as detailed in Annexure-1. (Delivery @ site).
- ii. Number of receiver units allocated as per SAC receiver Allocation committee's recommendation in view of your response to EOI for IRNSS Receiver deployment.
- iii. User and operations manual (Delivery @ site).
- iv. Format for Quarterly (every three months) status report.

## **5.2 Department of Physics - Tripura University deliverables**

- i. All necessary logistics so that IRNSS Receiver shall be established to collect positional data in raw and RINEX format received from IRNSS, GPS constellation with 1 sec update rate.
- ii. Send a Quarterly status Report on usage/performance of receiver to SAC in a prescribed format.
- iii. Send the Receiver data to SAC as and when asked for.

## **6.0 Guidelines on Receiver / Data Usage:**

The data are to be used strictly for internal research purpose only. The Receiver is for experimentation and field trials only and should not be used for any operational purpose. IRNSS constellation is evolving and has not been declared operational for Position Navigation and Time services. So the results/performance of IRNSS should be viewed in that context.

## **7.0 Responsibility of Each Party:**

SAC and Department of Physics, Tripura University, shall jointly work towards IRNSS system verification using data collected from IRNSS receivers. In addition, following are the specific responsibilities.

### **7.1 Department of Physics, Tripura University**

- 7.1.1 All the logistics support, site identification, site preparation, required for setting up of IRNSS Receiver will be provided by TU-Physics.
- 7.1.2 Installation of the IRNSS Receiver at the site will be carried out by DATA PATTERNS.
- 7.1.3 Utmost care to be taken in handling the IRNSS Receiver.
- 7.1.4 Send the Receiver Data to SAC when asked for.
- 7.1.5 Safety and security of the IRNSS Receiver.



7.1.6 IRNSS data reception, processing, archival to be done by TU-Physics.

**7.2 SAC:**

7.2.1 SAC will provide IRNSS Receiver Unit(s) and Receiver operation manual(s) on returnable basis (As detailed in Annexure-1).

7.2.2 SAC will provide technical assistance to TU-Physics in working out modalities of Data collection, data sharing, etc.

7.2.3 SAC will provide technical assistance to TU-Physics in proper operation and maintenance of IRNSS Receiver.

7.2.4 SAC will provide technical assistance to TU-Physics in identifying appropriate research areas considering capabilities of this Receiver.

**8.0 Project schedule:**

8.1 Selection of Suitable Site(s) within 10 days from the date of signing MoU by TU-Physics.

8.2 Installation and Commissioning of IRNSS Receiver by M/S DATA PATTERNS.

8.3 Regular data collection and analysis will be carried out for the duration of the MoU from the date of Installation and Commissioning of IRNSS Receiver

**9.0 Training:**

M/S DATA PATTERNS will provide necessary training and guidelines for site identification, receiver operations. SAC will provide guidelines for data collection, processing and data transfer.



## **10.0 Project Monitoring:**

10.1 SAC and TU-Physics shall identify focal person(s) who shall be responsible for organizational matters and interfacing for day to day operation, such as functioning of IRNSS Receiver, security etc. Each party shall pursue its independent research using data from these IRNSS Receiver, with mutual consultation.

10.2 A periodic Quarterly status report should be generated by TU-Physics regarding Receiver operations. A User meet to share results, experience will be held at SAC every six months.

## **11.0 Functionaries (Typically 2)**

Dr. Anirban Guha, (TU-Physics, Focal persons)

\_\_\_\_\_ (SAC Focal persons)

## **12.0 Confidentiality:**

12.1 During the tenure of MoU and thereafter both parties undertake on their behalf and on behalf of their employees/representatives to maintain strict confidentiality and prevent disclosure thereof of all the information and data exchanged/generated pertaining to this agreement. However, the data may be published and shared jointly for scientific publication after mutual consent in writing.

12.2 TU-Physics will not disclose any research result and Foreground information, generated out of or involving the data, its derivative or information thereof from the IRNSS Receiver established (at given site) as per terms of this MoU to any third party without seeking prior written permission.



### **13.0 Intellectual Property Rights :**

All the research results and foreground information as well as foreground Intellectual Property Rights, generated out of or involving the data, its derivative or information thereof, from IRNSS Receiver and sites established as per terms of this MoU whether or not legally protected, shall be owned by SAC. TU-Physics will be free to use such data for their internal R & D purposes with intimation to SAC.

Notwithstanding any provisions mentioned above or any future licensing agreements, SAC shall be deemed to have all rights including non-exclusive, irrecoverable and royalty-free license for the unlimited development and use of any and all Foreground information and Foreground Intellectual Property Rights, generated out of or involving the data, its derivative or information thereof, from the IRNSS Receiver established (at given site) as per terms of this MoU, whether or not legally protected, for the purposes of its own applications.

### **14.0 Change In Scope of Work:**

Any change in scope of work would be with mutual consent of both the parties in writing.

### **15.0 Modifications to MoU:**

**15.1** Any amendment or modifications of this MOU shall be in writing by both parties.

**15.2** The modifications/changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.



**16.0 Force Majeure:**

Neither party shall be held responsible for non-fulfillment of their respective obligation under this MoU due to circumstances beyond their control but not limited to war, flood, cyclones, riots, strikes etc. If such condition continues beyond six months, the parties shall then mutually decide about the future course of action. Either party shall intimate each other of any such event.

**17.0 Indemnity:**

TU-Physics shall exercise reasonable skill, care and diligence in the performance of this MoU activity and indemnify and keep indemnified SAC in respect of any loss, damage or claim howsoever arising out of related to breach of MoU, statutory duty or negligence by TU-Physics or its employees, agents or subcontractors in relation to the performance or otherwise of the services to be provided under this MoU.

**18.0 Termination of MoU:**

**18.1** During the validity of the MoU, if it is found that if the IRNSS system is not in use, misuse or due care is not taken, SAC has right to dismantle/uninstall the IRNSS Receiver established as per terms of this MoU with intimation to TU-Physics.

**18.2** Similarly if TU-Physics considers it necessary to dismantle the IRNSS Receiver established as per terms of this MoU for unavoidable reason at a given site, TU-Physics will try to provide an alternate site for the IRNSS observations and facilitate SAC to relocate IRNSS Receiver. If however, TU-Physics fails in providing such alternate, SAC will be free to dismantle/uninstall and remove the IRNSS Receiver established as per terms of this MoU along with accessories.



### 19.0 Arbitration:

In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably jointly by Director, SAC and Head of the Department, TU-Physics in consultation with the Registrar, T.U. As another mode of alternative dispute resolution, 'Mediation process' can also be initiated.

### 20.0 Jurisdiction: Ahmedabad shall be the jurisdiction.

In witness whereof, the parties hereto have signed this MOU on the 15/09/2016

*Tapan Misra*

(Shri TAPAN MISRA)

Director

Space Applications Centre (SAC)

Ahmedabad तपन मिश्रा / TAPAN MISRA  
निदेशक / Director  
सर्वप्रकाश प्रयोग केंद्र (इसरो)  
Space Applications Centre (ISRO)  
भारत सरकार / Government of India  
अहमदाबाद / Ahmedabad-380 015.

*O. S. Adhikari*

(O. S. ADHIKARI)

Registrar

Tripura University

Suryamaninagar

Tripura-799022

(O. S. Adhikari)  
Registrar  
Tripura University  
Suryamaninagar-799022

*Anuban Guha*

*Anjan Mukherjee*

2. Prof. Anjan Mukherjee

(Prof. A. Mukherjee)  
Pro-Vice Chancellor  
त्रिपुरा विश्वविद्यालय  
Tripura University

### Witnesses:

1. *J.R. Patel*  
(J.R. PATEL)  
Sci Eng SF  
SAC

3. *G.J. Doshi*  
G. J. Doshi  
SAC

4. Prof. Barin Kumar De

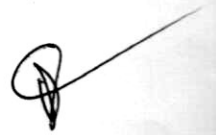
Department of Physics, TU

( DR. B.K. DE )  
Professor in Physics,  
Tripura University,  
(A Central University)

**Annexure-1**

**(Note : This List is only indicative in Nature)**

**List of deliverables for (1 set of) IRNSS/GPS/SBAS Receiver**

A handwritten signature or mark consisting of a stylized letter 'A' with a long horizontal line extending to the right.



Sl. No.	Item Description	Qty
1.	IRNSS/GPS/SBAS Receiver	1
2.	AC-DC Adapter	1
3.	DC-DC Adapter	1
4.	Antenna	1
5.	Antenna base plate	1
6.	Antenna mounting rod	1
7.	Battery	1
8.	Charger for battery	1
9.	TNC (M) to TNC (M), 15 m low-loss RF cable	1
10.	TNC (M) to TNC (M), 2 m low-loss RF cable	1
11.	SMA (M) to SMA (M), 2 m RF cable	2
12.	Cat5E Ethernet cable	1
13.	RS232-USB converter cable	1
14.	DC-DC adapter input cable	1
15.	DC-DC adapter output cable	1
16.	Battery to receiver power cable	1
17.	Car Cigarette connector to receiver power cable	1
18.	3 Pin AC power cable for charger	1
19.	User Guide	1
20.	CD containing GUI & other drivers	1
21.	M4 Allen key	1
22.	Adjustable Spanner	1
23.	M4 Allen screws with nuts for receiver	4
24.	M4 Allen screws with nuts for DC-DC adapter	4
25.	M4 Allen screws with nuts for antenna	4
26.	Carry Case	1



बिभूरा त्रिपुरा TRIPURA

00AA 583894

**Memorandum of Understanding  
Between**



**All India Rubber Industries Association  
Education Trust (AIRIA- ET)**

**And**



**Tripura University**

Date : 23<sup>rd</sup> day, September, 2016, at Delhi, India

# Memorandum of Understanding

This Memorandum of Understanding (MoU) made and entered into on this 23<sup>rd</sup> day of \_\_\_\_\_ September in 2016 by and between the following two entities collectively referred to as "Parties" and each referred to individually as "Party".

**ALL INDIA RUBBER INDUSTRIES ASSOCIATION EDUCATION TRUST** having its registered address at: 601, Pramukh Plaza, B Wing, 485, Cardinal Gracious Road, Chakala, Anderi (East), Mumbai, State- Maharashtra, Country- India; established under the \_\_\_\_\_ (being represented by its designated person, Shri/ Smt. \_\_\_\_\_ (authority ??? vide \_\_\_\_\_ No. \_\_\_\_\_ dated- \_\_\_\_\_) of one part.

.....hereinafter in short called as "**(AIRIA -ET)**" **Party-A** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the legal representatives, successors-in-interest, administrators and permitted assignees) of the **one part**;

AND

**TRIPURA UNIVERSITY (a Central University)** having address at- P.O. Suryamaninagar, PIN-799022, P.S. Amtali, District: West Tripura, State- Tripura, Country- India; established under the Tripura University Act, 2006 being represented by it's REGISTRAR or Registrar designated (being empowered to do so).

.....hereinafter in short called as "**TU**" **Party-B** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its legal representatives, successors, administrators and permitted assignees) of the **other part**.

## **About All India Rubber Industries Association Education Trust (AIRIA- ET) – Party A**

The All India Rubber Industries Association (AIRIA) established in 1945 is the apex body of Indian Rubber industry. The registered office of the association is located at 601, Pramukh plaza, B Wing, 485, Cardinal Gracious Road, Chakala, Anderi (East), Mumbai. AIRIA established All India Rubber Industries Association Education Trust (AIRIA -ET) in 1989. The aim of AIRIA-ET is to extend assistance in any mode to Universities, Technical Institution for imparting training in Rubber Technology courses with a view to make available trained personnel at various levels to meet the demand of the rubber industries for manpower to accelerate the development of the rubber industries.

## **About Tripura University – Party B**

**Tripura University (TU)** would be taking preliminary steps for the implementation of relevant programmes, mutually decided by both the parties, which would aim to enhance the employability of students of TU by equipping them with Industry / Business relevant skills.

Now it is hereby mutually agreed amongst both parties to this MoU and binds themselves to the terms and conditions enumerated in succeeding paragraphs:

**I. The partners/ Parties have entered into this MoU because they:**

1. **RECOGNIZE** the mutual interest in the fields of rubber education, rubber skill training & development and dissemination of knowledge in rubber technology/ polymer science.
2. **RECOGNIZE** the importance of AIRIA Education trust's role in promoting industry collaboration and increased contribution in the field of rubber technology.
3. **RECOGNIZE** the importance of the Rubber Industry Partner within its field of expertise.

**II. This MoU will enable the parties to:**

**FOSTER** education, skill development and research collaboration between AIRIA education trust, institutions and rubber industry  
**SET** the ground for longer-term university-industry partnerships in the country  
**STRENGTHEN** the innovative capacities of local industries and advance industry-driven research and innovation in the field of rubber  
**PROVIDE** universities access to industrial environments for applied and problem-based research activities.

**III. The parties hereby agree to establish collaboration (MoU) according to terms and conditions set out in the articles following hereunder:**

- A. This MOU is not intended to, and does not create any right, benefit or trust, responsibility- substantive or procedural, enforceable by law or equity, by either party, (its officers, employees, or agents) against the other party- ( its officers, employees, or agents).

Nothing in this MOU obligates either party to commit or transfer any funds, assets, or other resources in support of projects or activities between the parties unless expressly stated in this agreement.

The Party-B institute agrees to submit outcomes of their joint collaboration to the Party-A (AIRIA-ET), whilst safeguarding their own copyright and any patents that may be produced by their collaboration.

The activities of this MOU must be carried out in accordance with appropriate laws and regulations existing in the country.

**B. SCOPE OF THE COLLABORATION**

The general purpose of this MOU is to facilitate rubber education, rubber skill development and research cooperation between the parties herein based upon the principles of mutual benefit and may include the following general cooperation areas:

**C. Roles and Responsibilities of AIRIA- ET**

1. Assistance to the students of TU for higher studies in the field of rubber technology;
2. AIRIA-ET will facilitate students of TU, undergoing Rubber Technology course, with the member industries where student shall get Industrial Training;
3. To provide opportunities and assistance to the students of TU in member industries for placement of successful student.

#### **D. Roles and Responsibilities of Tripura University**

1. To provide all entitled amenities to students undergoing Rubber Technology course.
2. To Promote Rubber technology courses conducted by Tripura University (RSDC) - AIRIA in their promotional offerings through all the media channels.
3. To get necessary approvals, permissions and affiliations to run the rubber technology courses through the relevant Sector Skill Council (SSC) – RSDC.
4. Ensure that the programs are self supporting. Salaries, DA/TA, office expenses, supply of stationery and material, honorarium, etc will be met by the fees collected from students or from a general / special grant of MHRD/UGC or by the combination of both.
5. Onus of selection of students for admission on merit basis will be TU's (Party-B's) responsibility.

**IMPORTANT NOTE:** For rubber education and rubber skill development training Party-B must apply to \_\_\_\_\_ (RSDC) being the Sector Skill Council (SSC) for rubber education and skill training to be their affiliated partner.

#### **E. Outcomes:**

This joint venture will help-

1. The youth and/or existing work force in skill development related to rubber technology.
2. Getting certified in the skills through \_\_\_\_\_ (RSDC) making them employment ready/ employable.
3. In publications and obtaining of patents through collaborative research activities.
4. In Joint National/ International Conferences, Workshops, Seminars and Expo's.
5. In being an Academically Qualified Rubber Technologists.
6. The output will cater to the current gap of skilled and trained manpower in rubber technology at managerial/ supervisory and shop floor levels.

#### **F. Arbitration.**

If any dispute arises between the Parties hereto during the subsistence of this MoU or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this MoU or regarding a question, including but not limited to the question as to whether the termination of this MoU has been legitimate, the Parties hereto shall endeavour to settle such dispute amicably. In the case of failure by the Parties to resolve the dispute amicably within 30 days from the date when the dispute arose, the dispute shall be referred to arbitration of a sole arbitrator to be appointed by the Parties, or in case of disagreement as to the appointment of the sole arbitrator, to a panel of 3 arbitrators with each Party nominating one arbitrator, and the two (2) arbitrators so appointed shall nominate a third presiding arbitrator who shall act as the chairman of the

arbitral panel. The decision of the arbitrator(s) shall be final and binding on the Parties. The place of arbitration shall be Agartala. The arbitration proceeding shall be governed by the prevailing Arbitration and Conciliation Act. The proceedings of arbitration shall be in the English language.

#### G. Notices.

All notices given pursuant to this Mou shall be in writing and delivered to the Party to whom such notice is directed at the address specified below or electronic mail address as such party shall have designated by notice hereunder:

Party-B's: Tripura University, (Central University)  
Suryamaninagar, Tripura, Pin-799022

Party-A's: All India Rubber Industries Association (AIRIA)  
(Part A) Mumbai, Maharashtra (601, Parnakh Plaza, B wing, 485

F. Governing Law Cardinal Gracias Road, Chakla, Andheri, Mumbai)

This MoU shall be governed by and construed in accordance with the laws of India without giving effect to the conflict of laws principles thereof.

#### G. EFFECTIVE DATE AND SIGNATURE

This MOU shall be in effect upon the signature of AIRIA's and Tripura University authorised/ competent officials. It shall be in force from day of 23rd September December 2016 to day of 22nd September, December 2021 (A.D.).

Parties A and B indicate agreement with this MOU by their signatures.

Signatures and dates

[All India Rubber Industries Association]

PRESIDENT → ALL INDIA RUBBER  
INDUSTRIES ASSOCIATION

[Tripura University]

O. S. Adhikari (O. S. Adhikari)  
Registrar, TU Registrar  
Tripura University  
Suryamaninagar-799022

In Presence of

1.   
(Secretary General)  
SHASHANK KULKARNI

2.   
(Manager - Admin)  
SANDEEP SANYAL  
5

In Presence of

1.   
(प्रो. ए. मुखर्जी)  
Prof. A. Mukherjee)  
सम-कुलपति

2.   
Pro-Vice Chancellor  
त्रिपुरा विश्वविद्यालय  
Tripura University

(Prof. Anjan Kumar Ghosh)  
Vice-Chancellor,  
TRIPURA UNIVERSITY  
Suryamaninagar - 799022  
West Tripura.

23/9/16



खिन्नदा त्रिपुरा TRIPURA

00AA 687565

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**



**GANDHI INSTITUTE OF ENGINEERING AND  
TECHNOLOGY, GUNUPUR, RAYAGADA, ODISHA**

**AND**



**TRIPURA UNIVERSITY**

**SURYAMANINAGAR, TRIPURA**

**DATE : THE 2 DAY, NOVEMBER, 2016**

*Dr. Shaon B. Chaudhuri*  
Dr. Shaon B. Chaudhuri  
Associate Professor  
Department of Microbiology  
TRIPURA UNIVERSITY  
Suryamaninagar, Tripura - 799 022

*Dr. Shaon B. Chaudhuri*  
Chairman  
GIET, GUNUPUR





## PREAMBLE

Whereas GIET, is an Engineering Institute of the country with extensive industry interaction in the form of R&D activity. It also has extensive collaboration with reputed Institutes of the country. It is affiliated to Biju Patnaik University of Technology, Odisha. It has been accredited by NAAC, NBA as well as the approval of the AICTE. Furthermore DSIR (full name) has recognized GIET. Their activity details are available at [www.giet.edu](http://www.giet.edu).

Whereas TU has the research group of microbial technology having expertise in the field of microbial processes for environmental detoxification and sustenance. Their activity details are available at [www.tripurauniv.in](http://www.tripurauniv.in)

Now, in order to strengthen and further explore the mutual interests and expertise in respective areas of microbial technology, the two parties herein above agree to the following:

### **A. PERIOD OF MoU AND ITS EXTENSION**

This MoU comes into effect from the date of its signing and will remain in force for 60 (sixty) months. Its validity can be extended by mutual agreement in writing (executed by an authorised/competent representative of each party) between the parties.

### **B. SCOPE OF THE WORK**

The details of the work to be carried out under this project are as given below:

- 1) Microbial consortia development and characterisation for textile effluent treatment;
- 2) Consortia development, characterisation and testing for dephosphorisation of manganese ore;
- 3) Trial for bio-fertilizer formulations;
- 4) Student training & faculty training; and
- 5) Joint R&D proposal submission

### **C. Responsibility of GIET**

- 1) Providing travel and hospitality for field trial/training of students and faculty at GIET by faculty of TU.
- 2) Providing travel and local expenses during training /work at TU, Tripura for faculty & students of GIET.
- 3) Contacting industries for effluents and industry related problem updates.
- 4) Providing strains isolated at GIET for development of consortia and subsequent trials.

### **D. Responsibilities of TU**

- Providing training to GIET faculty and students (Post Graduate and above).
- Bearing expenses for the experiments to be carried out at TU in connection to the joint R&D work.
- Testing the efficiency of the consortia developed under this MoU for its applicability with real effluents.
- Carrying out bioreactor based trials for waste water treatment.

### **E. OUTCOME OF THE MoU:**

Annual activity report, covering a period of 12 months, at least one joint publication by the parties each year and at the end of two years a joint R&D project.

*DRG*  
2/11/2016

#### **F. FINANCIAL LIABILITIES:**

The expenditure to be incurred by the faculty of TU at GIET in connection with the field trial/training of students and faculty of GIET will be met by the GIET. The GIET will also take care of the travel and local expenses to be incurred by the faculty and students of GIET during training /work at TU. The expenditure involved in the scientific work to be carried out at TU would be met by TU. The scientific work is mentioned below:

- a) Conduct advance research and training at the pre doctoral and post doctoral level.
- b) Main focus of the University would be- research, development and teaching associated with a research atmosphere.
- c) Conduct advance courses in frontier area to enhance competence level of faculty and postgraduate students.

#### **G. KEY PERSONNEL FOR SUCCESSFUL IMPLEMENTATION OF THE MoU:**

The following key personnel will take utmost care for successful implementation of this MoU:

1. Dr. Shaon Ray Chaudhuri, Associate Professor, Dept. of Microbiology, TU, Tripura
2. Dr. Sangeeta Raut, Associate Professor, Department of Biotechnology, GIET, Gunupur, ODISHA

#### **H. INTELLECTUAL PROPERTY RIGHTS:**

The research outcome would be published jointly by the parties with the authorship decided mutually as per actual contribution. The selection of the journal would be made with the consent of both the research teams.

#### **I. MoU & ITS AMENDMENTS:**

This MoU shall be governed by and construed in accordance with the laws of India without giving effect to the conflict of laws principles thereof.

Any amendments in the MoU are required to be in writing (executed by an authorised/competent representative of each party) as mutually agreed upon.

#### **J. PERIODIC REVIEW COMMITTEE (PRC):**

The PRC consisting of three members to be nominated by heads of the respective institutes will review the progress of the work from time to time at the convenient place mutually agreed upon. Dean of the relevant faculty and a competent staff relating to the subject will be associated as invited members.

#### **K. ARBITRATION**

If any dispute arises between the Parties hereto during the subsistence of this MoU or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this MoU or regarding a question, including but not limited to the question as to whether the termination of this Agreement has been legitimate, the Parties hereto shall endeavour to settle such dispute amicably. In the case of failure by the Parties to resolve the dispute amicably within 30 days from the date when the dispute arose, the dispute shall be referred to arbitration of a panel of three Arbitrators (as mentioned *infra*), The decision of the panel of Arbitrator(s) shall be final and binding on the Parties. The place of

Dr. Shaon Ray Chaudhuri  
Professor  
2/11/2016

2/11/16

arbitration shall be Agartala, Tripura. The arbitration proceeding shall be governed by the prevailing Arbitration and Conciliation Act. The proceedings of arbitration shall be in the English language.

1. Presiding/ Chairman Arbitrator: Dr. Amit Ghosh, Former Director, Institute of Microbial Technology, Chandigarh & School of Biological Sciences, Indian Institute of Advanced Research, Gandhi Nagar, Gujarat; Emeritus Scientist, National Institute of Cholera and Enteric Diseases (ICMR);
2. Vice Chancellor, TU; and
3. Chairman, Gandhi Group of Institutions.

#### L. TERMINATION OF MoU:

Either of the organization can terminate the MoU at any time after three months written notice.

All notices given pursuant to this MoU shall be in writing and delivered to the Party to whom such notice is directed at the address specified below or electronic mail address as such party shall have designated by notice hereunder:

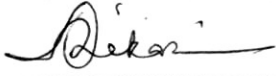

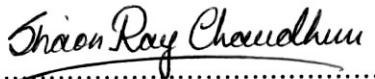
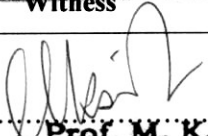

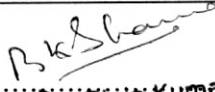
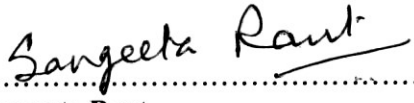
If to GIET : **Chairman, GIET** P.O.- Gunupur, PIN-765022, State- Odisha & e-mail ID: chairman@giet.edu

If to TU : **Registrar, TU** P.O. Suryamaninagar, PIN-799022, State- Tripura & e-mail ID: registrar@tripurauniv.in



2/11/16  
Chairman  
GIET, GUNUPUR

Signed this 2<sup>nd</sup> day of November, 2016.

<p>Tripura University, Suryamaninagar, West Tripura</p>	<p>Gandhi Institute of Engineering &amp; Technology, (GIET) Gunupur, Rayagada, Odisha</p>
<p> ..... <b>(O.S. Adhikari)</b> Sri O. S. Adhikari Registrar, Tripura University, Suryamaninagar, West Tripura</p>	<p> ..... <b>Dr. Satya Prakash Panda</b> Chairman, Gandhi Group of Institutions, Gunupur, Raygada, Odisha</p>
<p> 2/11/2016 ..... <b>Dr. S. Ray Chaudhuri</b> Head, Dept. of Microbiology Tripura University, Suryamaninagar, West Tripura</p>	<p>or</p> <p>..... <b>Dr. Chandradhwaj Panda</b> Secretary, Gandhi Group of Institutions, Gunupur, Rayagada, Odisha</p>
<p>Witness</p>	<p>Witness</p>
<p> ..... <b>Prof. M. K. SINGH</b> DEAN Dean Faculty of Science, Suryamaninagar, West Tripura</p>	<p> ..... <b>Dr. M. Muralidhara Rao</b> Principal, Gandhi Institute of Engineering &amp; Technology, Gunupur Principal GIET, GUNUPUR-765022 Dist Rayagada (Odisha)</p>
<p> ..... <b>Dr. B. K. Sharma</b> Assistant Professor Dept. of Microbiology, Tripura University, Suryamaninagar, West Tripura</p>	<p> ..... <b>Dr. Sangeeta Raut</b> Associate Professor, Gandhi Institute of Engineering &amp; Technology, Gunupur</p>

+

# Memorandum of Understanding (MoU)

between



## National Knowledge Network (NKN)

Government of India

Block-A, CGO Complex, Lodi Road, New Delhi-110003

And



## Tripura University

(A Central University)

Suryamaninagar, Tripura-799022

## MoU FOR SERVICES ON NATIONAL KNOWLEDGE NETWORK

This MoU (this "Agreement"), dated \_\_\_\_\_ is entered into by and among

### PARTIES TO THE MEMORANDUM

National Informatics Centre (NIC), Department of Information Technology, Ministry of Communication and Information Technology, Government of India at (Block-A, CGO Complex, Lodi Road, New Delhi-110003) which is the "Project Execution Agency (PEA)" for coordinating the implementation of National Knowledge Network (NKN) Project by the designated High Level Committee (HLC) on NKN.

AND

Tripura University, through to Registrar of Registrar designated with office at Suryamaninagar, West Tripura, Pin-799022. (hereinafter referred to as 'User')

RECITALS:

WHEREAS,

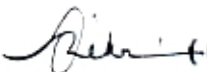
- a) NKN is a state of art Multi-Gigabit Pan-India network. It has been designed to ensure the highest level of availability, quality of service, and robust, secure and reliable connectivity for extending network based services.
- b) "Project Execution Agency (PEA)" is the implementing agency on behalf of NKN Project, till such time a Special Purpose Vehicle (SPV)/Successor is not established. Once the SPV/Successor is established then all the roles agreed for by "PEA" in this agreement shall be as it is, transferred to the SPV/Successor.
- c) Pursuant to the terms and conditions of this Agreement, User desires to obtain Right of Use in the NKN network, upon accepting the terms and conditions set forth in this Agreement.

NOW THEREFORE, the User desires to use / make certain services available via a connection to NKN and the Parties have agreed that those services be made available on the terms and conditions set out in this Agreement. In consideration of the matters recited, the commitments contained herein, and the purpose and scope, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. DEFINITIONS

The following terms shall have the definitions indicated. Capitalized terms not defined in this Agreement shall have the meaning ascribed to them in the Agreement.

- |   |                            |  |
|---|----------------------------|--|
| a | "Access Link"              | the access link and/or other equipment which is required to make the connection between the User's network and NKN;  |
| b | "Agreement"<br>from        | this agreement, including its Exhibits, as may be amended<br>time to time under Clause 24.2;   |
| c | "Clause"                   | a clause or sub-clause of this Agreement;  |
| d | "Connectivity"             | is the term used to describe the network based connectivity between the PEA and the User   |
| e | "Confidential Information" | all information (in whatever form) designated as such by the other Party together with such information which relates to the business affairs, networks, computer systems and installations, technology, developments, trade secrets, know-how, products, services or personnel of the other Party, or |

 (O. S. Adhikari )  
Registrar

**Tripura University**  
**Suryamaninagar-799022**

- users and Users (or potential users and Users) of the other Party's products or services, or information which may reasonably be regarded as the confidential information of the other Party;
- f "Fees" the fees payable by the User to NKN under this Agreement, as set out in Clause 5;
- g "Fiber Mile" means a linear mile of one strand of Lit Fiber, which length Shall be measured along the path of the cable route, and not by vertical and horizontal distance;
- h "Interruption" means any failure, interruption, impairment or degradation of the operation of the NKN Fibers that commercially impairs NKN's use of the Fiber between two adjacent PoPs (but not including any failure, interruption, impairment or degradation caused by User);
- i "Maintenance" shall mean Scheduled Maintenance;
- j "PoP" means a terminal facility (Point of Presence) used for origination/termination of traffic and shall not include sites used extensively for regeneration or amplification;
- k "Services" the services which the User is permitted to provide to Users On NKN pursuant to this Agreement, as may be amended in accordance with this Agreement;
- l "User" Organization/Establishment which shall have a NKN connection

Also,

- a) Clause headings are inserted in this Agreement for convenience only and they shall not be taken into account in the interpretation of this Agreement.
- b) The singular includes the plural and vice versa.
- c) References in this Agreement to "Party or "Parties" mean party or parties to this Agreement.

## 2. TERMS OF AGREEMENT

This Agreement shall commence on the Commencement Date and, subject to earlier termination in accordance with the provisions of this Agreement, shall have an initial term till "31<sup>st</sup>December2019". In case there are any additions/modifications required in the agreement, it shall be modified on a case to case basis as per the decision of the High Level Committee of the NKN Project. After the initial term, this agreement shall be renewed as agreed by the parties to this agreement unless:

- 2.1 PEA gives the User, a written notice to terminate this Agreement, either at the end of the initial term, or based on a notice to be provided at least three (3) months in advance; or
- 2.2 User gives PEA, a written notice to terminate the Agreement. At any time, such notice shall be provided at least three (3) months in advance. (Refer to Clause-20 for details)

## 3 PROVISION OF SERVICE

- 3.1 Subject to the User complying with the terms and conditions of this Agreement, PEA shall provision NKN Services to the User.
- 3.2 PEA shall use all reasonable endeavors to provide the service in accordance with the standard Network Service Levels.
- 3.3 Access to NKN Project is provided by the PEA:
  - a) On a non-exclusive basis, where the PEA shall be entitled to allow / provide others the same or similar service at any time; and
  - b) Solely for the purpose of providing the services to users.

3.4 The Service does not include:

- a) Internet Protocol (IP) transits other than to the Users.

#### 4 RESPONSIBILITIES OF PARTIES TO AGREEMENT

##### 4.1 Responsibilities of User

- a) The user shall appoint one technical personnel to be the single point of contact for the PEA and one alternative technical contact in case former is not contactable / available for whatsoever reason may be. This person shall be responsible for all communications, correspondence and actions between the User and the PEA. The PEA shall not be required to get in touch with any other person at the User.
- b) The User shall supply or provide the Access Link, Equipment Space (at least 10 X 10 Sq. ft. in the beginning), Personal Computers, Air Conditioners, UPS etc. (including but not limited to) at its own expense in order to enable PEA to provide the NKN Services. The goods and services provided by the User should be compatible with the project requirements, as intimated to the nodal officer from User. User shall also be responsible for the suitability, sufficiency, repair and maintenance of the equipment provided by them.
- c) The User shall ensure that the Access Link, Equipment Space (at least 10 X 10 Sq. ft. in the beginning), Personal Computers, Air Conditioners, UPS etc. (including but not limited to) is suitable for the connection and service through the NKN project and in accordance with the reasonable instructions of the PEA and/or its sub-contractors. The user should consult the PEA for prior approval before acquiring any goods and/or services for the project and PEA will follow recommended specifications for approving such goods and/or services.
- d) In case the PEA chooses to use NKN's resources installed at the User's site to connect another User to the network, the User shall allow full access to the PEA personnel for such implementation including access to equipments and space in its premises, pertaining to NKN connectivity.
- e) In case the User decides to shift the location of the Institute then, in order to enable the PEA to arrange for such shift, the User shall inform the PEA three (3) months in advance. *(For further details pertaining to location shift please refer Clause 5)*
- f) Security. User shall ensure the security of the entire NKN project related equipment(both owned by the User & PEA and/or its sub-contractors), installed within User's compound (List of PEA Equipment shall be maintained as per Exhibit C). This shall also include managing the Facilities Management System (FMS) within the Institute Compound, along with the following:
  - i. Collecting and maintaining contact details of NKN Nodal officer assigned to User;
  - ii. Maintaining the escalation procedure/process and contact information for contacting the next level officer of PEA, dealing with the User Account.
- g) Accessibility in User Compound. The User shall ensure accessibility to the nominated personnel of the PEA and/or its sub-contractor, twenty-four (24) hours a day, seven days a week for the NKN project related equipment within the compound of the User.

##### 4.2 Responsibilities of PEA

- a) PEA shall be responsible for connecting the Access Link to User equipment.
- b) PEA shall provide support services for NKN project. The support services may include:
  - i. Provide contact details of the Nodal Officer to the NKN User.
  - ii. Provide services support for the NKN Network.
- c) PEA shall not be responsible for any failure to provide the Service if and to the extent such failure is attributable to the lack of an Access Link, Equipment Space, Personal Computers, Air Conditioners, UPS etc. (including but not limited to) or to any deficiency or problems with the above.



## 5. FEES

- 5.1 As per the NKN project approval by the cabinet committee, the link provided by the NKN project is free of charge. However, in due course of time if the Government decides to charge any amount then, the applicable charges and terms & conditions shall be communicated to the User.
- 5.2 Shifting of Last Mile Connectivity of Edge links: In case, the "User" shifts the last mile connectivity of edge links provisioned by the PEA within the initial service period of 2 years of provisioning the Link then, the PEA shall be liable to charge the service fee for 2 years assuming the link has been live for the period of 2 years, as a substantial amount is incurred in provisioning of last mile expenditure on Network.

The provisioning of links to a new location shall be on the basis of examination of the feasibility of new location as mutually agreed on case to case basis.

### Examples

*Case#1: In case of a 1Gbps link of >20 Kms is being shifted in the first 6 months, the fee payable by the User to the PEA shall be Rs. 30 lakhs (Balance 1.5 year X Rs. 20 lakhs per year for 1Gbps link)*

*Case#2: In case of a 1Gbps link of >20 Kms is being shifted in the first 18 months, the fee payable by the User to the PEA shall be Rs. 10 lakhs (Balance 0.5 year X Rs. 20 lakhs per year for 1Gbps link).*

- 5.3 In case of any changes to the standard tariffs, the PEA shall notify User in writing. For such changes to take affect under this Agreement, the PEA shall inform the User at least three (3) months prior to implementation of such changes.

## 6. COMPLIANCE WITH POLICIES (Issued from Time to Time)

- 6.1 The User shall comply (and shall ensure that its officers, employees, contractors and agents comply) at all times with PEA's current versions of the Policies.
- 6.2 PEA reserves the right to amend the Policies from time to time. In case of any amendments, PEA shall notify the User of the updates and make available to the User a copy of the amended Policy or Policies (as appropriate).

## 7. PUBLICITY

- 7.1 Either party may make any press or other public announcement in relation to the NKN Services to Users, provided that:
- a) the first such announcement by the User is made in the manner and in the form which has been agreed in writing with the PEA, prior to its release;
  - b) no such announcement discloses any of the terms of this Agreement (including, without limitation, any financial terms), to the extent that such disclosure is agreed in advance in writing between the Parties or is permitted by Clause 15;
  - c) User does not use any logo or device of NKN (or any logo or device which incorporates or which is confusingly similar to any such logo or device) without PEA's prior consent.

## 8. ACCESS TO TRANSMISSIONS

PEA and its sub-contractors shall have the right to examine all transmissions made along NKN, where PEA has reasonable grounds to believe that such transmissions are in breach of this Agreement and are of a nature which is likely to cause harm or distress to anyone or are otherwise in breach of any law or regulation. PEA and its sub-contractors shall also have the right to remove (or otherwise cause not to be transmitted on NKN) any material which, in its

reasonable opinion, is of such a nature. Such material shall be treated as the Confidential Information of the User in accordance with Clauses 15.1, 15.2 and 15.3. The right to all final decisions on access to transmissions lies with the PEA.

#### 9. MAINTENANCE AND FAULT REPAIR OBLIGATIONS

- 9.1 It shall be the responsibility of User to notify the occurrence of fault to NKN.
- 9.2 PEA shall perform or cause to be performed under its direction all necessary repair and replacement ("Repair"), necessary to maintain the physical integrity and performance of the Network. User is prohibited from performing any repair or maintenance on the NKN Network and/ or system facilities.
- 9.3 User shall provide to PEA, or its designee, access to any facilities under User's control which are used in connection with the NKN and / or the system facilities to enable NKN Project, in its sole discretion, to perform testing, adjustments, demand or maintenance or other procedures which are necessary or desirable to manage the NKN and/ or the system facilities in accordance with Exhibit A.
- 9.4 With respect to the swapping, leasing, conveying, assigning or transferring of NKN's edge links, User shall require its transferees to execute NKN's then standard maintenance agreements and pay NKN's standard fees, as applicable. In such a case, the transferee shall be responsible directly to PEA for any agreements pertaining to maintenance fee and any other fee, if applicable. If the transferee fails to pay any such fee, User (transferor) shall continue to be responsible for the same.

#### 10. WARRANTIES

10.1 The PEA warrants that:

- a) It shall, at all times exercise reasonable skill and care in providing the NKN Service.
- b) It holds and shall hold for the duration of this Agreement all licenses and authorizations as may be required to provide services to the User.

10.2 The User warrants that:

- a) It shall take all reasonable endeavors to ensure that it introduces no virus, Trojan horse or worm into NKN and follow the NKN security policies to manage the security aspects;
- b) It holds and shall hold for the duration of this Agreement all necessary licenses, consents and authorizations as may be required to provide the services to its officers, employees, agents and students;
- c) It shall provide the services and shall carry out the obligations in this Agreement in accordance with all applicable telecommunications, data protection and other laws of the country, licenses and regulations; and
- d) It has the full right, power and authority to enter into and perform this Agreement in accordance with its terms, and such entry and performance does not and shall not violate or infringe the intellectual property or other rights of any other person.

#### 11. LIMITATIONS OF THE SERVICE

While PEA shall use its reasonable endeavors to provide Users a continuous service, the User acknowledges and accepts there is a regular "Scheduled Maintenance Period" during which time the whole or part of the service may not be available.

#### 12. LIABILITY

12.1 Neither Party excludes or limits liability to the other Party for death or personal injury caused by that Party's negligence, or for fraud.

12.2 Under no circumstances shall either Party be liable to the other for:


- a) any loss or harm caused by any person using NKN;
- b) any loss of profits, loss of savings, loss of use, loss of business, loss of opportunity, loss or spoiling of data, lost or wasted management time or time of other employees, or for any indirect, special or consequential loss, whether arising from negligence, or breach of contract, or in any other way, even if the other Party was advised of or knew of the likelihood of that loss or type of loss arising.

### 13. CHANGES TO SERVICES

Whenever the User identifies the need to change the services, it shall complete the template of Change Control Notice (as given in Exhibit B) and shall submit it to PEA. The User must provide full details of change requested and any consequential amendments to this Agreement. The proceeding details have also been prescribed under Exhibit B.

### 14. PROVISION OF CONTACT INFORMATION

All communications with the User concerning this Agreement shall be with the Technical Nodal Officer nominated by the User in writing pursuant to this Clause 14. The User shall provide to PEA, the contact information for each nominated individual (*minimum details shall include name, telephone number, fax number and electronic mail address* – as per Exhibit D) and shall notify PEA of any changes to those individuals or their contact details as and when they occur. Notification for the purposes of this Clause 14 should be sent by letter or electronic mail and should be addressed to the Nodal officer at the PEA.

  
( O. S. Adhikari )  
Registrar  
Tripura University  
Suryamaninagar-799022

## 15. CONFIDENTIALITY

15.1 Subject to Clauses 15.2 and 15.3 each Party shall:

- a) use confidential information only for the purposes of this Agreement;
- b) disclose confidential information to a third party only with a prior written consent of the other Party (*except that each Party may disclose Confidential Information to its professional advisors or auditors to the extent necessary and as set out in Clauses 15.2 and 15.3*); and
- c) ensure that any third party (*other than the professional advisers or auditors of either Party*) to whom confidential information is disclosed executes a confidentiality undertaking in the terms of this Clause 15.1.

15.2 The provisions of Clause 15.1 shall not apply to any confidential information which:

- a) is in or comes into the public domain other than by breach of Clause 15.1; or
- b) is or has been independently generated by the recipient party or was in the possession of the recipient party prior to the date of the disclosure.

15.3 Each party may disclose confidential information pursuant to a statutory obligation, an order of a court of competent jurisdiction or the requirement of a competent regulatory body provided that it notifies the other Party as soon as the requirement to notify arises and shall use its reasonable endeavors to ensure that any such disclosure is made in a manner which ensures the confidentiality of the confidential information.

## 16. FORCE MAJEURE

Any failure of either party to perform its obligation under this Agreement shall not be a breach of this Agreement if such failure results from Acts of God, governmental action that did not result from wrong doing of the party involved in such governmental action, or labor strikes or walkouts that could not reasonably be avoided by the party subject to such labor strike or walkout. Each party shall, with the cooperation of the other, exercise reasonable efforts to mitigate the extent of a delay or a failure resulting from a *force majeure* condition and the adverse consequences thereof.

## 17. ARBITRATION

On all aspects where the above articles of this MoU are silent or for special cases of deviation from these articles, the decision mutually agreed upon NIC and User will be final. However, in case of any dispute relating to or arising out of the MoU, such dispute shall be resolved amicably by mutual consultations. If such resolution is not possible, then the unresolved dispute or difference shall be referred to the arbitration of a sole arbitrator to be appointed by Secretary, Deptt. of Legal Affairs, Govt. of India. The Arbitration and Conciliation Ordinance, 1996 together with any modifications or re-enactment thereof and rules framed there under, as amended from time to time shall not be applicable to such arbitration proceedings under this clause.

## 18. INDEMNITY

PEA shall stand indemnified from all aspects of usage of the outcome creation of NKN including any eventual running of application covered under cyber law related crimes and for any antinational activities arising out of the usage of the Links. In case such activity occurs on the Link provided to the User, then the User shall be held responsible for the damages pertaining to the misuse of NKN Link.

## 19. NON SUABILITY

Neither of the co-signatories to this Agreement could be sued in any court of law in India or abroad by the other party, for the events if any party is not able to perform as per any of the stipulations of this Agreement, due to circumstances beyond their control.

## 20. TERMINATION OF SERVICES / AGREEMENT

20.1 In case, the "User" terminates the last mile connectivity of the links provisioned by the PEA within the initial period of 2 years of provisioning the Link then, the PEA shall be liable to charge the service fee for 2 years assuming the link has been live for the period of 2 years, as a substantial amount is incurred in provisioning of last mile expenditure on Network.

The provisioning of links to a new location shall be on the basis of examination of the feasibility of new location as mutually agreed on case to case basis.

*Example: In case of a 1Gbps link of >20 Kms is being terminated in the first 6 months, the fee payable by the User to the PEA shall be Rs. 30 lakhs (Balance 1.5 year X Rs. 20 lakhs per year for 1Gbps link)*

20.2 Either Party ("the first Party") may terminate this Agreement with immediate effect by giving written notice to the other ("the Second Party"), without any compensation or damages due to the second party, but without prejudice to any other rights or remedies which either Party may have, if:

- a) the second party commits a breach of this Agreement which is not capable of remedy;
- b) the second party commits a breach of this Agreement which is capable of remedy but is not remedied within three (3) months of receipt of written notice from the first Party or;
- c) if and for so long as PEA believes that the Services used by the User, or the Access Link or the Service, do not comply with any law or regulation or cause disruption or damage to NKN, or have an adverse effect on other services available to any other User or on NKN's business relationships with any other third parties, or if PEA believes that any of the above situations appear likely.

20.3 If and for so long as PEA believes that the Access Link (or the User's use of it) causes or appears likely to cause death or personal injury, or material damage to property; or

20.4 The second party's ability to survive as an independent entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the second party, any failure by the second party to pay any of its dues to its creditors, the institution of any winding up proceedings against the second party or the happening of any such events that are adverse to the commercial viability of the second party.

20.5 In the event that PEA exercises its right to suspend the service pursuant to this Agreement, it shall, whenever reasonably practicable, give reasonable prior written notice of such suspension to the User, for which the notice shall state the grounds of such suspension and its expected duration. Where any such suspension is made in accordance with this Clause 20.4, then NKN shall, where reasonably practicable use its reasonable endeavors to minimize the effect of and the duration of any such suspension.

## 21. CONSEQUENCES OF TERMINATION

21.1 On expiry or termination of this Agreement:

- a) the PEA shall immediately cease to provide the services and shall disconnect the Access Link or at User's option, shall permit PEA to disconnect the Access Link; and
- b) both parties shall remove any references to the availability or provision of the

services on NKN from any and all publicity materials in whatever form in their possession or control (including, without limitation, any such references on the Parties respective websites) within fourteen (14) days after the effective date of termination or expiry.

21.2 Where Agreement is terminated, PEA shall not be obliged to refund or waive any fees (or any proportion of them) which has been paid or has become payable by the User.

21.3 Where this Agreement is terminated, the PEA shall reserve all rights to withdraw / remove all equipment installed at the User's site by the PEA for the implementation of the NKN project.

## 22. NOTICES

All notices, requests or consents provided for or permitted to be given under this Agreement shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two (2) days after mailing or on the date of delivery, if personally delivered:

### To NIC at:

National Informatics Centre (NIC),  
Department of Information Technology,  
Ministry of Communication and Information  
Technology, Block-A, CGO Complex, Lodi  
Road, New Delhi – 110003  
e-Mail: [piu@nic.in](mailto:piu@nic.in)

### To User at:

Registrar  
Tripura University  
(A Central University)  
Suryamaninagar, Bishalgarh  
Pin-799022

Any Party may change the address to which notices are to be directed by it to the other party in the manner specified above.

A notice served on a representative/nodal officer is taken as notice to that representative's party.

## 23. RELATIONSHIP BETWEEN THE PARTIES

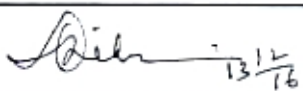
The relationship between the parties is that of independent contractors, and at no time shall either party hold itself out as being the principal, agent or partner of the other.



## 24. GENERAL


24.1 This Agreement constitutes the entire agreement between the parties relating to the subject-matter of the Agreement. The User acknowledges and agrees that it has not relied on any statement or representation made by PEA in agreeing to enter into this Agreement. Nothing in this Clause 24.1 shall operate to limit or exclude either Party's liability for fraud.

24.2 No variation to this Agreement shall be effective unless it is in writing and signed by authorized signatories for both Parties. An addendum for such changes shall be sent to the parties to this agreement.

In Witness Whereof, the parties have agreed this Services Agreement to be executed by their duly authorized representatives to be effective as on the \_\_\_\_\_, 20\_\_ at New Delhi.

For and on behalf of:		
Details	National Informatics Centre (NIC), DIT, MOC&IT, Block-A, CGO Complex, Lodi Road, New Delhi- 110003	User Tripura University (A Central University) Suryamaninagar, Bishalgarh Tripura-799022
Signature:		
Name:		O. S. Adhikari (O. S. Adhikari) Registrar
Designation:		Registrar Tripura University Suryamaninagar-799022
Date:		
Place:		Tripura University

In the Presence of:		
Signature:		
Name:		Prof. Anjan Mukherjee (प्रो. ए. मुखर्जी) (Prof. A. Mukherjee) सम-कुलपति
Designation:		Pro Vice Chancellor Pro-Vice Chancellor त्रिपुरा विश्वविद्यालय Tripura University
Date:		13/12/2016
Place:		Tripura University
Signature:		
Name:		Sakti Debbarma Sr. System Analyst & In-charge Computer Center Tripura University.
Designation:		Senior System Analyst Computer Center Tripura University.
Date:		13.12.16
Place:		Tripura University

  
(O. S. Adhikari)  
Registrar  
Tripura University  
Suryamaninagar-799022

#### Exhibit A: USER'S MAINTENANCE RELATED RESPONSIBILITY

1. Any fault duration (i.e. downtime) shall be calculated from the time that fault is reported.
2. The User shall ensure availability of staff that is capable of dealing with the NKN Project related equipment/router. The period in which Institute premises is found closed or no staff is available when maintenance staff visits the premises for testing or want to test the circuit from location, shall be excluded from fault duration.
3. The User shall provide all necessary assistance and access to its facilities for preventive and corrective maintenance to PEA's maintenance staff at all times.
4. In addition to the above following shall be excluded from fault duration:
  - a) Unavailability of circuit due to power failure at User's end.
  - b) Unavailability of circuit due to mishandling of equipment or any cables attached to such equipment at User's end.
  - c) Unavailability of circuit due to fault in User's Premise equipment / network.
  - d) Unavailability of circuit due to force majeure.
  - e) Unavailability of circuit due to Planned Service Outages or Routine Maintenance.
  - f) Interruptions during any period when the User chooses / elects not to release the service for testing or repair and continues to use the service on an impaired basis.
  - g) Interruptions during any period when the User has not released the service to NKN for maintenance or for the implementation of a User service request.
  - h) Interruptions caused by User negligence including provision of inaccurate information.

#### Procedure of Fault Booking

- a) User shall book the fault on assigned number of NKN Project related Helpdesk i.e. "011-24360084"
  - i. The problem related to any service outage can be reported to NKN Project related Helpdesk callout facility on all week days at any time during twenty-four (24) hours a day, seven (7) days a week. Any service outage occurred during the time mentioned above shall be reported to NKN Project's PoP on the same working day.
  - ii. The services of the engineer would be available between 9:00 am to 9:00 pm on all working days of PEA and between 9:00 am to 5:00 pm on PEA's Holidays (including Saturdays & Sundays). Additionally, services shall be provided outside these hours on call basis in case of emergency only. For, all other services it shall be attended on the next day after 9:00 am.
- b) Where the User is unable to find PEA's representative on the number assigned above, the fault can be booked on "011-24360088", which shall work as alternate number in such emergency. Status/fault report generated by PEA (to the extent provided by the system) shall be taken, as reference if situations where there is ambiguity about the timing and nature of fault.

Escalation matrix for the faults would be as follows:

- i. Level 1: Call centre nos. as provided above
- ii. Level 2: User's Nodal Officer in each PoP
- iii. Level 3: Head / In charge of PoP in each State
- iv. Level 4: National Head Office, National Knowledge Network

#### Exhibit B: CHANGE CONTROL

1. Before the Change Control Notice is finalized and signed by a nodal officer on behalf of the PEA, both Parties shall discuss in good faith the proposed changes.



2. On receipt of the Change Control Notice, PEA shall consider the change. PEA may request further information and/or clarification from the User. Once this information has been provided, PEA shall, within Twenty-One (21) Days or other agreed time, complete the Change Control Notice and provide the following information:
  - a) authority to proceed with this change or not; and
  - b) any other comments (including details of consequential amendments required to this Agreement).
3. A Change Control Notice signed by both Parties shall constitute an amendment to this Agreement.

---

CHANGE CONTROL NOTICE

Ref No:

Title of Change:

Date:

Details of Change:

Reasons of Change:

Description and Extent of Change:

Impact of Change:

Originator Authority:

Signature & Stamp

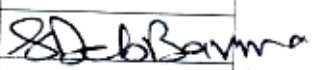
Comments by NKN Official:

Price:

NKN Authority:

Signature & Stamp

Exhibit C: LIST OF EQUIPMENT TO BE SUPPLIED TO THE USER BY THE PEA

Sr. No.	Description	Quantity	Serial Number	Signature (Authorized Signatory)
1	Juniper Router mx-80	1 no.	Sl no. E1298	 Sr. System Analyst & In-charge Computer Center Tripura University.
2				
3				
4				
5				
6				
7				
8				

13.12.16

Exhibit D: CONTACT INFORMATION FOR USER'S PERSONNEL (NODAL OFFICER)

Sr. No.	Name of Individual	Telephone Number	Fax Number	E-Mail Address
1	Sakti Debbarma	9436124467	0381-2374802/4804	<a href="mailto:ersakti03@yahoo.com">ersakti03@yahoo.com</a>
2	Ashish Choudhury	9774130118	0381-2374802/4804	<a href="mailto:ashishchoudhury@tripurauniv.in">ashishchoudhury@tripurauniv.in</a>
3				
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त्रिपुरा TRIPURA

318066

**Memorandum of Understanding  
Between**



**Tripura University  
AND**



**Prime Focus Academy  
of Media & Entertainment Studies Pvt. Ltd**

Date: 23<sup>rd</sup> March, 2018, Mumbai, India

(Sanit Debroy)  
Registrar (I/C)  
Tripura University  
Suryamaninagar-799022



### Memorandum of Understanding

This Memorandum of Understanding (MoU) made and entered into on this day of 23<sup>rd</sup> March, 2018 (23/03/2018) by and

Between

**TRIPURA UNIVERSITY** (a Central University) having address at-P.O. Suryamaninagar, PIN-799022, P.S. Amtali, District: West Tripura; established under the Tripura University Act, 2006 being represented by its REGISTRAR-In-Charge Mr. **Sanit Debroy**, hereinafter in short called as "**University**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its legal representatives, successors, administrators and permitted assignees) of the **one part**.

And

**PRIME FOCUS ACADEMY OF MEDIA AND ENTERTAINMENT STUDIES PVT. LTD.**, (a Private Limited Company established in 2016), incorporated and governed by Companies Act, 1956 having its registered office at: Mainframe IT Park, Building-H, 2<sup>nd</sup> Floor, Royal Palms, Goregaon East, Mumbai 400065 hereinafter in short called as "**PFAMES**" represented by its authorized representative designated as Snr. Vice President – Operations, 3D Stereo Conversion, India, Prime Focus World, Mr. **Stephen Mascarenhas**, (also as Authorized signatory) Son of Late Mr. Baptist Mascarenhas, having His/ her permanent residence at EMP 61/702, Sun CHS Ltd., Ever shine Millennium Paradise, Thakur Village, Kandivali (East), Mumbai 400101, for and on behalf of "Prime Focus Academy of Media and Entertainment Studies Pvt. Ltd." *vide* Board Resolution passed by the Directors of the company at its meeting held on Tuesday November 14 2017 #Authorizing Company Representative for entering in MoU with Tripura University, (which expression shall unless it be repugnant to the context or meaning thereof mean and include its legal representatives, successors, administrators, occupants, executors in interest and assignees) of the **other part**.

The **University** and **PFAMES** are collectively referred to as "**Parties**" and each referred to individually as "**Party**".

Whereas the motto of the **University** is "**Pursuit of Excellence**", presently in its campus at Suryamaninagar, the University is offering 53 numbers of Academic Programs of various levels which include Certificate Programs, Undergraduate Vocational Programs, Five Year Integrated Master's Programs, Post Graduate Diploma Programs, Post Graduate Programs, Doctor of Philosophy Programs and Distance Education Programs. It has 50 (fifty) affiliated Colleges across the State of Tripura, having a strength of about 50,000 students.

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(Sanit Debroy)  
Registrar (I/C)  
Tirupura University  
Suryamaninagar-769022



AND WHEREAS PFAMES is a premier training academy offering specialized courses conducted and delivered by industry experts to prepare students for a successful career in the Media and Entertainment (M&E) industry. Its mission is to provide world class training in the industry, leveraging its global expertise and experience to create tomorrow's creative and technology leaders. Its courses are carefully designed by industry veterans to develop studio-ready professionals, well-versed in digital production skills and foundational arts while specializing in distinct disciplines. The courses offered at PFAMES are aligned with industry requirements and are certified by the Media and Entertainment Skills Council (MESC).

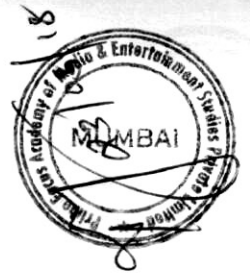
AND WHEREAS PFAMES's award-winning mentors, respected course leaders and esteemed lecturers and tutors are specialists in their chosen fields, bringing real-world industry experience and knowledge to PFAMES.

The MoU document shall be binding on the University and PFAMES on mutually agreed terms and conditions enumerated in succeeding paragraphs:

**Objectives of the MoU and collaboration with PFAMES:**

1. To foster collaboration in Academic Programs and provide Vocational Training in business and entrepreneurial skills in the M & E Industry.
2. PFAMES would work together with the University to implement industry relevant Degree and Diploma programs, which are mutually decided and agreed upon by both the parties, with a view to enhance the employability of students.
3. To ensure that the University has the best and state of the art facilities to provide the best training and thereby provide industry ready manpower for the M&E Industry globally.
4. To ensure that the University gets the best available know how on the latest technology and training assistance in the M & E Industry, for the Degrees and Diplomas to be awarded to the deserving students of the University.
5. It is further agreed/understood by both the parties herein that they:
  - **RECOGNIZE the opportunity and scope of Skill training & development and dissemination of knowledge in M&E.**
  - **RECOGNIZE the importance of Academia & Industry relationship, in promoting industry M & E.**
  - **RECOGNIZE the importance of the M&E Industry Leader Partnership within its field of expertise.**

23.12.18  
MS  
MS  
(Sanit Debroy)  
Registrar (I/C)  
Tripura University  
Suryamaninagar-799022



6. This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees, or agents.
7. Nothing in this MOU obligates either party to commit or transfer any funds, assets, or other resources in support of projects or activities between the parties unless expressly stated in this instrument.
8. The activities of this MOU must be carried out in accordance with appropriate laws and regulations prevailing in the country.
9. **Roles and Responsibilities of PFAMES:**
  - i. PFAMES is a step down subsidiary of Prime Focus Limited, based at Mumbai, the "World's Largest Media and Entertainment Services Powerhouse" and will work as a collaborative partner on all the M&E related academic programs of the University.
  - ii. PFAMES will provide all the necessary support needed to the University for the smooth running of the M&E related academic programs at the University.
  - iii. PFAMES shall help the University disseminating knowledge about the M&E industry needs.
  - iv. PFAMES shall help the University in designing curriculum, updating of syllabus, modernizing the curriculum as per changing scenario of the M&E Industry.
  - v. PFAMES shall help the University in developing the required study material/MOOC (Massive Open Online Course)/ Web Lectures/ Webinar / Developing Educative Films etc. for the students of the University, at a stipulated fee as to be agreed upon with the University as per the need.
  - vi. PFAMES shall assist the University in popularization of the academic programs of the University in consultation with the University Authorities and also help with designing, printing and publishing course material/ banners/ hoardings/ display/ commercial advt. at a cost to be mutually agreed upon with the University Authorities.
  - vii. At the negotiated and expenses of the University, PFAMES shall provide all kinds of help & assistance as a consultant to the University to develop a state of art laboratory in the University to run the M&E academic programs.



(Sanit Debro  
Registrar (I/C  
Tripura Univeral  
Survamaningar-7000



assignment with the University either directly or through any other independent body/committee of the University.

10. **Roles and Responsibilities of the University:**

- i. The University shall ensure that the syllabus contents of all the academic programs suggested by PFAMES including Certificate Programs, Under Graduate Vocational Program, Master's Program or any other academic programs is approved by its statutory bodies, the University shall amend/ update the curriculum and syllabi from time to time in accordance with the prevailing rules regulation and guidelines for other courses and academic programs.
- ii. The University, wherever required shall obtain the necessary approval of the academic Programs from UGC and/or SSC (Sector Skill Council).
- iii. The University shall offer the Degree, Diplomas of M & E programs, as agreed upon, arrange for classes, shall conduct the examinations, issue the Grade Card on a semester basis or as decided by its academic statutory bodies from time to time. For assessment of the Skill Parts of the Curriculum, the University shall do the needful so that concerned SSC (Sector Skill Council) or its recognized agent or its faculties evaluate the students.
- iv. Degree/Diploma/Certificate shall be issued to the students by the University in its Convocation or other such occasions as and when held.
- v. The University will establish an Industrial Training Centre within Prime Focus Academy to offer programs offered by University and so that the students of the University can also get placed for training on the industrial floor in real life environment in order to fulfill their career accolades, especially for the industry related training.
- vi. The University shall admit the students for such Skill Focused Industry relevant M&E Programs through its Entrance Test at the beginning of the academic program every year.
- vii. In mutual discussions with PAMES, the University shall fix the number of deliverable days for the guest lecturer in an academic year.
- viii. To provide necessary equipment/ instruments/ amenities to students for undergoing Skill Focused Industry relevant M&E study programs.



(Sanit Debro  
Registrar (I/C  
Pune University



- ix. To arrange for class room teaching, web teaching, practical teaching, projects and industrial training.
- x. To arrange necessary funds to run the programs successfully at the University industrial training Centre/colleges.
- xi. To promote and popularize the programs among the students and masses.

11. **Joint responsibilities of the University & PFAMES:**

- i. The University & PFAMES both in their websites and in all kinds of publicity/ advertisement banner/ posters/ ad/ film, etc. shall mention, where-ever relevant the academic program(s) as joint collaborative program(s).
- ii. The University or PFAMES or both the parties herein, if conceive any new idea for betterment of the academic program or find anything going against the academic interest, shall share their thoughts with the other, and shall decide the best way out via mutual discussion.
- iii. Both the parties herein agree to submit the outcomes of their joint collaboration to each other whilst safeguarding their own copyright and any patents that may be produced by this collaboration. Any intellectual property (IP) arising out of the joint intellectual inputs between the parties in terms of R&D, Publications, Products or Services will have to be shared between the parties after due negotiations at the appropriate times. However, for the avoidance of any doubt PFAMES will retain the sole IP for all the inputs it has provided to the University and nothing shall prevent PFAMES from sharing the IP with other Universities or from using the IP for its own programs. Any development on PFAMES underlying IP will always belong to PFAMES, If not it is a joint collaborative IP and the University shall not be entitled to any share therein. The same is true for University if IP has been developed by the University.

12. **FINANCIAL ARRANGEMENT**

- i. Course fee shall be decided in mutual agreement by the University and PFAMES for all the programs to be conducted jointly.
- ii. All the promotional cost for admission and related matters in the University will be borne by the University.
- iii. Direct Marketing cost for joint events if any (i.e. advertisements in newspaper etc. for arranging an event) shall be shared by both parties in the ratio as negotiated from time to time.

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M  
(Sanit Debroy)  
Registrar (I/C)  
Tripura University  
Suryamaninagar-796022



**iv. Revenue sharing mechanism:**

1. The University shall collect the following:
  - a. Tuition fee;
  - b. Exam fee;
  - c. Fee related to Skill Assessment by SSC;
  - d. Other stipulated fees

at the beginning of every semester and as stipulated by the University from time to time.

2. For operating an Industrial Training Centre of Tripura University in Mumbai (at PFAMES) or at any other PFAMES Training Centre in any other city in India as agreed to between the University and PFAMES from time to time, the expenses for operating and managing the Industrial Training Centre will be incurred by PFAMES. For the cost incurred by PFAMES to operate and manage the Industrial Training Centre, the University will charge the cost as "required fee for Training" to the students enrolled will be collected by the University at the time of admission and the fee to be paid to PFAMES will be remitted to PFAMES by Tripura University. The admission and final examination will be conducted by Tripura University on its premises.
3. For the highly specialized PFAMES Training Programs run at the University in Agartala, the student fee being collected by the University shall be shared, the sharing will be decided as per mutually agreed terms, negotiated from time to time
4. Publicity related expenditure for its Industrial Training Centre in Mumbai or any of its locations shall be borne by PFAMES and borne by the University for its Agartala Centre
5. For printing of study material each student shall be charged
6. The revenue sharing of "other stipulated fees" only as in iv. 1.d. herein above shall be done & remitted within 30 days once the payment is realized. Parties shall be entitled to conduct an audit of the books of the other party restricted to revenues generated and recorded in respect of the arrangement contained herein.
7. Neither Party shall be liable for discharging any other financial commitments made by the other Party.

23.8  
(Sanit Debroy)  
Registrar (I/C)  
Tripura University  
Suryamaninagar-700022



13. **Outcome of this MoU/ joint venture will help:**

- i. The youth and/or existing work force in skill development related to Media & Entertainment in getting Certified in the skills and making them employment ready/ Employable.
- ii. Publications and patents through collaborative research activities and organizing Joint, National & International Conferences, Workshops, Seminars and Expo.
- iii. Academically Qualified Media and Entertainment Industry and Technology Leaders to cater to the current gap of skilled and trained manpower in Media & Entertainment Industries at managerial and / or supervisory and shop floor levels.

14. **Achieving the Goal:**

- i) To translate the MoU into action, there shall be joint meeting at least once in every six months, either physically or through video conferencing, where mutual discussion shall be held for enhancement and / or standardization of the academic programs. If any gap or dispute arises between the parties by the time, it may be settled in such meetings. All kind of financial assistance / other financial issues are to be discussed and settled in the said meetings.
- ii) A MoU Implementation committee shall be formed involving six members in total from both the parties (three from TU and three from PFAMES). Meetings of the Committee shall be chaired by VC of the University or his authorized representative.

15. **Period of validity and review of MoU:**

- i. This MoU shall be effective for a period of five years commencing from the date of its signing and can be renewed on mutually acceptable terms thereafter.
- ii. The MoU document shall be the joint property of both the parties.
- iii. The information of signing of MoU shall be uploaded in the websites of both the parties.
- iv. Any dispute arising out of the arrangement of this MoU shall be settled by mutual discussion between the University and PFAMES.




- v. If the parties fail to resolve such dispute(s) by mutual discussion, the dispute can be referred to an Arbitrator to be appointed with the consent of both the parties.
- vi. The decision from the Arbitrator shall be binding upon both the parties. The Arbitration proceedings shall be conducted in English language and the venue for the Arbitration shall be Mumbai, Maharashtra/Tripura, Agartala.
- vii. Courts in Mumbai, Maharashtra/Tripura, Agartala shall have exclusive jurisdiction over all matter which cannot be resolved through Arbitration.

16. **Effective Date and Signature:**

This MOU shall be in effect upon the signature of the authorized officials of the University and authorized official of PFAMES. Both the parties indicate agreement with this MOU by their signatures.

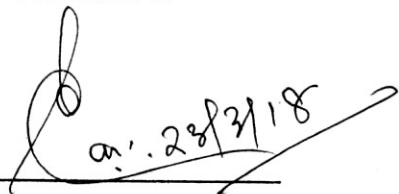
**Signatures and dates**

[Tripura University]

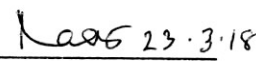
  
23.2.18

**Sanit Debroy** (Sanit Debroy)  
Registrar (I/C) (TU) Registrar (I/C)  
Tripura University  
Suryamaninagar-783022

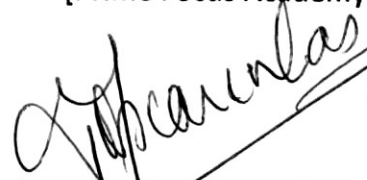
In Presence of

  
23/3/18

**U. K. Das**  
Finance Officer (TU)

  
23.3.18  
**Prof. R. K. Nath**  
Coordinator B. Voc. Program (TU)  
**Prof. R. K. Nath**  
Coordinator  
B.Voc Programme  
Tripura University, Suryamaninagar

[Prime Focus Academy]



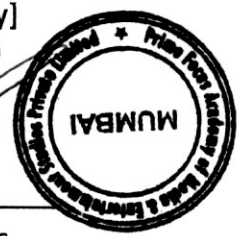
**Stephen Mascarenhas**  
Sr. VP Operations Prime Focus World

In Presence of

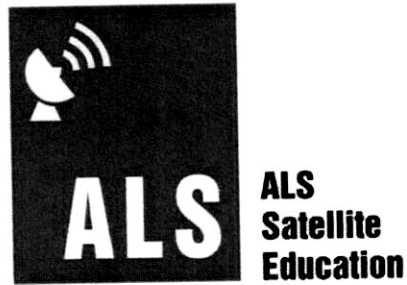


**Nixon Fernando**  
AVP – Operations Prime Focus World

  
**Karan Kalha**  
AVP – HR Operations Prime Focus World



# **Memorandum of Understanding Between**



**ALS Satellite Education Private Limited**

**And**



**Tripura University**

**Location: Agartala  
Centre Address: Building no 12, Tripura University,  
Suryamaninagar - 799022 Tripura**



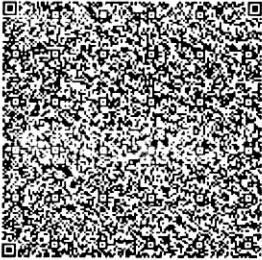
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## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No. : IN-DL39979282312818Q  
Certificate Issued Date : 19-Jun-2018 04:35 PM  
Account Reference : IMPACC (IV)/ dl825703/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL82570383935973678649Q  
Purchased by : ALS SATELLITE EDUCATION PVT LTD  
Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : ALS SATELLITE EDUCATION PVT LTD  
Second Party : Not Applicable  
Stamp Duty Paid By : ALS SATELLITE EDUCATION PVT LTD  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



.....Please write or type below this line.....

**Institutional partner Agreement (ALS Satellite Education Private Limited)**

**Location : Agartala**

**Centre Address : Building no 11, Tripura University, Suryamaninagar -799022 Tripura**

**Parties : ALS Satellite Education Private Limited & Tripura University**



*Yashwan*

**Statutory Alert**

1. The authenticity of this Stamp Certificate should be verified at "www.shoestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



(S) 1.10.18  
(Sanit Debroy)  
Registrar (I/C)  
Tripura University  
Suryamaninagar-799022

## INSTITUTIONAL PARTNER AGREEMENT

This **INSTITUTIONAL PARTNER AGREEMENT** ('Agreement') is made and entered into this Monday day of **01<sup>st</sup> October, 2018** at Suryamaninagar, West Tripura, State- Tripura.

### BETWEEN

**ALS Satellite Education Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at: 1<sup>st</sup> & 2<sup>nd</sup> Floor, Aggarwal Auto Mall, A-Block, Plot 2, Shalimar Place district, New Delhi – 110088; being represented by its National Sales Head, **Mr. Prateek Bhattacharya** vide Authorisation letter No. NIL dated- 30<sup>th</sup> Sept 2018.

.....hereinafter referred to as the "**Franchisor**", ) which expression shall unless it be repugnant to the context or meaning thereof mean and include its legal representatives, successors-in-interest, administrators and permitted assignees) of the **ONE PART**.

### AND

**Tripura University (a Central University)** having address at- P.O. Suryamaninagar, PIN-799022, P.S. Amtali, District: West Tripura, State- Tripura, Country- India; established under the Tripura University Act, 2006 being represented by it's REGISTRAR (I/c) **Shri Sanit Debroy**.

.....hereinafter in short called as "**University**" or "**Institutional Partner**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its legal representatives, successors, administrators and permitted assignees) of the **OTHER PART**.

(Hereinafter, "**Franchisor**" and "**Institutional Partner**" shall collectively be referred to as the "**Parties**" and individually as the "**Party**".)

### WHEREAS:

The Institutional Partner desired to offer coaching for IAS aspirants of the State and accordingly conducted a Motivational Seminar on this and had very good response. Thus, the Institutional Partner decided for having a coaching centre.

The Franchisor (ALS Satellite Education Pvt. Ltd.) is in the business of providing coaching for IAS through face to face and through tele-education Program operated under the name and mark 'ALS'. ALS also has tie up with various State government and esteemed colleges across India.

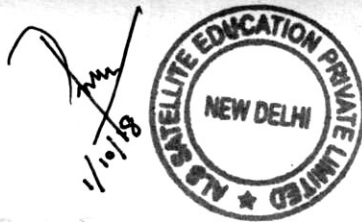
The Institutional Partner has, after assuring and confirming with the System of the Franchisor, approached the Franchisor for obtaining a Institutional partner agreement for the purpose of conducting the Institutional partner business through its education Centre. The Institutional Partner confirms and acknowledges that the taking of Institutional partner for IAS preparatory classes from the Franchisor is out of its own accord understanding the risk in business preposition.

In terms of understanding between the parties, the parties herein are executing this Agreement subject to the terms and conditions agreed herein below.

**IT IS THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

### DEFINITIONS

In this Agreement, the following words shall have the meaning ascribed hereto in this Agreement:



(Sanit Debrpy)  
Registrar (I/C)  
Tripura University  
Suryamaninagar-799022

**'Agreement'** means this Agreement executed between Parties including all the annexures, schedules, exhibits and addendums thereof and any appropriate amendments made therein from time to time by mutual agreement.

**('INSTITUTIONAL PARTNER CENTRE')** means the Centre which is to be set up and operated at: **Building No. 12, Tripura University, Suryamaninagar -799022, State -Tripura.**

**'Competing Business'** means a business engaged in providing preparatory classes for IAS course.

**'Confidential Information'** means and includes the Advisory, Circulars, Notices, Marks, Instructions including other documents, data, materials, content, files, techniques, processes, plans, competitive information and databases, designs, reports, lists, business methods, commercial, financial, technical, trade secrets, know-how, student's data, training process details, secrets of business involved, including without computer readable media, limitation data, drawings, films, documents etc. relating to the System imparted or made available by the Franchisor to the Institutional Partner, which is (i) designated as confidential, (ii) made known between the Parties to be considered as confidential, or (iii) by its nature inherently or reasonably be considered confidential.

**'Course'** IAS preparatory classes offered by ALS.

**'Intellectual Property Rights'** includes intellectual property rights associated with the Marks owned by the Franchisor including patents, trademarks, trade names, copyrights, processes and designs in Course contents and materials prepared by the Franchisor (whether registered or not).

**'Tele-education Program'** means the Courses offered by the Franchisor through Telecommunication facilities wherein the courses will be conducted by the faculty members of ALS in Central Studios and shall be delivered to students in the INSTITUTIONAL PARTNER CENTRE(s).

**'Assigned Area'** means the area within jurisdictional area of Tripura University (the Institutional partner Centre.)

## 2. RIGHT TO RUN INSTITUTIONAL PARTNER

- (a) Franchisor hereby grants to the Institutional Partner, an exclusive, non-assignable and non-transferable Institutional partnership right and the Institutional Partner accepts and undertakes, pursuant to the terms and conditions of this Agreement, to operate the Institutional partnership activity through the INSTITUTIONAL PARTNER CENTRE, to offer preparatory classes for IAS COURSE and to use the System, brand and trade names of the Franchisor, the Intellectual Property. Institutional Partner acknowledges and agrees that this Agreement affords no right, title or interest in or to additional Institutional Partner or any right to acquire additional Institutional partner or Assigned Area, nor does it obligate Franchisor in any way to grant any additional Institutional partner or Assigned Area to Institutional Partner;
- (b) The Institutional Partner specifically agrees that it has been appointed as a Institutional Partner on a exclusive basis for the Assigned Area as mentioned in this Agreement. The Institutional Partner confirms that the Franchisor shall be free to either open its own Institutional partner Centre or appoint more INSTITUTIONAL PARTNER CENTRE(s) either outside the Assigned Area.
- (c) The Institutional Partner is authorised to operate and generate activity in Assigned Area at its own cost and expense; the Institutional Partner is further authorized to use the IPR and offer the following Course:

### ALS (preparatory coaching classes for IAS course)

The Franchisor grants to the Institutional Partner, the rights within the Assigned Area to:





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- (b) Use the marks of the Franchisor for a limited purpose as mentioned in this Agreement.

### 3. TERM

This Agreement is valid for a period of three year commencing from the 01<sup>st</sup> October, 2018 and shall expire on 30<sup>th</sup> September 2021 (hereinafter referred to as the "Term") unless terminated earlier in accordance with this Agreement.

### 4. Institutional Partner Share in Revenue

- (a) The Franchisor shall pay to the Institutional Partner, a service fee of 20% on Annual revenue. This fee is excluding of service tax and subject to GST as per applicable law. (Institutional Partner Share) and would be 20% of net fee collected
- (b) The Franchisor shall collect the program fees from students via its Website (payment gateway), Cheque, Demand draft. The institutional partner in all the cases has to direct the student to use the various mentioned payment methods to remit program fees to ALS Satellite Education Pvt Ltd. Under no circumstance the Institutional partner is allowed to take program fees from student in the Institutional partner name. The Franchisor shall remit the Institutional partner their revenue share of the collections on a fortnightly basis after sharing appropriate data of said fees collected.
- (c) The Institutional partner is responsible for collection of any unpaid fees from the student(s) under any instalment program launched by the Franchisor. Provided Institutional Partner shall not be liable under this clause in case of drop-out students.
- (d) The Franchisor shall reimburse the Institutional Partner the pre-approved expenses of photocopying, print outs, marketing expenses, courier charges on actuals after the deposition of supporting bills and other documents by the Institutional Partner;

### 5. VSAT Maintenance Charges

There shall be an Annual Maintenance Charge of Rs.10,000/- (rupees ten thousand) only to be paid by the Institutional Partner to franchisor towards field support and maintenance of VSAT during the validity of this agreement or any renewed term thereto.

### 6. PREREQUISIT BY INSTITUTIONAL PARTNER

Institutional Partner agrees that throughout the Term of this Agreement the Institutional Partner shall provide to the Franchisor, 'Services' which includes services required to fulfill the obligations of the Institutional Partner under this Agreement; providing IAS preparatory classes to the Students, to maintain the Institutional partner Centre, including provision of infrastructure services, personnel deployment and management and administrative services, students services and any other services which may be conveyed to Institutional Partner during the term of agreement ('Services');

### 7. SETTING UP OF THE INSTITUTIONAL PARTNER CENTRE

- (a) The Institutional Partner confirms to the Franchisor that the Institutional Partner has arranged a premises for the establishment and operation of Institutional partner Centre for a minimum period of three year with additional rights to extend the lease for a further period and agree that it shall not utilise the Institutional partner Centre except for the classes of ALS.
- (b) The Institutional partner Centre shall be prepared by the Institutional Partner as per standard design provided by the Franchisor in due compliance of law in force relating to running of the said Institutional Partner centre including all health, occupational and other safety norms, as may be prescribed from time to time by the statutes, government authorities and bodies, while carrying out the operation of the



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- (c) The Institutional Partner accepts that there will be no relocation of the Institutional partner Centre by the Institutional Partner without written permission by franchisor.
- (d) The Institutional Partner accepts and confirms that the Franchisor shall have the right to change the faculty, modify the course/content/schedule including the right to upgrade, modify or alter the Course, course content and curriculum, revise the Program Fee, use of new and additional technology and equipments- all of these subject to prior and appropriate intimation and consent from the Institutional Partner.
- (e) The Institutional Partner shall not permit unauthorised students to attend the Course;
- (f) The Institutional Partner confirms and agrees that VSAT set up cost will be borne by the institutional partner and will be property of the institutional partner shall ensure to update the equipment including the hardware and software (legal software only) and infrastructure from time to time. The Institutional Partner shall ensure adequate power backup to ensure that the classrooms remain operational;
- (g) It is agreed by the franchisor that in furtherance of the functioning of Institutional Partner centre all cost of study material including books, notes, photocopy expense of assessments/test series shall be borne by the franchisor (ALS).
- (h) Institutional Partner acknowledges and accepts that the Franchisor's representatives shall have the right to enter the Institutional partner Centre during business hours to examine the Institutional partner Centre and to notify any deficiency, unsatisfactory condition or non-compliance, which shall promptly be cured by Institutional Partner so far such concerns the Institutional Partner.
- (i) That the Institutional Partner agree and confirm that the classes/coaching as provided by ALS are student centric and not faculty centric. The franchisor has full right to change the faculty for any subject, even during the continuance of the batch for which the student has enrolled with ALS subject to prior and appropriate intimation and consent from the Institutional Partner. The Parties by signing this instant Agreement unconditionally agree and confirm that the terms of this Agreement shall supersede all/any oral assurance/s as given to each other and any oral/written assurance/s, by any one be that it be the representative of ALS or Institutional Partner, which is in contradiction with the terms of this Agreement, shall be null and void.
- (j) That the Institutional Partner agree and confirm that in the event of leakage of Faculty Videos from the center the Institutional Partner will be liable to penalty as imposed by franchisor and to indemnify the faculty and franchisor for actual loss.

**8. THE INSTITUTIONAL PARTNER CENTRE:- FUNCTIONING**

During the subsistence of Institutional Partner arrangement, the Parties assure and confirms:

- (a) To maintain Minimum one classroom with VSAT setup in good condition including development of the Institutional partner Centre in consideration of the facilities to students and the directions by ALS;
- (b) To permit the Franchisor's duly authorised personnel to inspect the premises, infrastructure, financial records, software and hardware;
- (c) To provide correct and up to date details qua the number of students attending the Courses as well as students enrolled for the Course at the INSTITUTIONAL PARTNER CENTRE.

**9. ADVERTISEMENT**

- (a) It is agreed by the Institutional Partner that all local marketing (hoarding, pole kiosk, newspaper ad, sunpack, canopy, posters, leaflets, flex banner, standee, cable ad, radio ad, tv ad etc.) shall be done by the



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Institutional partner as / and when required and the cost for the same shall be fully borne by the. Parties equally.

- (b) It is agreed by franchisor that all National level marketing (google ads, youtube, twitter, facebook, Book Ads, Website ads, Blogging Ads, etc.) shall be done by the franchisor (ALS) and the leads generated from these activities shall be shared with the Institutional partner. The Franchisor shall also advertise itself in national magazines such as competition wizard etc.
- (c) Artwork for all marketing purpose shall be provided by the franchisor (ALS);
- (d) Leaflet, Posters, DVD, Prospectus, Brochure shall be provided by the franchisor (ALS);
- (e) In-center branding has to be done by the centre and the guidelines issued by the franchisor (ALS) has to be followed by the Institutional partners for in centre branding;

#### 10. PROGRAM FEES AND COLLECTION

- (a) The Institutional Partner shall ensure that the program fees is collected from student using website (payment gateway) or by using cheque, DD in favour of 'ALS Satellite Education Pvt. Ltd.' or transferring cash in ALS Satellite Education Pvt Ltd bank account. The Institutional partner share shall be remitted fortnightly and both the parties shall bear their portion of the service tax.
- (b) The Institutional Partner ensure to comply all directions relating to concessions, schemes, student-rewards and discounts mandated by the Franchisor, including transit/transfer/referral schemes as notified from time to time;

#### 11. ACCOUNTS

The Parties shall maintain, during the Term of this Agreement, and for at least three (3) years from the date of their preparation complete books and accounts relating to Institutional Partner business including records relating to all receipts, payments and shall furnish any information as may be required by the Parties to examine, audit and take copies of the books and accounts;

#### 12. DUTIES OF THE FRANCHISOR

- (a) The Franchisor shall have the right to revise the Program Fees and shall notify the Institutional Partner accordingly;
- (b) For any payment mode used by the student apart from payment gateway the Institutional partner shall issue receipt to the students confirming their enrolment
- (c) The Franchisor shall have the right to withhold Institutional Partner's access to ALS transmission, video archives and the learning management interface in case of any breach by Institutional Partner to the terms of this agreement;

#### 13. CONFIDENTIAL INFORMATION

Institutional Partner agrees that it shall treat and hold the Confidential Information of the Franchisor with all reasonable care and protection as it would provide to its own Confidential Information and shall not disclose or provide access to anybody except as authorized in writing by the Franchisor;

#### 14. INDEMNIFICATION

The Parties shall fully indemnify and keep indemnified each other against all losses, liabilities, claims, taxes, demands, damages, causes of action, governmental inquiries and investigations, costs and expenses, including reasonable attorneys' and accountants' fees.

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from, as a result of, or in connection with actions, errors, omissions, breaches or defaults of the other party herein and/or its employees, representatives and agents under this Agreement including any acts or omissions alleged or proven to be a result of the Party's negligence or wilful misconduct which may be brought against the other Party or which any of the Party herein may sustain or incur at the instance of any third party/ person(s), or any person(s) claiming his / their rights on account of non- fulfilment of the other Party's obligations in terms of this Agreement.

#### 15. INTELLECTUAL PROPERTY RIGHTS

- (a) The Institutional Partner acknowledges and confirm that that any unauthorized use of the Marks of franchisor, by the Institutional Partner shall constitute a breach of this Agreement and shall also constitute an infringement of Franchisor's rights in and to the Marks, each attracting liability for the Institutional Partner;
- (b) The Institutional Partner undertakes that at no time, the Institutional Partner shall make or be entitled to make any claim to the trade name or Marks and alike or any part of the name or names under which the Franchisor is carrying on the business;
- (c) The Institutional Partner declare and confirm that after termination of this agreement the Institutional Partner shall not use the Marks, trade name, logo, symbol or any other description owned by franchisor.

#### 16. REPRESENTATION AND WARRANTIES OF THE INSTITUTIONAL PARTNER

The Institutional Partner hereby warrants and represents as under:

- (a) The Institutional Partner represents and warrants that there are no zoning, building, environmental or other laws or any other dispute(s) and or restrictions of whatever nature in regard to the use or occupancy of the Leased Premises, which is likely to preclude or impair the use and occupancy of the Institutional partner Centre for the purpose of running the Institutional partner activity. The Institutional Partner represents and warrants that it has obtained all clearances, Institutional partner permits and other approvals required by the Government Authorities and under all Applicable Laws for the operation of INSTITUTIONAL PARTNER CENTRE;
- (b) The Institutional partner undertakes to retain the said Institutional partner centre and the premise thereof until the subsistence of this Agreement or change the location after approval from the Franchisor.
- (c) The Institutional Partner represents and warrants that it has procured all the necessary approval, authorization, certificate, exemption, filing, registration and/or other requirements, which are required under law for setting up and operating INSTITUTIONAL PARTNER CENTRE;
- (d) The Institutional Partner will ensure that all required equipments, systems, software, hardware, computers and all mandatory (prescribed) equipment including spare parts and other facilities are available at all times at the Institutional partner Centre and shall replace defective or worn-out equipment by purchasing new equipment;
- (e) The Institutional Partner will not interview to or interact with the media / press or submit any material to the media / press with respect to Institutional partner activity without the prior written approval of the Franchisor;
- (f) The Institutional partner shall not use the Institutional partner centre for any other purpose other than the IAS preparatory classes by the Franchisor (ALS) except for any other programs/products launched by the Franchisor (ALS) in the future
- (g) The Institutional Partner shall pay all taxes that may be required in furtherance of the running of Institutional Partner centre at the designated area;



- (h) The Signatory of the Institutional Partner has been duly authorised to execute and implement the terms and conditions of this Agreement and there is no other arrangement in contradiction of the terms of this agreement;
- (i) The statements, representations and warranties made herein are true, correct and accurate and shall survive termination of this Institutional Partner Agreement.

#### **17. NON – COMPETITION**

The Institutional Partner acknowledges and agrees that the Institutional Partner or its partners / directors or associates or family members and relatives or family members and relatives of its partners/ directors/employees shall not be entitled directly / indirectly to establish or set up, maintain, support in whatsoever manner, engage or participate in or provide services to a Competing Businesses during the subsistence of this Agreement;

#### **18. NON SOLICITATION**

The Institutional Partner shall not directly or indirectly solicit or assist any individual or entity in the solicitation of students/ prospective students intending to divert the business of the Franchisor or utilise the trade secrets or any Confidential Information exchanged between the Parties herein during the term of this Agreement to inure to the benefit of the Institutional Partner or any third Party.

#### **19. CONSEQUENCES OF BREACH BY INSTITUTIONAL PARTNER**

In the event of breach of terms of this agreement by the Parties or failure on the part of the other Party to complete its obligations the affected Party shall inform the other Party by way of a written notice about the failure and the other Party shall within 15 days from the receipt of the notice rectify the defect or respond; failing which the affected Party shall be entitled to seek injunctive relief including claiming of damages as incurred due to the Other Party, including loss of business and shall be entitled to immediately terminate the Agreement by serving a written notice upon the Other Party;

#### **20. TERMINATION**

The parties to this agreement shall have the rights to terminate this agreement at any point of time after serving the notice of three months to other party, without occurring any liability arising out of termination.

In case of termination it is the responsibility of the Parties to ensure that the coaching of ongoing batch is not hampered by any means.

The termination by efflux of time or earlier determination of the Agreement shall not affect the rights and liabilities of the Parties as may have accrued as prior to or on the termination date.

#### **21. CONSEQUENCES OF TERMINATION**

The following consequences shall apply on termination of this Agreement: -

- (a) The Institutional Partner or its constituent Partners shall not have the right to obtain the return or the restitution of any part of the consideration remitted in accordance hereunder.
- (b) The Institutional Partner shall not use or claim any right, title or interest of whatever description in the Intellectual Property Rights or Confidential Information; The Institutional Partner shall not adopt, register or use any mark deceptively similar to the 'Marks'; The Institutional Partner shall not, after the termination of this Agreement, commence any Courses or take new admissions thereto.



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**22. ASSIGNMENT OF RIGHTS AND LIABILITIES**

The Parties understands and acknowledges that the duties under this agreement are non-assignable in nature.

**23. COMPLETE AGREEMENT**

This agreement, including its attachments, set forth the entire agreement between the parties and any prior agreement or understanding of the parties hereto in respect of subject matter contained herein is hereby terminated and cancelled.

**24. JURISDICTION AND DISPUTE RESOLUTION**

In respect of any disputes, in case no mutual settlement, the parties agree to submit the dispute to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, ("the Act"). The cost towards the Arbitration proceedings will be borne equally by both the Parties. The decision and award shall be in writing and shall be final and binding and conclusive between the Parties. The venue of arbitration shall be at Suryamaninagar or Agartala only and the language of arbitration shall be English. The courts at Agartala only shall have exclusive jurisdiction over the disputes.

**25. LEGAL NOTICE AND OTHER NOTICES**

Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally or sent by certified or registered post or courier or e-mail as follows:

- (i) If to Franchisor  
**ALS Satellite Education Private Limited**  
1<sup>st</sup> and 2<sup>nd</sup> Floor, Aggarwal Auto Mall, Plot 2, Shalimar Place District Centre, Delhi – 110088
- (ii) If to Institutional Partner  
**The Registrar, Tripura University, Suryamaninagar -799022 State- Tripura.**

**(iii) WAIVER OF RIGHTS UNDER INSTITUTIONAL PARTNER AGREEMENT**

Failure of either Party at any time to require performance of any provision of this Agreement shall not affect the right to require full performance thereof subsequently, and the waiver by either Party of a breach of any provision shall not be taken or held to be a waiver of any subsequent breach thereof or as nullifying the effectiveness of such provision.

**(iv) FORCE MAJEURE EVENT TO INSTITUTIONAL PARTNER AGREEMENT**

Neither Parties shall be liable for any loss or damage caused due to events which are beyond the reasonable control of Parties such as acts of god which includes natural calamities, fire, floods and droughts; wars, riots, insurrection, acts of the public enemy, terrorism ("Force Majeure Event"); provided, however, that in the event a Force Majeure Event persists for Sixty (60) days or more, either Party shall have the right, but not the obligation, to terminate this Agreement.

**(v) RELATION BETWEEN PARTIES TO THIS AGREEMENT**

The relation between the Parties shall be on a principal to principal basis and nothing in this Agreement is to be construed to make a Party- a partner, an agent or legal representative of the other for any purpose.

**(vi) SEVERABILITY**

In the event that any provision of this Agreement, or any portion thereof, shall be held invalid, illegal or unenforceable under applicable law, such defect shall not vitiate the other provisions of the Agreement and the remainder of the Agreement shall continue to be legal, valid, effectual and binding on the Parties hereto;

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(vii) **AMENDMENT/ALTERATION IN INSTITUTIONAL PARTNER AGREEMENT**

This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, all the Parties.

**IN WITNESS WHEREOF**, the Parties have set their hands and seals hereto on the day and date first mentioned.

**FRANCHISOR: ALS Satellite Education Pvt. Ltd.**

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1/10/18



**Authorized Signatory**

**Name: Mr Prateek Bhattacharya**

**Witnesses:**

1. *Pranesh Debnath*  
*Co Lt. Rakhal Debnath*  
*Vill + PO - Dazjynagar, Agartala*
2. *Tripura (West)*

3.

**INSTITUTIONAL PARTNER: Registrar (I/c),  
Tripura University**

*(Sanit Debroy)*  
*Registrar (I/C)*  
*Tripura University*  
*Suryamaninagar-799022*  
1.10.18

**Authorized Signatory**

**Name: Shri Sanit Debroy**

**Witnesses:**

1.

*DK*  
11/10/2018  
**Dr. M. K. Singh**  
Professor  
Department of Chemistry  
Tripura University  
Suryamaninagar, Tripura, India.

2.

*Samir K. Sin*  
11/10/18  
Prof. Samir K. Sin  
Department of Human Physiology  
Tripura University, Suryamaninagar  
Pin-799022, Ph.- 09862590290

3.

*Naviged Debnath*  
01/10/18

**Dy. Registrar (I/C.)**  
**Tripura University**  
**Suryamaninagar-799022**