ఆంధ్ర ప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

Date 30/7/16 S.No. 1915 Rs. 100/-

BU 581618

Sold to Sri...S. Krishnaiah, s/o. S Eswaraiah, Ananthapuramu

For Whom...M/s...Jawaharlal Nehru Technological University, Anantapur

N. JAYARAMULU
STAMP VENDOR
RANI NAGAR, ANANTHAPURAMU
L. No. 12-20-012 of ....

## LICENSE AGREEMENT

THIS AGREEMENT is entered into on this **Fourth day of August, 2016** ("Effective Date") among (i) **INDIAN INSTITUTE OF TECHNOLOGY**, Madras ( IITM ), with offices at Sardar Patel Road, Chennai - 600036 ("LICENSOR"), **Blueprint IT,** a unit of SPE Trust, having their registered address at No. 8, Karpagambal Nagar, Mylapore, Chennai-4 (Authorized Support Partner)

(ii) Electronics & ICT Academy, National Institute of Technology, Warangal (EICT-NITW) ("Trainer")

And

(iii) JNT University Anantapur, Ananthapruamu. ("LICENSEE")

WHEREAS, LICENSEE wishes to obtain license from LICENSOR for the Database Licensed Program and to receive learning assistance from TRAINER, for the purpose of learning and IITM (LICENSOR) desires to grant license of these software, to LICENSEE. TRAINER desires to provide learning assistance related to software. Database Program License are exclusive and limited for the purpose of learning and to do the assignment for the NPTEL video lectures on Database Design course.

NOW THEREFORE, the LICENSEE agrees to the following terms and conditions, of the LICENSE from IITM and shall sign the License Agreement, in acceptance of the terms and conditions of the License, from IITM as set out hereunder.

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## 1. GRANT OF LICENSE.

Subject to the terms and conditions of the Agreement, IITM grants to the LICENSEE, a non-exclusive, non-transferable LICENSE, to use the *Database Application software* (the "Licensed Programs") for the purpose of learning to do the assignment on Database Design course. LICENSEE may use the Licensed Programs in executable format, for this use of doing the assignments by the students. LICENSEE may not, however, transfer or sublicense the Licensed Programs to any third party in whole or in part in any form, whether modified or unmodified.

## 2. TRAINING ASSISTANCE

Subject to the terms and conditions of the Agreement, EICT-NITW as TRAINER provides learning assistance to the LICENSEE, a non-exclusive, non-transferable, assistance in learning the topics delivered by LICENSEE through the *Database Application software* (the "Licensed Programs") and do the assignment on Database Design course. LICENSEE may not, however, transfer or sublicense the learning modules, if any given by TRAINER, to any third party in whole or in part in any form, whether modified or unmodified. TRAINER can provide onsite assistance for a maximum of two times in a semester on demand.

## 3. CONSIDERATION

a. Licensee should have paid the license fees TO LICENSOR.
b. Licensee should have paid the training fees to TRAINER.
c. License fee of **Rs. 1,00,000/-** for each year of total 3 years time span from the effective date, do not include any shipping, duties, bank fees, sales use, excise, service tax or similar taxes due. If Licensor is required to pay any such amounts, Licensee shall reimburse Licensor, in full payable to IITM.
d. Training fee of **Rs. 20,000/-** for each year of total 3 years time span from the effective date.

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and in no event with less care than is reasonably required to protect the confidentiality of the Licensed Programs.

### 7. TERM

a) The license granted hereby is initially valid for a period of one year, from the date of signing this Agreement and it shall continue to extend validity for a year upon payment of Rs 1,00,000/- and such extensions of validity can be made twice based on this agreement. The granted license is valid during the period of validity, unless and until terminated pursuant to Section 8 hereof and subject to Licensee's proper performance of its obligations hereunder.

b) The provision of learning assistance is initially valid for a period of one year, from the date of signing this Agreement and it shall continue to extend validity for a year upon payment of Rs 20,000/- and such extensions of validity can be made twice based on this agreement. The learning assistance is valid during the period of validity, unless and until terminated pursuant to Section 8 hereof and subject to Licensee's proper performance of its obligations hereunder.

### 8. TERMINATION

IITM may terminate this Agreement if Licensee is in default of any of the terms and conditions of this Agreement and fails to correct such default within ten (10) days after written notice thereof from IITM. Upon termination or expiry of the License, all materials, data, information, videos, software, hardware or device provided by the Licensor shall be duly returned by the Licensee to the Licensor.

### 9. TERMINATION CERTIFICATE

In the event of termination, Licensee will immediately discontinue use of the Licensed Programs Within one (1) month after the termination of this Agreement, Licensee will furnish to IITM a certificate, which certifies with respect to each of the Licensed Programs that, through its best effort and to the best of its knowledge, the original and all copies, in whole or in part and in any form, of each of the Licensed Programs have been destroyed. The provisions of Sections 4, 5, 8,11, and 13 here of shall survive any termination of this Agreement.

### 10. MAINTENANCE SUPPORT

The licensor will not provide any maintenance support. All documentation and front ending support will be provided by our partner Blueprint IT, having their registered address at 8, Karpagambal Nagar, Mylapore , Chennai 60 004. The Licensee shall not make payments towards maintenance charges, to Blueprint IT.

### 11. WARRANTY DISCLAIMER

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LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAM WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED PROGRAMS WILL BE UNINTERRUPTED OR ERROR FREE.

## 12. LIMITATION OF LIABILITY

IN NO EVENT SHALL LICENSOR BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY.

## 13. INDEMNITY

Licensee will defend, indemnify and hold harmless the Licensor, its employees and researchers, and each of their officers, directors and employees from and against all liability, damages, costs (including attorney's fees and expenses) arising out of any action brought against it (or any such party) based on a claim relating to the License.

## 14. NOTICES

All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or mail or personally delivered at the address set forth on the front page. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail five days after proper deposit in a mail box.

## 15. SUCCESSORS

This Agreement will be binding upon and will inure the benefit of IITM and Licensee here to and their respective representatives, successors in interest and permitted assignees except as otherwise provided herein.

## 16. SEVERABILITY

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.

## 17. GOVERNING LAW/FORM

This Agreement shall be governed and interpreted by the laws of the State of Tamil Nadu. The parties submit to the exclusive jurisdiction of the courts located at Chennai.

## 18. NON-ASSIGNMENT

This Agreement and the licenses granted by it may not be assigned, sublicensed, disseminated or distributed to any other party or otherwise transferred by Licensee without the prior written consent of IITM.

## 19. LICENCE FEE

JNTUA will take up BOSS-MOOL OS and on-line DBMS programs. JNTUA will pay IITM a license fee of Rs. 1,00,000/- for each year of total 3 years time span from the effective date, (Exclusive of Service Tax as applicable) for the Database Application software for each year. JNTUA will also pay EICT-NITW a training fee of Rs.20,000/- (Exclusive of Service Tax as applicable) for each year of total 3 years time span from the effective date for receiving learning assistance for the Database Application software.

The University shall need to pay a fee of Rs.2000/- (Exclusive of Service Tax as applicable) per student to IITM, who opt for a certification from IIT, Madras.

## 20. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which may be contained in Licensee's purchase order or IITM's order acknowledgement forms.

## 21. ARBITRATION

All disputes shall be tried and resolved amicably by negotiations. Otherwise, it shall be referred to a sole arbitrator, to be appointed by the parties herein, under Indian Arbitration and Conciliation Act, 1996. The Jurisdiction of the court shall be at Chennai only.

IN WITNESS WHEREOF, the parties herein, have hereunto put their hands and seal on the day, month and year first hereinabove written.

Dean (ICSR)
INDIAN INSTITUTE OF TECHNOLOGY
Madras (IITM)
प्रो. रवीन्द्र गेट्टु
डीन / ASSOCIATE DE
औद्योगिक परामर्श एवं प्रायोजित अनुसंधान
INDUSTRIAL CONSULTANCY & SPONSORED RESE
आई.आई.टी. मद्र

REGISTRAR,
JNT UNIVERSITY ANANTAPUR
Ananthapuramu
REGISTRAR
J.N.T.U. Anantapur
ANANTAPURAMU-915002

Chair,
ELECTRONICS & ICT ACADEMY
NATIONAL INSTITUTE OF TECHNOLOGY
Warangal

Witnesses:

1.

2.

REGISTRAR JNT UNIVERSITY, ANANTAPUR
0 4 AUG 2016
ANANTHAPURAMU (A.P.)

Every batch Students needs to complete online course registration by filling the form provided under 'Register' tab. On registration and payment of fee to IIT Madras, a mail will be sent to student with USER ID and PASSWORD for downloading the BOSS-MOOL OS and Database Application or University can collect make the consolidated fee to IIT Madras. The 43 Video lectures will be given on CDs and are also downloadable from NPTEL web site. Two assignments will be given in the middle of the course and the final exam will be conducted at the end of every batch.

## Evaluation:

Student need to work on two specific assignments given as part of lab course and submit it to IIT Madras for evaluation. A final exam with objective type question paper for a duration of 2 hours will be held on the Database Design based on the video material.

## Support:

At a specific schedule time in the week (1 hour) Prof. D. Janakiram and Tutors will be available online for any support required for doing the assignments or doubts in the video lectures.

## Fee:

Rs 2000/- will be payable to IIT Madras for each student. Draft may be drawn in favour of Indian Institute of Technology, Madras payable at Chennai and sent to DOS lab, Room No-345, Department of Computer Science, IIT Madras, SP Road, Adyar, Chennai-600036

## Certificate:

All students who submit assignments and appear for final exam will be given a certificate by IIT, Madras based on the marks secured by them.

1. More than 90%          Elite+Medal
2. 60% to 89%             Elite
3. 35% to 59%             Successfully Completed the Course
4. Less than 35%          Certificate of Participation

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