

ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

BU 677763

Serial No: 65105

Purchased By:

R.V.S.RAMA RAO

S/O R.S.N.MURTHY

VISAKHAPATNAM

Denomination: 100

Date 21-10-2016

Stamp S. no

BU 677763

For:

RELIANCE JIO INFOCOMM LIMITED

VISAKHAPATNAM

Sub Registrar

Ex. Office Stamp Vendor

SRO Ananthapur (R.O)

AGREEMENT

This agreement ("Agreement") is entered into on 22-10-2016 ("Effective Date") by and between

1. **Reliance Jio Infocomm Limited**, a company incorporated under provisions of the Companies Act, 1956, and having its registered office at 3rd Floor, Maker Chambers IV, 222, Nariman Point, Mumbai 400021, Maharashtra, India ("**Reliance**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns), and
2. Jawaharlal Nehru Technological University Anantapur (JNTUA), a University established under the AP Govt. Act No. 30 of 2008 and having its registered office at, Ananthapuramu ("**JNTUA**" which expression shall, unless it be repugnant to the context or meaning thereof shall mean survivors and the heirs, executors and administrators of the last survivor and permitted assigns).

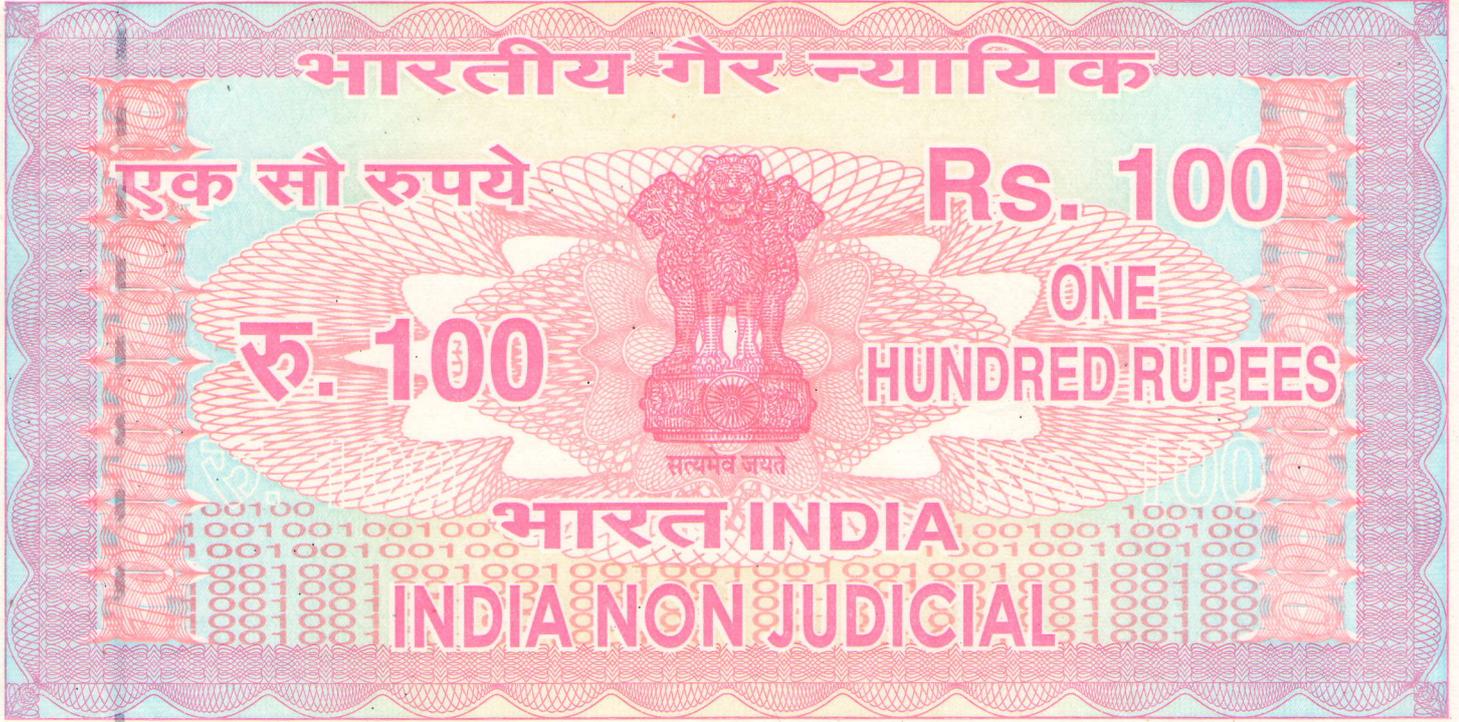
Reliance and JNTUA may individually be referred to as "**Party**" and collectively as "**Parties**".

Whereas,

- A. Parties have agreed that Institute will offer the Course Program developed by Reliance to students at the Locations of the Institute on the terms and subject to the conditions set forth herein.
- B. Capitalised terms and expressions used in this Agreement shall have the meaning given to them in **Annexure 1** and the principles of interpretation set out therein shall apply while interpreting this Agreement.



REGISTRAR
J.N.T.U. Anantapur
ANANTAPURAMU-515002



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

BU 677764

Serial No: 65106

Denomination: 100

Date 21-10-2016

Purchased By :
R.V.S.RAMA RAO
S/O R.S.N.MURTHY
VISA KHAPATNAM

For :
RELIANCE JIO INFOCOMM LIMITED
VISA KHAPATNAM

Stamp S. no BU 677764

[Signature]
Sub Registrar
Ex. Office Stamp Vendor
SRO Anantapur (R.O)

NOW THEREFORE, Parties hereby agree as follows:

1. TERM

- 1.1 This Agreement shall be effective on and from the Effective Date and shall remain in full force and effect for three (3) years ("Term"), unless terminated earlier in accordance with the provisions of this Agreement.
- 1.2 Parties may extend the Term for a maximum period of 3 years on mutually agreed terms and conditions.

2. COURSE PROGRAM

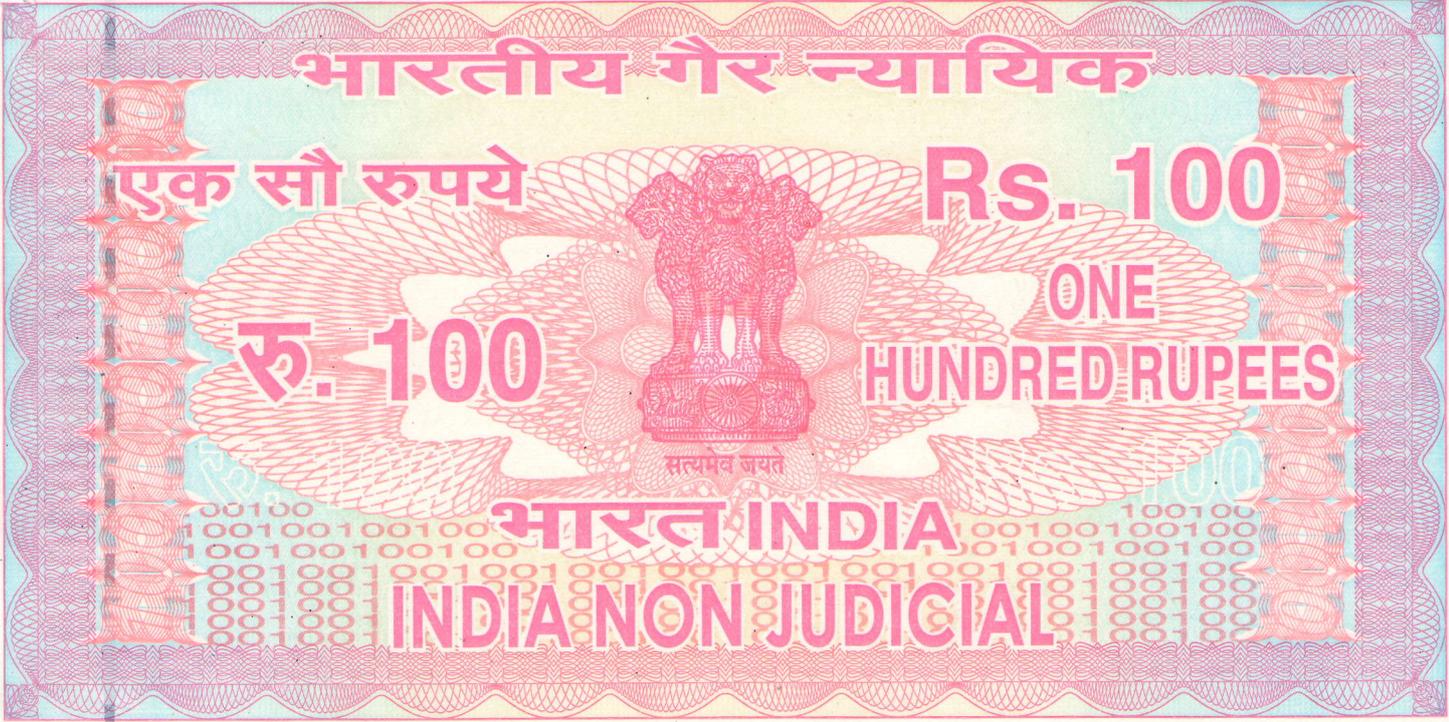
- 2.1 Institute shall offer the Course Program at the Locations to all persons eligible to enrol in the Institute and to employees/representatives nominated by Reliance or any of its affiliates.
- 2.2 Institute may use the Course Program and Intellectual Property Rights associated there with or relating thereto only for teaching, and marketing and promoting, the Course Program.
- 2.3 Reliance shall provide the Institute relevant course materials relating to the Course Program as provided by it to other institutes offering the Course Program. Institute shall not provide or make available the course materials to any person other than the Students.

3. INFRASTRUCTURE, ASSETS AND PERSONNEL

- 3.1 Institute shall, as soon as reasonably practicable and in any event within 180 days of the Effective Date, set up and install all necessary infrastructure and assets for conducting the Course Program at each Location in accordance with the provisions hereof, including without limitation the following:



[Signature]
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BU 677765

Serial No: 66107

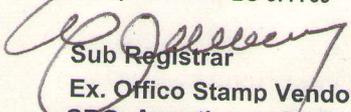
Purchased By :
R.V.S.RAMA RAO
S/O R.S.N.MURTHY
VISA KHAPATNAM

Denomination: 100

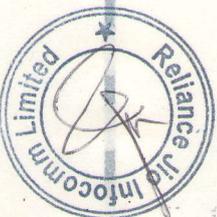
Date 21-10-2016

Stamp S. no BU 677765

For :
RELIANCE JIO INFOCOMM LIMITED
VISA KHAPATNAM


Sub Registrar
Ex. Office Stamp Vendor
SRO Ananthapur (R.O)

- (a) two or more Smart Classrooms at each Location for conducting functional, technical and behavioural training, of which one will have computer system integrated to the monitors on each desk for systems and processes training;
 - (b) high speed internet connectivity;
 - (c) a fiber laboratory containing all equipment and other assets required to provide practical fiber training with components including (i) the systems laboratory with computers and (ii) the in-building and in-home wiring training facility and provide 2500 square feet of open ground area at the Locations for Outside Plant Park (OPP) simulation and training, in consultation with Reliance;
 - (d) Institute Assets at each of the Locations for conducting the Course Program.
- 3.2 Institutes shall set up the laboratory and classroom in compliance with the design and layout provided by Reliance, if any, for the same.
- 3.3 Institutes shall provide the Students access to the infrastructure and other facilities at the Locations including classrooms, stationery, canteen, wash-rooms.
- 3.4 Institutes shall maintain the infrastructure and the Institute Assets so as to effectively conduct the Course Program, and shall ensure that the infrastructure and Institute Assets are in good and proper working order.
- 3.5 Institutes shall ensure that the faculty members nominated by it to conduct the Course Program are skilled, qualified, trained and equipped personnel.
- 3.6 Institutes shall, in consultation with Reliance, determine (i) the criteria for admitting persons to the Course Program and (ii) the maximum and minimum number of persons to be enrolled in the Course Program in each year:




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- 3.7 Institutes shall not charge the persons admitted to the Course Program ("**Students**") a fee higher than that stipulated by Reliance from time to time for or in relation to the Course Program.
- 3.8 Institutes shall not, in any event and under any circumstances guarantee or charge any amount in any manner whatsoever to any person including students for any placements or job openings or employment opportunities with Reliance or any of its affiliates.
- 3.9 Reliance shall be entitled to install its telecommunication infrastructure/equipment at the Institute/Locations so as to enable Reliance to provide telecommunication services to the faculty, staff and students of the Institute. Institute shall provide access to the Locations as may be required by Reliance to install, maintain, repair and/or replace any such infrastructure or equipment and shall co-operate with and provide all reasonable assistance to Reliance in this regard.
- 3.10 Institute shall designate a Single Point of Contact ("**SPoC**") within two (2) days of the date hereof and ensure that the SPoC is available at all times for discussion and consultation with Reliance in relation to the Course Program and this Agreement.

4. OWNERSHIP AND USE OF THE COURSE PROGRAM

- 4.1 Institute agrees and acknowledges that Reliance is and shall be the sole and exclusive owner of all Intellectual Property Rights in relation to or in connection with the Course Program developed before, after and during the Term, including any and all intellectual property derived from or in connection with the Course Program.
- 4.2 Institute shall use the Course Program, Reliance Assets and all Intellectual Property Rights therein and in relation thereto only for offering the Course Program to the Students, and for marketing and promotion of the Course Program and for no other purpose whatsoever.

5. ASSETS

- 5.1 Reliance shall install and maintain Reliance Assets at the Locations as and when required in a reasonably timely manner for provision of the Course Program. Institute shall retain the Reliance Assets at the place where originally fixed at the Location on the date of installation and not move the same there from without prior written consent of Reliance.
- 5.2 Each Party shall continue to have all right, title and interest in its respective Assets and any additional assets provided/installed by it at any time and from time to time and the other Party shall have no right, title, interest or lien or any right of any nature or kind whatsoever in the first Party's Assets.
- 5.3 Institutes shall not, and shall procure that its representatives do not, create any charge, pledge, hypothecation, lien, security interest or other encumbrance whatsoever on or in respect of any Reliance Asset.
- 5.4 Institutes shall bear and pay all operating costs relating to all Assets.

6. CERTIFICATION OF COURSE PROGRAM

- 6.1 Reliance shall set up a proctored testing website on which students shall be required to undertake certification tests for the Course Program.
- 6.2 Institutes shall ensure that only Students who have completed specified hours of training are permitted to take such tests in relation to the Course Program.
- 6.3 Institutes shall conduct the tests at the Institute in the manner specified by Reliance from time to time.




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- 6.4 Institutes shall issue completion and proficiency certificates in the format provided by Reliance to students who successfully complete the tests and meet the criteria specified by Reliance from time to time.

7. TRAINING

- 7.1 Reliance may conduct a training program in relation to the Course Program for faculty members nominated by the Institute at a location and schedule specified by Reliance.
- 7.2 Institutes shall nominate a minimum of two (2) senior faculty members for the training program and ensure that such faculty members attend the training program. Institute shall ensure that the faculty so nominated by it are capable of training other faculty members who replace them.
- 7.3 Institutes shall nominate and ensure such nominated senior faculty members attend the additional refresher course conducted by Reliance, if any.

8. ADVERTISING AND PROMOTIONS

- 8.1 Institutes shall market and promote the Course Program, including on its website.
- 8.2 University shall have to inform thirty (30) days prior to commencement of each year of the Term to provide Reliance for its approval for the proposed calendar of promotional and marketing events and activities in the immediately following year.
- 8.3 Institute will publish the link to Reliance job portal on its website and in its bulletin boards at the Locations for dissemination of information to students and alumni members for potential career options available at Reliance or its affiliates.
- 8.4 Institute will display and exhibit the marks, logo and other material provided by Reliance from time to time in relation to the Course Program at its premises, website and such other locations as may be agreed by Reliance from time to time.
- 8.5 Reliance may make available to Institute art work, imagery, photographs, sample branding materials and other similar items for advertising, marketing and promoting the Course Program.
- 8.6 Institute will use the marks, logo and materials provided by Reliance only for the purposes set out herein, and then only in accordance with the guidelines prescribed by Reliance from time to time.
- 8.7 Institute confirms that it shall not obtain any right, title or interest whatsoever in any proprietary information or intellectual property of Reliance.
- 8.8 Institute shall on its website and bulletin board provide details of websites or portals maintained by or on behalf of Reliance on which potential applicants may register their profiles for suitable job roles.

9. BOOKS AND RECORDS; AUDIT

- 9.1 Institutes shall prepare and maintain up to date, complete and accurate books of records and accounts in relation to the Course Program and other transactions relating to the Agreement in the form and the manner as may be specified by Reliance from time to time.
- 9.2 In particular, Institute shall provide to Reliance on or before the 20th day of each month the following reports:
- (a) Report detailing the Course Program conducted by it at each Location during the immediately preceding month;
 - (b) report with details of the Students who have attended the Course Program conducted during the immediately preceding month; and



(c) such other data, reports, information and supporting records as Reliance may from time to time prescribe; each in a format prescribed by Reliance, if any.

9.3 Reliance and its representatives shall be entitled at any time and from time to time to visit the Locations and the Institute, to inspect and audit the Assets, fiber laboratories, classrooms (including Smart Classrooms), and other infrastructure provided by the Institutes, and the books of account and records relating to this Agreement, and to take copies of such books and records. Institute shall grant Reliance and its representatives free access to its laboratories, classrooms and open area for such purpose.

9.4 Reliance and its representatives may at any time and from time to time visit the Locations/Institutes to verify and audit whether the Course Program is being conducted in accordance with the Agreement or not.

9.5 Institute shall furnish to Reliance an updated database of Students who have successfully completed the Course Program at such periodicity and in the format prescribed by Reliance from time to time.

10. TAX

10.1 All taxes duties, levies, expenses, charges, cess, including service tax levied or imposed in relation to the Agreement shall be borne and paid by Institutes.

11. REPRESENTATIONS AND WARRANTIES OF UNIVERSITY

University represents and warrants that:

11.1 it has the capacity and all the necessary power and authority to enter into and perform all its obligations hereunder and to undertake the transactions contemplated hereby;

11.2 entering into this Agreement or performance of the obligations hereunder shall not result in a violation of or non-compliance with any applicable laws and it shall at all times comply with the applicable laws;

11.3 it has obtained all permits and licenses, if any, required or desirable to be obtained by it in connection with this Agreement and the performance of its obligations hereunder and shall at all times maintain such permits and license and keep them valid and subsisting;

11.4 it is not subject to any bankruptcy proceedings and there are no circumstances which exist that may entitle any creditor to appoint a receiver or to petition for winding up or to exercise any other rights over or against its assets;

11.5 this Agreement and the other documents entered into in connection herewith have been duly executed and delivered by it and constitute or will constitute, following the execution and delivery of this Agreement and such other documents, valid and binding obligations of Institute, enforceable against it in accordance with its terms;

11.6 none of the execution or delivery of this Agreement, the consummation of transactions hereby contemplated or compliance with the terms hereof, will conflict with or result in a breach of, or require any consent under the charter documents or any applicable laws or any agreement or instrument to which it is a party or by which it or its property is bound or may be affected or to which it is subject;

11.7 each representation and warranty of Institute is true and correct in all respects as on the date of execution of this Agreement and shall remain true and correct on each day of the Term.




REGISTRAR

12. TERMINATION

- 12.1 Either Party may terminate this Agreement by giving three (3) months prior written notice to the other Party.
- 12.2 A Party may terminate this Agreement in case of a material breach of this Agreement by the other Party which breach is not remedied within thirty (30) days from the date of notice of such breach to such defaulting Party.
- 12.3 Reliance may terminate this Agreement if any representation or warranty of the Institute set out in clause 12 is untrue.
- 12.4 Upon expiry or termination of this Agreement,
- (a) Parties shall be relieved of their respective rights and obligations under this Agreement save such obligations and liabilities that accrued prior to termination, or those which survive termination of this Agreement;
 - (b) Institute shall, and shall procure that his representative shall, return to Reliance, all Reliance Assets in proper working condition (reasonable wear and tear excepted), course materials, any designs, layouts, advertising, promotional or other material provided by or on behalf of Reliance and Confidential Information that the Institute has in its possession or control;
 - (c) Institute shall cease using any and all Intellectual Property Rights or other materials, logos, marks, artwork and imagery provided by or on behalf of Reliance and the granted hereunder to Institutes in relation thereto shall forthwith terminate.

13. CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS

- 13.1 Institutes shall maintain strictly confidential in accordance with the standards of care and diligence that it utilises in maintaining its own confidential information, and in any event no less than reasonable standard of care, the terms of this Agreement and any information in relation to this Agreement, Reliance or its affiliates supplied to or obtained by it or its representatives pursuant to or in the course of performance of this Agreement ("**Confidential Information**") and shall not disclose any such information to any person, save as expressly provided herein.
- 13.2 Institutes may disclose Confidential Information only to its employees strictly on a need to know basis (and then only to the extent so required) provided that each such person is aware of the confidential nature of such information and agrees to maintain it strictly confidential on terms no less onerous than the terms hereof. Prior to disclosure of Confidential Information, Institute shall procure that the relevant employee enters into a confidentiality and non-disclosure agreement on terms no less onerous than the terms hereof and agreeing to assignment of such agreement in favour of Reliance, at Reliance's option. Institute shall be liable to Reliance for the acts and omissions of its employees in relation to the Confidential Information, as if they were acts and omissions of Institute.
- 13.3 Institutes shall, and shall ensure that its affiliates, and its and their employees, directors, officers, agents and representatives, keep the terms of this Agreement and any and all information exchanged in pursuance hereof, strictly confidential and shall not, and shall ensure that its representatives do not, disclose any such information to any third party, without Reliance's prior written consent.
- 13.4 Institutes shall not make any public announcements or issue any advertisement, promotional material or release or any other similar document, nor participate in any media interview in relation to any transaction relating to this Agreement, the existence or terms of this Agreement, without the prior written consent of Reliance, including in relation to the form thereof.



13.5 This clause shall survive termination of this Agreement.

14. INDEMNITY

14.1 Institute shall indemnify, defend and hold Reliance and its affiliates, its and their officers, directors, employees, agents and representatives, harmless from and against all claims and losses, arising out of or resulting from in connection with (a) a breach by Institute of any of its obligations hereunder or (b) any of Institute's representations or warranties being untrue. This clause shall survive the termination of this Agreement.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 This Agreement is made and shall be construed in accordance with laws of India.

15.2 Parties shall make reasonable endeavours to resolve any dispute or difference arising out of or in relation to this Agreement. If any such dispute or difference is not so resolved within 30 days of the dispute or difference arising then either Party may refer such dispute or difference to arbitration. Arbitration shall be conducted by a tribunal of 3 arbitrators in accordance with the provisions of Arbitration and Conciliation Act, 1996, with each Party nominating an arbitrator and the two arbitrators so appointed appointing the third arbitrator. The venue of arbitration shall be Mumbai and the language of arbitration shall be English. The arbitral award shall be final and binding on Parties.

15.3 Subject to the provisions of clause 16.2, Parties agree to submit to the jurisdiction of competent courts in Mumbai, India with regard to any dispute or difference arising out of or in connection with this Agreement, to the extent reference to courts is permitted under the provisions of the Arbitration and Conciliation Act, 1996.

15.4 This clause shall survive termination of this Agreement.

16. ASSIGNMENT

16.1 Both the parties shall not, directly or indirectly, assign or otherwise transfer this Agreement, in whole or in part, without prior written consent of the parties.

17. NOTICES

17.1 Any and all notices, demands and other communication in relation to this Agreement may only be sent by a Party to the other Party by pre-paid post or facsimile transmission to the address of the recipient stated herein or at any other address notified by the recipient or the facsimile transmission number notified by the recipient and any notice, demand or communication so sent shall be effective upon actual receipt and in case of notices sent by pre-paid post, it shall be deemed received on the third day after the date of dispatch (if not actually received earlier) and shall become accordingly effective.

18. MISCELLANEOUS

18.1 This Agreement constitutes the entire agreement between the Reliance and Institute and supersedes all previous agreements and negotiations in respect thereof.

18.2 Nothing in this Agreement shall constitute or be deemed to constitute the relationship of principal and agent or of partnership between Parties hereto or create a joint venture between Parties or employment relationship between Reliance and Institute's personnel.

18.3 No waiver, amendment or other modification of this Agreement shall be effective unless in writing and signed by each Party.

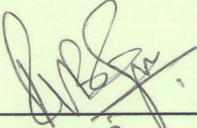


- 18.4 In case any provision of this Agreement (except in relation to any representation or warranty) shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- 18.5 Neither Party shall be liable for any consequential or indirect losses in connection with or arising out of this Agreement.
- 18.6 Each Party shall bear and be responsible for its own costs and expenses in connection with this Agreement.
- 18.7 This Agreement may be executed by Parties in counterparts, each of which shall be an original and all such counterparts taken together shall be deemed to constitute one and the same Agreement.

IN WITNESS WHEREOF, Parties have caused their respective authorized signatories to execute this Agreement on their behalf.

For Reliance Jio Infocomm Limited

For JNTUA

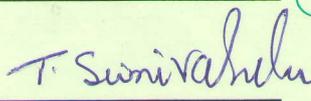

 Name: R. V. Balasubramanian
 Title: Vice President
 Date: 01/Nov/2016

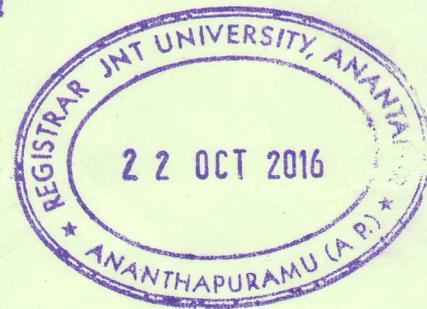

 Name: Prof. S. Krishnaiah
 Title: Registrar, JNTUA
 Date: 22.10.2016



REGISTRAR
J.N.T.U. Anantapur
ANANTAPURAMU-#15002

WITNESS:

- 1)  (Prof. A. Ananda Rao)
- 2) 
JCM



ANNEXURE 1

DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1. DEFINITIONS

Unless the context or meaning otherwise requires, the expressions shall have the following meanings:

- 1.1 "Agreement" means this Agreement, together with all the Annexures, as may be amended, supplemented or otherwise modified from time to time in accordance with the provisions hereof;
- 1.2 "Assets" means Institute Assets and Reliance Assets collectively and "Asset" means Institute Assets or Reliance Assets, as the case may be;
- 1.3 "Course Program" means vocational training course developed by Reliance in relation to telecommunication and internet sales and services, including but not limited to the training modules, course content, study materials, presentations, practical laboratory sessions, certification criteria and methodology, and shall include any other vocational training courses which may be developed by Reliance in future from time to time in relation to telecommunication and/or internet services;
- 1.4 "Institute Assets" means assets owned, installed and maintained by the Institute as more particularly detailed in **Part A of Annexure 3**;
- 1.5 "Location" shall mean location of the branches of the University at set out in **Annexure 2** and such other locations as may be mutually agreed between Parties from time to time;
- 1.6 "Intellectual Property Rights" means, on a worldwide basis, any and all intellectual property rights now known and hereafter known or obtained, current or future, in both tangible and intangible forms, including without limitation, (a) rights associated with works of authorship including without limitation copyrights, moral rights, and mask works, (b) trade secret rights, (c) trademarks, drawings, service marks, commercial symbols, trade names, patents, algorithms, designs, and other industrial property rights, know-how, ideas, concepts, rights of publicity, methods, techniques, processes, domain names, business names, fictitious names, inventions and all other intellectual and industrial property rights of every kind and nature worldwide and however designated, whether arising by operation of law, contract, license or otherwise (d) all registrations, initial applications, renewals, extensions, continuations (including continuations-in-part), re-examinations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing), and (e) rights to enforce any of the foregoing;
- 1.7 "Reliance Assets" means assets owned, installed and maintained by Reliance and as more particularly detailed in **Part B of Annexure 3**;
- 1.8 "Smart Classroom" means classroom having LCD projector, computer aided projector facility connected to a central server, secure data storage and retrieval facilities;
- 1.9 "Term" shall have the meaning assigned thereto clause 1;

2. PRINCIPLES OF INTERPRETATION

Unless the context otherwise requires, the following principles of interpretation shall apply while interpreting this Agreement:

- 2.1 Descriptive headings of clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this Agreement.



- 2.2 Words denoting persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations and other entities (whether or not incorporated).
- 2.3 Use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to any person or persons or circumstances except as the context otherwise permits.
- 2.4 References to the word "include" or "including" shall be construed without limitation.
- 2.5 Annexures form an integral part of this Agreement and shall be in full force and effect as though they were expressly set out in the body of this Agreement.
- 2.6 Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.
- 2.7 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this Agreement.
- 2.8 Any consent, notice, approval or determination given under this Agreement, shall be binding only given in writing.
- 2.9 "Written" or "in writing" means handwritten, typewritten or printed electronically to make a permanent record.




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ANNEXURE 2
LOCATIONS OF THE UNIVERSITY

1. JNTUA College of Engineering, Ananthapuramu
2. OT & PRI (Oil Technological & Pharmaceutical Research Institute), Ananthapuramu
3. JNTUA College of Engineering, Pulivendula, YSR District.
4. JNTUA College of Engineering, Kalikiri, Chittoor District.




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ANNEXURE 3
INFRASTRUCTURE

PART A: INSTITUTE ASSETS

1. Smart Classrooms
 - a. Classrooms with minimum capacity of 20 and maximum capacity of 30
 - b. LCD Projector connected to computer
 - c. Secure server/1 TB storage space for training content
 - d. High speed internet data connectivity related infrastructure
2. Systems Labs
 - a. Computer based Training Facility
 - b. LCD Projector connected to computer
 - c. High speed internet data connectivity related infrastructure

PART B: RELIANCE ASSETS (Optional)

- a. Fiber connectivity provided by Reliance for cloud computing
- b. Training Equipment
 - i. Construction and splicing equipment
 - ii. Tools
 - iii. Consumables and other Material
- c. Display Products
 - i. Cables
 - ii. Racks, Distribution Panels

Detailed list will be appended where the Institute has been identified to set up the Lab Infrastructure

Reliance and Institute may from time to time agree on the consumables to be provided by Reliance to enable the Institute to provide practical training to the students and the consumption cycle for such consumables. Institute shall on monthly basis provide a report of such products used by Institute and at such times and in the form as may be requested by Reliance from time to time. Reliance may provide at its cost and may replenish the said consumables periodically.




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