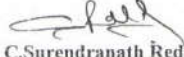




తెలంగాణ తెలంగాణ TELANGANA
S. No. 9087 Date: 04-03-2015, Rs: 100/-
Sold to Matta Gyan Prasad
B/O W/O D/O Mallisarajuba Rao Matta
For Whom NISG


C. Surendranath Reddy
licenced stamp vendor
L.NO.15-10-022/1999, RNL NO.15-10-41/2014
H No.19 J.P.Nager, Miyapur R.R.Dist-50
Ph-9951265126, 9396203330

B 549213

AGREEMENT BETWEEN NATIONAL INSTITUTE FOR SMART GOVERNMENT & SIKKIM MANIPAL UNIVERSITY FOR OFFERING A ONE YEAR DIPLOMA IN e-GOVERNANCE (DeG)

This AGREEMENT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Agreement") is made on _____ day of the month of _____, 2016, between, Sikkim Manipal University, Sikkim (herein after called "SMU"), having its registered office at Gangtok, Sikkim, India and, National Institute for Smart Government (hereinafter called "NISG"), having its registered office at TSIIC Center, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500032, India.

WHEREAS

- NISG wishes to address the capacity building requirement under Digital India and expects the proposed Diploma in e-Governance program conceptualized by NISG, (hereinafter called the "PROGRAM")-to help close the capacity shortfall of trained e-Governance professionals in the North East states of India.
- The program will be conducted by SMU though its constituent college of Sikkim Manipal Institute of Technology (SMIT), Majitar, with the support of NISG.
- NISG being the developer of the program holds all relevant IP rights over the program's description, pattern, syllabus, content and design in an exclusive manner. The IP right of individual course design and delivery will remain with the individual faculty.



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manner. The IP right of individual course design and delivery will remain with the individual faculty.

- d) The following documents attached hereto shall be deemed to form an integral part of this Agreement:

Appendix A: Payment Schedule

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke.A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke.

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NOW THEREFORE the parties hereto agree as follows:

1) GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following whenever used in this Agreement have the following meanings:

- a) "Applicable Law" means the law in force in India from time to time;
- b) "Capacity of the program" shall refer to the actual number of participants into the program
- c) "Agreement" means this Agreement between the SMU and NISG;
- d) "Effective Date" means the date on which this Agreement comes into force
- e) "Faculty Fee" shall refer to per session or per course payments owed to Faculty whether from SMU, and/or NISG or as recommended by NISG.
- f) "Party" means the SMU or NISG as the case may be; "Parties" means both SMU and NISG.
- g) "Program" means the one academic year of 12 months (including the period of internship), residential, full time, Diploma in e-Governance (herein after DeG) course conducted at SMU.
- h) "Trimester" means an academic term of three month duration
- i) "Third Party" means any person or entity other than SMU and NISG.
- j) "Structure of the Program" shall mean all of the following taken together
 - a) The one year duration
 - b) Three trimesters terms of three months each
 - c) Internship for three months
 - d) The residential nature at Majitar
 - e) The title and broad learning objectives of the courses that will be offered as part of the program.
 - f) The components of the program are categorized in three trimesters with eighteen mandatory and two elective papers, a study tour of e-Governance best practice, Internship for three months, Integrated and examinations.

1.2 Relationship between the Parties

Nothing contained herein shall be constructed as establishing a relation of employer and employee or of agent and principal as between SMU and NISG. This Agreement is on a principle-to- principle basis between the Parties hereto independent of each other.


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1.3 Law Governing Agreement

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of India.

1.4 Language

This Agreement has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telegram or facsimile to such Party at the following address:

For SMU : Vice Chancellor
Sikkim Manipal University
5th Mile Tadong, Gangtok,
Sikkim-737103
EPABX: 03592-270294/231138
Fax: 03592-231147

For NISG : Chief Executive Officer (CEO)
National Institute for Smart Government (NISG)
YSR Bhavan, TSIIIC Centre, Nanakramguda,
Opp.: CA, Financial District, Gachibowli
Hyderabad- 500032, Andhra Pradesh, India
Tel: 040- 66545352 Fax : 040-66545300

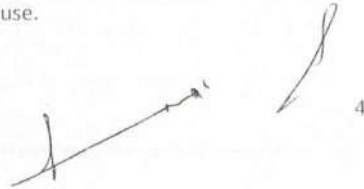
1.5.2 Notice will be deemed to be effective as follows:

- a) in the case of personal delivery or registered mail, on delivery;
- b) In case of digitally signed by email, on acknowledgement of receipt from the recipient.

1.5.3 A party may changes its address for notice hereunder by giving the other party notice of such changes pursuant to this Clause.



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2) SCOPE AND VALIDITY PERIOD OF THE AGREEMENT

1. This agreement shall come into force from the date it is signed by both the parties.
2. Unless terminated as per the Termination clause contained in this Agreement, this Agreement shall be in force for a period of two years from the date of commencement of agreement.
3. The scope of this Agreement shall be limited to the DeG course. Unless otherwise explicitly stated, none of the other programs and/ or courses offered by SMU under the aegis of SMU or NISG or intended to be offered by SMU through its constituent Institute SMIT or NISG in future, shall in any manner be affected by the provisions of this agreement. However, SMU or its constituent Institutions undertakes not to offer the Program designed by NISG bundled or combined with any other course or Program without the express permission of NISG.
4. Under the terms of this Agreement, SMU agrees to collaborate with NISG to manage and conduct residential program on e-Governance of one year duration-*subject to obtaining a minimum enrolment equal to the number of students required to fully cover, the budgeted direct costs.* However, under no circumstances, NISG shall be held responsible if the minimum enrolment of students as mentioned in Appendix B is not achieved.
5. Under the terms of this Agreement, SMU agrees to collaborate with NISG at all stages of the program to ensure that expectations of all the stakeholders in the program are fully met.


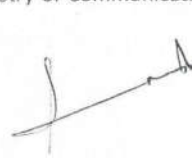
3) OWNERSHIP OF THE PROGRAM

The program has been conceptualized by SMU and to the extent such educational initiatives can claim ownership and IP rights as per the industry practice and the laws of the country, NISG shall have an absolute ownership of and IP rights over the "Structure of the Program" as defined in this agreement, along with description, pattern, syllabus, and design of the aforesaid Program. However, the IP rights over the course content and course design and delivery of the program shall vest with NISG or course faculty as the case may be.

4) RESPONSIBILITIES OF NISG

NISG's primary responsibilities shall include

1. Liaison with National e-Governance Division (NeGD), Department of Electronics and Information Technology (DeitY), Ministry of Communications & Information



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Technology, Government of India for clarifications or support required if any at different stages of the programme.

- II. Creation of a Core Advisory Group with representatives from NISG, University and Industry/Government for seeking suggestions on course content, design, structure and delivery.
- III. Monitoring the timelines and quality of the project deliverables assigned to SMU
- IV. Creating awareness about the program amongst the North East State/Central Government, departments/ agencies /ministries
- V. Liaison with the North East State Governments and other government agencies to ensure significant participation of candidates in the programme
- VI. Extend support for design and delivery of course modules if requested by SMU
- VII. Facilitate consultation with industry experts in e-Governance if required for design and delivery of course modules
- VIII. Working with SMU/ SMIT for identification and selection of faculty.
- IX. Facilitating all students participating in the Program to obtain offer to undergo the internship requirement of the course in consultation with SMU. SMU through its constitute Institute SMIT, provide support to arrange minimum 10 internship requirements, rest internship requirements will be taken care of by NISG.

5) RESPONSIBILITIES OF SMU

The ultimate responsibility for delivery of the program lies with SMU. SMU's role shall be to offer, manage and conduct the program through its constitute institute SMIT. However, NISG may extend any support required by SMU towards the delivery of course modules, upon receipt of a formal request from SMU, at applicable cost. The primary responsibilities of SMU include:

- a) To enter into a MoU with NISG for execution of the program
- b) Designing activities and events for creating awareness for the program, enabling prospective students to submit their application /candidature for the said program.
- c) Promoting the program among the all the North East states for obtaining nominations, with special focus on the state of Sikkim

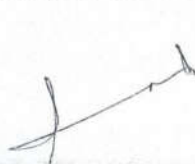


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- d) Promote the program to all prospective students and take care of all announcements, notifications etc.
- e) Submission of proposal for obtaining accreditation from AICTE for the Diploma in e-Governance
- f) Defining an admission policy and preparation of the program manual.
- g) Handle all the administrative matters of the student registration and admission including interviews, verification of certificates and other formalities.
- h) Conducting admissions in a fair and transparent manner with the support of NISG.
- i) Participation in the meetings with core advisory group
- j) Provision of educational infrastructure: class room, audio visual and computing support.
- k) Preparation of detailed course syllabus and session wise time table
- l) Provision of in-house expert faculty/ domain experts for design and delivery of all courses of DeG. Engaging third party external resources for delivery of course modules if required.
- m) Apprise NISG about the selection of suitable resources for design & delivery of course modules.
- n) Preparation of grade sheets
- o) Arrangements for distribution of teaching materials.
- p) Provision of hostel facilities, dining facilities and recreational facilities.
- q) Provision of Library and Lab facilities
- r) Make arrangements for assessment of tests/assignments along with the team of experts from NISG.
- s) Co-ordination and support for the effective implementation of the program and achievement of objectives agreed upon.
- t) Ensuring that highest levels of quality are aimed for and achieved at all stages of the Program in order to ensure the Program meets with its stated objectives.
- u) Conduct final examination, announcement of results, awarding of certificates.
- v) Support in actively canvassing the Government and Private Consulting Organizations in order to facilitate all students participating in the Program to obtain suitable Internships at least 10 students in the e-Governance space.
- w) Collaboration with NISG in identifying suitable internship offers to all students in timely manner.


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In addition to its own primary set of responsibilities, SMU & SMIT shall also be responsible for co-operating with NISG in the discharge of NISG's primary responsibilities.

6) COST COMPONENTS OF THE PROGRAM

The program cost includes pre-launch, execution and post completion expenses which are take account of, but are not limited to : The cost towards travel and stay arrangements for organizing meetings, canvassing for the program, awareness and communication, advertisement, admissions, interviews & selection, course design, development and review, provision of reading material, participant lodging and boarding, provision of infrastructure, classroom, library and lab facilities, Travel, boarding and lodging of external faculty, payment of honorarium, travel and accommodation cost of Project Study tour, Internship, examination costs, expenses of NISG in support of this course.

All administrative expenses incurred by NISG including: organizing a meeting with core advisory group, travel and stay arrangements for signing of MoU and any other meetings during the course of the program, will be reimbursed by SMU on actuals upon submission of bills by NISG. The cost of local hospitality of NISG personnel visiting SMU from time to time will be undertaken by SMU.

7) PAYMENT SCHEDULE

1. The payment schedule is given under Appendix A.

8) TERMINATION OF AGREEMENT

Either party may terminate this agreement as provided hereunder, by giving written notice to the other concerning a breach of the obligations under this Agreement. A breach shall consist of non-compliance with any of the obligations under this Agreement. The termination of this agreement shall not limit either party from pursuing any other remedies available to it under the law.

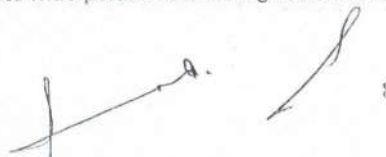
Termination by NISG

NISG may, by not less than ninety (90) day's written notice to SMU, such notice being given after the occurrence of any of the events specified in various paragraphs of this clause terminate this agreement.

- a. If SMU fails to pay any amount due to NISG pursuant to this Agreement and not subject to any dispute.



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- b. If SMU is in material breach of its obligations pursuant to this Agreement and has not remedied the same within sixty days following the receipt by SMIT of NISG's notice specifying such breach.
- c. If, as a result for Force Majeure, SMU is unable to perform a material portion of the services for a continued period of not less than ninety days.

Termination by SMU

SMU may, by not less than ninety (90) days' written notice to NISG, such notice being given after the occurrence of any of the events specified in various paragraphs of this clause terminate this agreement.

- a. If NISG is in material breach of its obligations pursuant to this Agreement and has not remedied the same within sixty days following the receipt by NISG of SMU's notice specifying such breach.
- b. If, as a result of Force Majeure, NISG is unable to perform a material portion of the services for continuous period of not less than ninety days.

Effect of Termination

- a) Irrespective of whether the termination is by NISG or SMU, the termination will take effect only from the conclusion of the Program then in force. Both parties shall continue to manage the program that is active at the time of termination till such time as examination is conducted and suitable completion certificates are issued to the successful candidates.
- b) Each party shall pay to the other a pro-rated amount that is owed up to the stage when termination shall take effect.

9) FORCE MAJEURE

- i. If the performance of this agreement by either party, or of any obligation under this agreement, is prevented, restricted or interfered with by reason of war, revolution, civil commotion, riot, fire, flood, disaster, acts of public enemies, blockade or embargo, strikes, any law, order, proclamation, regulation, ordinance, demand, or requirement having a legal effect of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this section, which is beyond the reasonable control of the party affected, and occurs at the place of business of either party, such party shall upon giving prior written notice to the other party, be excused from such performance to the extent such prevention, restriction, or interference, provided that the party affected shall use its best efforts to avoid or remove such cause of



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non performance , and shall continue performance there under with the utmost dispatch whenever such causes are removed.

- II. Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes. Unless otherwise directed by NISG in writing, SMU shall continue to perform its obligations under the Agreement as far as possible, and shall seek all means for performance of all other obligations, not prevented by the Force Majeure event. A claim for relief by SMU shall not be valid to the extent that a prudent supplier of Comparable Service could not have foreseen and /or prevented or avoided the Force Majeure event;
- III. Further provided that an inability to obtain sub-contracted services, if any, shall not constitute a Force Majeure Event except where no substitute is available.

10) MISCELLANEOUS

VALIDITY This Agreement shall be in full force and effect for a period of two (2) years from the effective date.

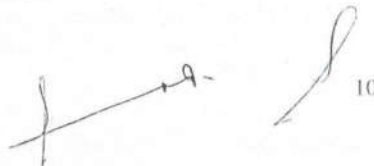
SURVIVAL SMU agrees that all of its obligations undertaken herein with respect to IP rights of NISG pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement. NISG agrees that it will respect the IP rights of the content developed and delivered by SMU faculty even after expiration or termination of this Agreement.

INDEMNITIES

- a. Both Parties shall indemnify, defend and hold the other Party and its directors, officers, representatives, employees, managers and members harmless from and against any and all claims, losses, liabilities, costs and expenses arising out of or in connection with (a) any breach of the terms of this Agreement; and (b) any breach of Applicable Laws.
- b. Neither party shall be liable to the other party for any special, indirect or consequential damages including, but not limited to loss of profits, even if the parties have knowledge of the possibility of such damages.

MODIFICATIONS

- a. Cost towards this Agreement is a complete and exclusive statement between parties concerning the DeG Program hereof and supersedes all proposals or prior written agreements, oral or written.

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- b. No addition to or modification of any provisions of this Agreement shall be binding upon the Parties unless in writing signed by duly authorized Parties representatives of the parties.

SEVERABILITY In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions of this Agreement, but this Agreement shall be constructed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

NON-EXCLUSIVITY: It is expressly agreed that the arrangement here by agreed between SMIT and NISG shall be on a non exclusive basis in the sense that NISG during the validity of this Agreement and thereafter my grant this Program or any other Program with similar structure, methodology, description, syllabus and / or content to any other institute, college or university in India or outside India and SMU has the right to use the content developed by its faculty or DeG for any other programme offered by it.

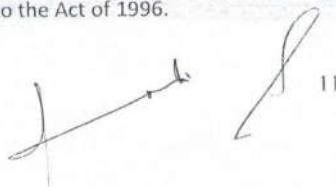
DISPUTES AND ARBITRATION: All disputes or differences, whatsoever, arising between the parties shall be settled as detailed under section ~~r~~ **Disputes and Arbitration** below.

FINALITY OF AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral or written representation with regard to the subject matter hereof. This Agreement may not be modified except by written instrument signed by both parties. This Agreement may be signed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound. The parties out of or in relation to the terms and conditions, meaning and operation or effect of this Agreement or breach thereof shall be settled amicably, failing which the same shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The reference shall be to three arbitrators, each party appointing one arbitrator and the two arbitrators appointing the third presiding arbitrator. Seat of arbitration shall be in New Delhi. The language to be used in the arbitration procedure shall be English. The award of the arbitrator shall be final and conclusive and binding upon the Parties subject to the Act of 1996.



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APPLICABLE LAW: This Agreement shall be governed by and constructed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of Courts in New Delhi only.






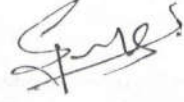
DISPUTES AND ARBITRATION: All disputes or differences, whatsoever arising between the parties out of or in relation to the terms and conditions, meaning and operation or effect of this Agreement or breach thereof shall be settled amicably in case they are not able to settle the disputes or differences between them amicably, the same shall be settled by arbitration in accordance with the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof for the time being in force. The reference shall be to three arbitrators, each party appointing one arbitrator and the two arbitrators appointing the third presiding arbitrator. Seat of arbitration shall be New Delhi Court Bench. The Language to be used in the arbitration procedure shall be English. The award of the arbitrator shall be final and conclusive and binding upon the Parties subject to the Act of 1996.

IN WITNESS WHEREOF the Parties hereto have hereunto and to a duplicate set the hands of the respective authorized officials on the day and year first herein above written.



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Authorized to sign and on behalf of:

Party: Sikkim Manipal University, Gangtok, Sikkim SIGNATURE (S)  Name : Brig (Dr) Somnath Mishra Vice Chancellor Sikkim Manipal University 5th Mile, Tadong, Gangtok Title : Date : 01 Apr 2016	Party: National Institute for Smart Government (NISG) SIGNATURE (S)  Name : SANDIV MITAL Title : CEO Date : 01 April 2016
Witnesses from SMU Witness-1 (Signature)  Name : COL (Dr) A LAL. Title : DIRECTOR, SMU Date : 01 APR 2016.	Witnesses from NISG Witness-1 (Signature)  Name : Veerajit Nandy Title : DGM, NISG. Date :
Witness-2 (Signature)  Name : DR. H. K. D. SARMA Title : PROFESSOR, HOD, IT Dept. Date : 01 APR 2016	Witness-2 (Signature)  Name : Siddharth Pareek Title : Manager, NISG Date :

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Appendix A – Payment Schedule

1. Project Outlay and Payment schedule

The total project outlay is Rs.225,00,000 [Rupees Two Hundred And Twenty Five Lakhs Only] for a batch of 25 participants @ Rs.9,00,000 [Rupees Nine Lakhs Only] per participant. The cost of the project includes all expenses incurred as a part of the assignment which includes expenses at all stages of execution of the project.

Payment Release	Pre-condition state of implementation	Percentage of Amount to be released	Amount
First	Signing of MoU between SMU and NISG. Acceptance of terms & conditions by SMU.	10% of the overall project cost	Rs.22.5 lakhs
Second	Submission of pre-project report after completion of admission formalities	50% of the total per participant cost as per the actual no. of participants.	@ Rs.4.05 lakhs per participant
Third	Post completion of the second term (Second Trimester)	40% of the total per participant cost as per the actual no. of participants	@ Rs.3.24 lakhs per participant
Fourth	Convocation and certification of participants	Balance of the total per participant cost as per the actual no. of participants	@ Rs.0.81 lakhs per participant

Terms & Conditions:

1. The maximum intake of students for the year 2016-17 will be 25.
2. Program will be launched subject to a minimum enrolment of 20 students
3. Any exigencies arising during the implementation of the project may be resolved with mutual consent.
4. The aforementioned costs are inclusive of all applicable taxes.

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