



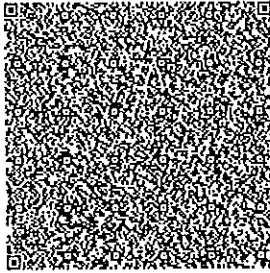
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL48204218022860M
Certificate Issued Date : 23-Apr-2014 12:35 PM
Account Reference : IMPACC (PF)/ di728513/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL72851393516001805896M
Purchased by : TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED ND
Description of Document : Article 58 Memorandum of Settlement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED ND
Second Party : Not Applicable
Stamp Duty Paid By : TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED ND
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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

Memorandum of Understanding

This Memorandum of Understanding (MoU) is made on 24th April 2014 at New Delhi between:

Telecommunications Consultants India Limited, a company incorporated under Companies Act 1956, having its Registered Office at TCIL Bhawan, Greater Kailash – I,

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.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.

New Delhi-110048, hereinafter referred to as "TCIL" which expression shall include its successor and its permitted assigns.

AND

National Institute of Electronics & Information Technology, an autonomous scientific society under the administrative control of Department of Electronics & Information Technology (DeitY), Ministry of Communications & Information Technology, having its registered office at Electronics Niketan, 6, CGO Complex, New Delhi – 110003, and referred to as "NIELIT", (which expression shall include its successors and permitted assigns).

TCIL and NIELIT collectively known as parties and individually as party.

WHEREAS TCIL, a Govt. of India Enterprise, is a leading company in IT and Telecommunications and has to its credit successful execution of many turnkey projects both in India and abroad in the field of Telecommunications and IT. TCIL is executing Tele-education projects and is also developing projects for Tele-education in India.

WHEREAS NIELIT is having the expertise and mandate to carry out Human Resource Development and related activities in the area of Information, Electronics & Cimmunications (IECT).

WHEREAS, TCIL and NIELIT agree to join hands for development of Tele-education network for taking education to the far flung areas and backward districts of the country and both the parties shall provide joint execution and implementation of future Capacity Building activities as well.

Now, therefore, it is agreed between two Parties as under:

1. The Parties wish to work together with the understanding that TCIL shall act as the Lead Partner for setting up of network infrastructure for delivering tele-education.
2. NIELIT shall provide Tele-education services over the network as per the requirements of education in the various locations.
3. NIELIT shall carry out the need assessment for the various education requirements in areas of interest.
4. NIELIT shall provide need assessment information for development of Tele-education network.
5. TCIL/ NIELIT shall give presentations to various funding agencies for allocation of funds for projects and development of network.
6. TCIL/ NIELIT shall develop project proposals for implementation of such projects in various regions of the country.
7. On award of the work, a mutually agreed Detailed Agreement shall be entered into between the parties based on the Responsibility matrix annexed as Annexure "A".

8. The term of this MoU shall be valid for 24 months from the date of signing of this MoU. All obligations hereunder shall only apply during the term of this MoU and to such obligations and commitments in relation to the projects, as may have been undertaken by the Parties.
9. After mutual consultation, a joint team consisting of representatives of parties will be formed for various activities like technical discussions, manpower resource allocation and their period of involvement and preparation of proposals.
10. Expenses towards the proposal preparation would be borne by the individual Parties viz. TCIL and NIELIT for their respective work. TCIL will not reimburse any such expenses to NIELIT towards preparation and submission of the proposals.
11. If TCIL is awarded the project then it agrees to award work to NIELIT identified for joint execution by the parties before award.
12. All technical, commercial and financial terms other than advance payment, pricing and termination & risk purchase rights as for the Project will be on back-to-back basis.
13. TCIL shall release payment due to NIELIT only on the receipt of corresponding payment by TCIL as mutually agreed in the Detailed Agreement.
14. If NIELIT fails to execute its portion of work, then TCIL shall have the right to terminate the contract with NIELIT and the same shall be executed by TCIL through third party or departmentally at the risk and cost of NIELIT.
15. Indemnity: The parties agree to indemnify and keep each other protected and harmless against any claim or action made by any third party and/ or any loss and damage caused to either party as a result of failure on the part of the other party to discharge an obligation arising out of or in relation to this MOU.
16. Force Majeure: The parties are not liable for failure to perform the party's obligation if such failure is a result of Force Majeure only if such Force Majeure is accepted by the client and due concession for the same is granted by the client.
17. TCIL and NIELIT agree to keep confidential all information shared with each other and disclose to third party only after taking prior written consent of each other. This clause excludes information available in public domain. The confidentiality provisions of this MoU shall remain in full force and effect during the term of this MoU and 12 months thereafter.
18. Nothing in this MoU shall be deemed to constitute, create or give effect or recognize a Joint Venture, partnership or business entity of any kind.
19. This MOU shall be construed and governed by the laws of India and the parties hereby submit to the exclusive jurisdiction of the Delhi Courts of Law.
20. Any matter, which is not stipulated in the MOU, shall be settled in good faith by discussion among the parties in the spirit of understanding and cooperation.



21. In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of legal affairs, Ministry of Law and Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

22. This MOU will be terminated in the event of

- a. Bankruptcy proceedings being initiated against any of the Party.
- b. Mutual agreement between the "Parties".


23. Notices and other communications under this MoU shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned in the MoU.

24. By signing this MoU, the "Parties" acknowledge that it correctly records the understanding they have reached with regard to the Project.

IN WITNESS WHEREOF, each party hereto has caused this MoU to be executed in duplicate to be effective as of the Date hereinabove mentioned and signed now by its duly authorized representative.

(For: TCIL)

Signature:



Name:

24/04/2011
N. Jais

Designation:

GM (FLCS)

Address:

TCIL

(For: NIELIT)

Signature:



Name:

Sanjeev Gupta

Designation:

AD (IT)

Address:

NIELIT

Witness:

Signature:



Name: R.S. KAUSHIK

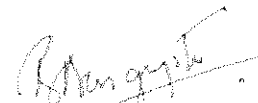
Designation:

GM (DC)

Address: TCIL

Witness:

Signature:



Name: B. B. DASGUPTA

Designation: NY-DIRECTOR

Address: NIELIT

ANNEXURE-A

Responsibilities Matrix

S. No.	Description	TCIL	NIELIT
1	Identification of Institutions/Centers/Schools/ITI/Universities/Diploma colleges etc for delivery of Tele Education services.	√	√
2	Design the network for setting up of desired infrastructure, finalizing BoM, BoQ, availability/coverage of public network etc.	√	
3	Project operation & maintenance, procurement of equipments, installation, & commissioning of the network.	√	
4	Provide certificate/diplomas in technology Entrepreneurship.		√
5	Training & Development programmes, inputs on project implementation, classroom teaching etc.		√
6	Delivery of lectures through studios.		√

