

FACILITIES AGREEMENT

THIS FACILITIES AGREEMENT ("this Agreement") is made effective as of the Effective Date (specified in Schedule 1) by and between **Tata Consultancy Services Limited**, a company incorporated under the Companies Act 1956, with its corporate office located at TCS House, Raveline Street, 21 D. S. Marg, Fort, Mumbai 400001, hereinafter referred as 'TCS' (which expression shall include its successors and assigns) and the Party specified in the Schedule 1 to this Agreement hereinafter referred as a 'LISP' (which expressions shall, unless the context requires otherwise, includes its successors and permitted assigns) for end to end infrastructural support for work as defined in the Scope of Services below. In this Agreement, TCS and LISP are collectively referred as "Parties" and individually as a "Party".

WHEREAS:

- a) TCS has certain shared software applications ("TCS Application System") which will be accessed/used by its customers ("Services");
b) TCS needs certain infrastructure and facilities for delivering the Services to its Customer(s) effectively and LISP agreed to provide such infrastructure and Facilities ("Facilities");

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**1. Definitions:-**

"Authorized Personnel" means only those individuals (working for and on behalf of TCS), who have a bona fide need to have access to Facilities in connection with the use of Services by Customer under this Agreement.

"Confidential Information" shall mean and include all business strategies, plans and procedures, proprietary information, software program, documentation, tools, processes, methodologies, data and trade secrets, information relating to customers, employees, or business partners, and any other confidential or proprietary information and materials of the Disclosing Party, its affiliates, clients or suppliers that may be received or obtained by the Receiving Party as a result of this Agreement.

"Customer" shall mean the customer or customers of TCS to whom TCS is required to render Services from or using the Facilities.

"Facilities" shall mean the facilities as set out in Clause 1 on Schedule 2

"LISP" shall mean Local Infrastructure Service Provider

"Location" shall mean the locations or places of the LISP as specified in Schedule 1 where the Facilities shall be made available to TCS.

"LISP Hardware" shall mean the hardware listed in Clause 2 in Schedule 2 and made available by the LISP to TCS for use during the Usage Period communicated by TCS.

"Term" shall mean the term as set out in the Schedule 1.

"Usage Period" - For LISP Hardware, it is the period when TCS shall utilize the Facilities for its business requirement which shall be notified under the relevant Work Order by TCS to the LISP. In case of a change in the Usage Period, such revised Usage Period shall be notified by TCS from time to time through a written notice to the LISP.

Scope of Service:-TCS requires an end to end infrastructural support to use the Facilities as set out in Clause 1 of Schedule 2 during the Usage Period for the Term of this Agreement. This Agreement is to ensure outsourcing of the work for conduct of the exam however the consideration for the same is being determined on usage basis of the facilities used as per Clause 3 in Schedule 2. From time to time TCS shall notify the LISP of its requirement to use the Facilities prior to the commencement of the Usage Period. This will be done by TCS by issuing specific Work Orders. Facilities shall be made available for exclusive use of TCS during the Usage Period as communicated by TCS. TCS has the right to postpone the Usage Period which shall be notified to the LISP as stated in this Agreement. LISP understands and agrees that time is of the essence of this Agreement and in the event of non-availability of the Facilities during Usage Period; TCS and its Customers would incur irreparable loss and damage both financial and reputational. LISP acknowledges that LISP shall make good such loss suffered by TCS and its Customers.

2. Term and Renewal:-This Agreement is effective during the Term as set out in Schedule 1 unless terminated earlier in accordance with the provisions of this Agreement.

3. Obligations of the LISP:- LISP shall make available the Facilities in working condition to TCS for the Usage Period throughout the Term. LISP shall allow free access to the Locations and the Facilities to TCS and its Customers and shall assist and co-operate with TCS to enable TCS to render Services to its Customers. LISP shall also ensure that Location is free of disturbance while TCS is using the same. In the event, the LISP has agreed to provide personnel as part of Facilities; the LISP shall ensure that such personnel have necessary expertise as required by TCS. LISP shall ensure that the power supply and its back up in form of diesel generator is available and is in working condition along with availability of fuel, back up electrical cables, electrician, as stated in Schedule 2 of this Agreement. LISP shall ensure that all nodes are networked and network connectivity is available at all times as mentioned in Schedule 3. LISP shall, at all times, comply with all applicable Facilities and/or Location related statutory laws, rules, regulations or policies including confidentiality and other obligations under this Agreement. LISP shall also procure and maintain all required approvals, permission, and consent throughout the term of this Agreement. LISP shall also obtain written consent from TCS before undertaking any maintenance activity with respect to Facilities which may jeopardize the timelines as stated in the Work Order issued by TCS to the LISP. LISP shall also on regular intervals and/or when required by TCS or by applicable statutory authorities provide proof of compliance with all applicable laws, regulations or policies and any such approvals, permission, consents. LISP shall maintain the Facilities for exclusive use by TCS during the Usage Period.

4. Fees:- TCS shall pay Fees to LISP as per Clause 3 in Schedule 2 after deduction of applicable tax at source (TDS) and provide LISP certificate in prescribed format for such deduction. All Fees payable under this Agreement shall be exclusive of applicable indirect taxes.

5. Representation and Warranties:- Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the country and shall comply with all applicable Laws; (ii) it has the full right and authority to enter into this Agreement and to perform all the obligations (including providing Facilities) under this Agreement and that this Agreement constitutes a legal, valid and binding obligation; and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party. Further, LISP warrants that all the Facilities provided as per Schedule 2 are in working conditions throughout the Term and in the event they are not in working conditions, LISP shall get it repaired at its own cost. LISP warrants that it has paid all applicable fees, charges, taxes etc. with respect to Facilities provided to TCS and shall be liable to pay any such applicable fees, charges, taxes etc. during the term of this Agreement. LISP shall indemnify, defend and hold harmless TCS and the Customer from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from breach of the aforesaid warranties or from the violation of any laws, rules, regulations or statutory requirements.

6. Limitation of Liability:- TCS shall not be liable to the LISP for any special, indirect, incidental, consequential (including loss of revenue



revenue and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if TCS has been advised of the possibility of such damages. The total cumulative liability of TCS under this Agreement shall not exceed in aggregate the amount paid by TCS to the LISP under this Agreement.

7. Confidential Information: - Each Party receiving the Confidential Information (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. The provisions of this Clause with respect to Confidential Information shall not apply to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party; (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.

8. Intellectual Property Rights:- LISP agrees that TCS Application System, deliverables and work products created or developed by TCS or its employees, representatives etc. using TCS Application System and/or Facilities under this Agreement, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of TCS. TCS is allowed to use the name and address of the LISP which may be necessary to render the Services to its Customers.

9. Termination: - (9.1) Termination for convenience by TCS. TCS is entitled to terminate this Agreement by giving fifteen (15) days prior written notice to the LISP. It is acknowledged and agreed between the Parties that LISP does not have right to terminate this Agreement for convenience. In the event if LISP terminates this agreement for convenience, the same shall be construed as material breach of this Agreement and TCS shall have the right to claim appropriate damages under the Law and this contract.

(9.2) Termination for Material Breach. Either Party may terminate this Agreement immediately by a written notice to the other Party in the event of a material breach which is not cured within thirty days of the receipt of the said notice period. Failure of LISP to abide by the Service Levels and

Denial of access by LISP to TCS on the Facilities shall be termed as material breach and the Agreement shall immediately be terminated by TCS.

(9.3) Effect of termination. Either party shall return to other party any of other party's confidential and proprietary information and material in its possession. LISP agrees that in the event of expiry or termination of this Agreement for any reason, any accepted and unexecuted Work Order shall be executed by the LISP and all the obligations under such Work Order shall be performed by the LISP.

10. Miscellaneous: - (10.1) Independent Contractors and Assignment. LISP shall not assign or transfer this Agreement or any obligations hereunder to any third party, without the prior written consent of TCS.

(10.2) Change Request: Any changes to this Agreement shall be in the form of change order ("Change Request") as attached in Schedule 4 and shall be signed by both Parties.

(10.3) Governing Law, Dispute Resolution and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of India. All disputes arising between the Parties, out of this Agreement shall be referred for arbitration to a sole Arbitrator to be mutually agreed upon and proceedings shall be governed by the Arbitration and Conciliation Act 1996. The venue and seat of arbitration shall be Mumbai. Subject to arbitration, the courts in Mumbai shall have exclusive jurisdiction.


(10.4) TCS Supplier Code of Conduct: The business engagement of TCS with the LISP is regulated by the TCS Supplier Code of Conduct. All agencies dealing with TCS like the LISP herein are also bound by the said TCS Supplier Code of Conduct. The LISP agrees to at all times abide by the said Code and shall promptly inform TCS of any breach or threatened breach of the Code by any person by informing to the Local Ethics Counselor or the Principal Ethics Counselor or the CEO of TCS. TCS, in turn, undertakes that it will maintain confidentiality of such communication received. Violations and concerns can be reported confidentially via email to corporate.ethics@tcs.com. The TCS Supplier Code of Conduct can be viewed at [HTTP://WWW.TCS.COM/SITECOLLECTIONDOCUMENTS/ABOUT%20TCS/TCS _SERVICE_PROVIDER_CODE_CONDUCT_07_2011.PDF](http://www.tcs.com/sitecollectiondocuments/about%20TCS/TCS_SERVICE_PROVIDER_CODE_CONDUCT_07_2011.PDF).

(10.5) Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties, with respect to the subject matter hereof)

(10.6) Notice: - Any notice in connection with this Agreement shall be in writing in English and delivered by hand, facsimile, email (as specified in the Work Order) registered post or courier of international repute to the address mentioned in the introduction clause or any other address as may be informed to each other in writing by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives

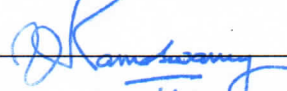
ADITYA COLLEGE OF ENGINEERING AND TECHNOLOGY

By: 
Name: Dr.T.K Rama Krishna Rao
Title: Principal

PRINCIPAL
Aditya College of
Engineering & Technology
SURAMPALEM-533 437



TATA Consultancy Services Ltd.

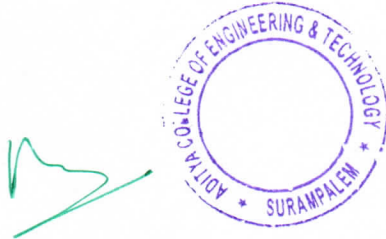
By: 
Name: Mr. Venguswamy Ramaswamy
Title: Global Head – TCS ION

SCHEDULE 1

TERMS OF AGREEMENT

<u>LISP Name</u>	<u>Invoicing Entity</u>	<u>Registered office address</u>	<u>Authorized Signatory Details</u>	<u>Details of Contact Person</u>	<u>Location Name</u>
Aditya College of Engineering and Technology	Sarojini Educational Society	Aditya Nagar,ADB Road,Surampalem,East Godavari District,Andhra Pradesh,India,PIN-533437	Dr.T.K Rama Krishna Rao Principal	Mr. RVVN Bhimarao TCA rvvnbrao@acet.ac.in 9951798999	Surampalem

<u>Contract Term</u>	<u>Effective Date</u>
3 years from Effective Date	01-08-2017



SCHEDULE 2

1. Facilities: Facilities shall be inclusive but not limited to the following listed:

a. General Facilities

- i. Furnished IT lab/s with furniture,
- ii. Air-conditioned server & UPS room
- iii. First Aid
- iv. Fire Extinguishers
- v. Drinking water
- vi. Cafeteria
- vii. Rest Rooms and Toilets
- viii. Housekeeping staff (including but not limited to Sweepers, Peons, Security Guards, Electricians, Lab Technicians, etc.)

b. Diesel Generator Facilities

- i. Dedicated Diesel Generator (DG) supply to the Facilities of a standard make which is supported by valid AMC and service certificate at all times

c. Assessment Support:

- i. As per TCS requirement, LISP will arrange for required assessment support by designating personnel in the role of Administrator, Invigilators, Lab technicians, Security Guards, etc. as derived and determined by TCS. TCS and/or its Authorized Personnel shall validate and pay for such invigilation \supervision service as per rates specified in point 3 (c) of Schedule 2. The LISP shall share the details of such personnel providing the invigilation\supervision service with TCS and/or its Authorized Personnel as and when required.
- ii. LISP will provide furnished IT lab with furniture, air-conditioned server room & UPS room, dedicated DG supply.

2. LISP Hardware:

Based on requirements of TCS, as per Work Order, including but not limited to the following as applicable:

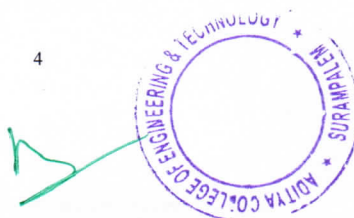
- a. Computer Nodes (Per Node Contracted and Used Per Session)
- b. LAN Facility
- c. Surveillance Camera facility to record a session based on TCS requirement-
- d. Recording media (CD/ DVD)
- e. Webcam for registration based on TCS requirement
- f. Internet Connectivity (with at least broadband connectivity)
- g. Laser / Ink Jet Printer (Per Unit)
- h. Printer with printing paper
- i. UPS
- j. Generator back Up

3. Fees:

- a. TCS shall pay Fees only for LISP Hardware for nodes at Rs. 50 per node per day for the highest number of nodes used by TCS on the particular day. In case LISP centre is not available as per the requirement of TCS, TCS reserves the right to proportionately reduce the node rate basis the number of hours for which LISP has made the nodes available.
- b. During Usage Period for personnel engaged and if the cost of the same is not included as per above defined rates then LISP shall be entitled to charge TCS for actual number of personnel engaged at the following agreed rates:

Sr. No.	Personnel Description	Single Shift Price	Two Shift Price	Three Shifts Price	Four+ Shifts Price
1	Test centre Administrator	Rs.750 per shift	Rs.1125 per day	Rs.1500 per day	Rs.1650 per day
2	IT Managers	Rs.750 per shift	Rs.1125 per day	Rs.1500 per day	Rs.1650 per day
3	IT Assistants	Rs.400 per shift	Rs.600 per day	Rs.800 per day	Rs. 900 per day
4	Invigilators	Rs.500 per shift	Rs.750 per day	Rs.1000 per day	Rs. 1100 per day
5	Support	Rs.300 per shift	Rs.450 per day	Rs.600 per day	Rs. 650 per day

TCS/ its Service Provider shall pay the aforesaid charges basis actual invoice received from the LISP.



- c. Other Reimbursements: Basis of actual utilization LISP is entitled to charge TCS for reimbursements of expenses on actual spend as defined below:

#	Description	Price
1	Surveillance Camera facility to record a session	Rs.10 per node per day
2	Print Per Sheet	Rs.1 per sheet

- d. **Diesel Generator Cost:** LISP will charge TCS for reimbursement of diesel expenses for the DG usage at rates specified below:

Sr. No.	Description	Rate
1	Diesel Cost	Rs. 4.5 per candidate

Number of Shift	Single Shift	Double Shift	3 or More Shift
Minimum Amount	Rs. 800	Rs. 1,500	Rs. 2,200

LISP shall be eligible for payout basis actual utilization (Diesel Cost per candidate * Number of registered candidates scheduled) or Minimum Amount whichever is higher.

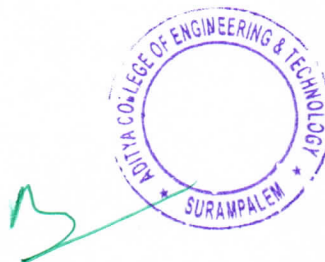
On the day of the examination in case diesel generator fails and TCS is required to arrange for alternate diesel generator, TCS shall raise a debit note on LISP basis actual expense incurred and adjust the amount from the invoice amount payable to LISP.

4. Miscellaneous:

- TCS will raise a Work order whenever TCS wants to use LISP hardware and LISP shall raise an undisputed invoice after the Usage Period within 60 days from the date of examination. LISP shall attach a copy of the Work Order and supporting documents along with the invoice. TCS shall verify the invoice and pay a validated invoice within thirty (30) days from the date of receipt of original hard copy of the invoice on best effort basis.
- In case TCS does not receive undisputed invoice within 60 days from the date of examination, TCS shall not be liable to make payment to the LISP.

SCHEDULE – 3 SERVICE LEVEL CREDITS

- LISP shall provide confirmation of center within 24 hours of receiving Work Order from TCS personnel
- LISP shall ensure that the details of personnel providing invigilation/supervision service are shared with TCS personnel 10 days prior to the period specified in Work Order
- LISP shall ensure that the invoices are dispatched immediately after completion of the project as stated in Work Order.



SCHEDULE 4
CHANGE REQUEST

No change to any Scope of Services shall be binding on the Parties unless the Change Request to the Facilities Agreement dated _____ ('Facilities Agreement') has been signed by authorized representatives of each party.

Change Request No.: _____
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Date Initiated: _____ Initiated by - _____

The following changes to the schedules to the Facilities Agreement are hereby approved by both the parties.

Description of Change:

Following are the changes/additions agreed to:

- a) Schedule 1
- b) Schedule 2
- c) Schedule 4

Approved

Tata Consultancy Services Limited

Authorized Signatory

Date

LISP

Authorized Signatory

Date