

ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

BX 477510

Sl.No: 14082 Date: 10/11/2017 Rs. 100/-

A.V.R. LAKSHMI KUMARI
LICENCED STAMP VENDOR
O.L.No : 06-27-007 / 2011.
R.L NO. 06-27-016/2015.
Valid Up to 31-12-2017
D.No : 24-25-55A, Durgapuram,
Vijayawada-3. Cell : 9392624769

Sold to Sri. R GUKT - IIT - SRIKAKULAM Rep by Director
For Whom. self Prof. S. Hara Sreeramula, Nuziveedu

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (MOU) is made at RGUKT, Hq, Tadepalle date 10/11/2017 of 2017

BETWEEN

The RAILTEL Corporation of India Ltd., a company registered under Companies Act 1956, having its registered office at 6th Floor, IIIrd Block, Delhi Technology Park, Shastri Park, Delhi - 110053 and Corporate office at Plot no. 143, Institutional Area, Opp. Gold Souk Mall, Sector - 44, Gurgaon- 122003, Haryana (which expression should unless repugnant to the context or meaning thereof include its successor and permitted assigns) hereinafter called 'RAILTEL' of the one part.

AND

"IIT-Srikakulam, S.M.Puram, Etcherla, AP532402 (here in referred to as a 'CUSTOMER' which expression shall unless repugnant to the context include its successors in the business administrators and permitted assigns) of the OTHER PART.

Signature

Signature
10/11/17

WHEREAS RAILTEL has been issued a National Long Distance license by the Department of Telecommunications (DOT), Ministry of Communications, Government of India (GOI) vide license No. 10-10/ 06-BS-I (NLD-06) dated 07.07.2006 under the Indian Telegraph Act, 1885 to provide end to end bandwidth i.e. digital transmission capacity. RAILTEL has also been issued an Infrastructure Provider Category-I registration bearing No. 50/2005/2002 dated 15.4.2002 by the DOT, GOI under the Indian Telegraph Act, 1885 to inter-alia provide data center co-location;

AND WHEREAS RAILTEL is a central public-sector company and is holding NLD, ISP licenses and IP-I registration.

Whereas RAILTEL has established an optic fiber based high capacity telecom network along Railways' right of way on all India basis connecting all major cities.

Now, in consideration of the respective covenants and undertaking herein, the parties hereto agree as follows:

OBJECTIVE OF THE COOPERATION

1. (a) AREAS OF COOPERATION

RAILTEL has discussed with IIIT-Srikakulam Government of AP, the various areas of co-operation wherein RAILTEL can offer ICT services, design and implement customized solutions and support these services. The following areas have been identified

- 1.1 Provision and delivery of high capacity/bulk Internet bandwidth as per the requirement of IIIT- Srikakulam
- 1.2 Design, Build, manage and transfer a resilient and scalable TCP/IP Data network for the IIIT - Srikakulam Campus with Controller based/Cloud based/any other suitable technology Wi-Fi hotspots as per the requirement and approved plan under specified service level agreement by IIIT - Srikakulam
- 1.3 Design and build a high speed campus LAN on Optic Fiber access network with associated electronics connecting various departments and Lab infrastructure.
- 1.4 Providing fiber backbone between the two campuses of IIIT-Srikakulam situated at 21st Century Gurukulam campus and Mitra Engineering College.
- 1.5 Provide LAN/WAN/SERVERS/WIFI/Audio &Video equipment along with required active and passive components as per institute requirements.



(b) IMPLEMENTATION PLAN

- 1.6 Implementation Plan will be formulated for each cooperative activity established under this MOU. The Implementation Plan will include detailed items for implementing the activity and will cover the ways and means to implement the project such as: technical scope, use of facilities and equipment, sharing of resources including costs, project schedule, management of collaboration, and exchange of scientific and/or technical information and its dissemination. Each Implementation Plan is subject to applicable review and approval procedures of the Participants.
- 1.7 The Participants share the view that intellectual property rights specific to the activities to be conducted in line with the Implementation Plan under this MOU will be provided for in such Implementation Plans.

2 GENERAL CONDITIONS

- 2.1 Compliance of all statutory laws of land including those of Central, State and local Authorities concerned, applicable on date or in future, for the operation of services or businesses of CUSTOMER using RAILTEL's assets, will be the responsibility of CUSTOMER and RAILTEL in no way shall be answerable or liable or responsible to any suits, litigations or penalties arising out of violation of any such laws.
- 2.2 CUSTOMER shall at all times keep RAILTEL indemnified against all claims, demands, suits, losses, damages, costs, charges and expenses whatsoever which the RAILTEL may sustain or incur by reason or in consequence of any injury to any person or to any property resulting directly or indirectly in the carrying on of any business by CUSTOMER on the said premises or any part thereof.
- 2.3 RAILTEL is responsible for the safety and welfare of the persons engaged for the purpose of execution of RAILTEL's deliverables at the CUSTOMER premises. The CUSTOMER has no liability in this regard.
- 2.4 CUSTOMER shall obtain all statutory/non-statutory and administrative approvals required in connection with operation of their business & provide a certified copy to RAILTEL.
- 2.5 CUSTOMER shall also pay to RAILTEL any other operational expenses not covered and anticipated above but forthcoming in the course of the period of the MOU, on mutually agreed transparent basis.
- 2.6 Admin user credentials of all active components should be under control of IIIT - Srikakulam.
- 2.7 RAILTEL should provide adequate training on all active components such as routers, fire walls, switches etc. to nominated technical staff of IIIT - Srikakulam.



2.8 RAILTEL should handover/submits all the Technical documents pertaining to the project as and when requested by the CUSTOMER.

2.9 RAILTEL will provide the information to CUSTOMER of agency engaged for this project, if any and the list of personnel who shall be deployed for execution of the project.

3 FINANCIAL REGULATIONS AND ADMINISTRATIVE SUPPORT

3.1 No financial obligations on either Participant are implied by this MOU. In line with the principle of equality and reciprocity, each Participant will normally cover its own costs in carrying out cooperative projects, unless specific financing becomes available for selected projects of mutual interests.

3.2 In the implementation of cooperative activities under this MOU, each Participant will make efforts to support the other Participant to complete administrative, regulatory and legal procedure and requirements.

4 PERIOD OF THE MOU

This period of the MOU will be for an initial period of two years from the date of signing of this period of the MOU and shall thereafter can be renewed for further for a period as desired by both the parties on mutual consent.

5 TERMINATION

Termination of the MOU shall be applicable for reasons those below.

5.1 TERMINATION FOR CONVENIENCE

Should any of the parties hereto consider termination this MoU for convenience or reasons Other than those note below Such termination can be done only after providing advance notice of 3 (three) months. However the party should provide knowledge transfer on total IT Infrastructure, to the concerned technical staff, IIIT - Srikakulam.

5.2 TERMINATION FOR DEFAULT

RAILTEL, without prejudice to its other rights at law or in equity, may terminate this Period of the MOU immediately and without notice if:

- a) If CUSTOMER is in default in the payment of any amount due hereunder and has failed to remedy such default within Sixty (60) days of receipt of written notice from RAILTEL.
- b) CUSTOMER may terminate this Period of the MOU only if RAILTEL fails to perform and discharge its service obligations as set forth in the MoU. And such termination requires CUSTOMER to communicate to RAILTEL in writing 60 days in advance and shall remain liable for paying to RAILTEL all recurring charges applicable for this notice period.



6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 Nothing contained in this Period of the MOU shall be construed to confer or be deemed to confer on one party any rights or license in the intellectual property of the other party.
- 6.2 Neither party will use the trade name and logo of the other party. No reference to the other party shall be made in the advertisement, self-campaigns and publicity materials compiled by one party except with prior permission

7 NON EXCLUSIVITY

Nothing in this period of the MOU shall mean that either party is anytime precluded from having similar arrangements with a third person/party subject to maintaining confidentiality provisions of this period of the MOU.

8 NON-DISCLOSURE CLAUSE:

Such confidential information that which by its nature it is obvious to the party receiving it is confidential or proprietary, the receiving party agrees to treat the same as strictly confidential and shall not divulge, directly or indirectly, to any other person, firm corporation, association or entity, for any purpose whatsoever, the confidential information so received by it and shall not make use of or copy such confidential information, except for the purpose of this contract. Such confidential information may be disclosed by the party receiving it only to such of the employees, consultant, advisers and sub-contractors of the receiving party who reasonably require access to such information for the purpose for which it was disclosed and who have secrecy obligations to the receiving party. The commitment shall impose no obligation upon either party with respect to any portion of such information that was known to the receiving party prior to its receipt from the other party; is known or which (through no act or failure on the part of the receiving party) becomes generally known ; or

- (i) Is supplied to receiving party by a third party which the receiving party in good faith believes is free to make such disclosure without restriction on disclosure.
- (ii) Is disclosed by the disclosing party to a third party generally, without restriction on disclosure
- (iii) Is independently developed by the receiving party without use of any confidential information provided by the disclosing party.



9 LAW GOVERNING THE MOU:

This period of the MOU shall be governed by the Law of India.

10 FORCE MAJEURE:

10.1 If during the period of the MOU, the performance in whole or in part, by other party, of any obligation under this is prevented or delayed by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods, earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENT) , provided notice of happenings of any such event is given by the affected party to the other, within twenty one (21) days from the date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in Performance. Provided service under this period of the MOU shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

10.2 In the event of a Force Majeure, the affected party will be excused from performance during the existence of the force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the

Force Majeure as much as possible. If such delaying cause shall continue for more than thirty (30) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this Period of the MOU. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

11 ASSIGNMENT

Either party can assign their rights and obligations derived under this period of the MOU, in the event of any change in the respective constitution, with prior written intimation to the other party. This period of the MOU shall accrue to the benefit of and be binding upon parties hereto and any successor entity into which either party shall have merged or consolidated. All rights and obligations Of either party shall be binding on their respective assignee or successor entities.

Shree


Q

12 NOTICES

Any notice or other communication required or permitted to be given between the parties under this period of the MOU shall be given in writing at the address that may be intimated from time to time.

IN WITNESS WHEREOF both Parties have caused these presents to be signed by their respective authorized signatories on the date and year first above written.




_____ 10/11/2017

For
IIT, Srikakulam, S.M.Puram,
Etcherla, RGUKT-AP.

For
RAILTEL CORPORATION OF INDIA
LTD.

Date: 10.11.2017

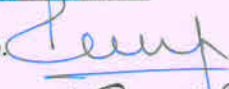
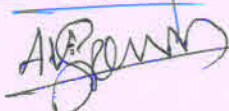
Date: 10/11/2017



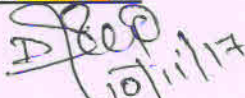
MUKESH KUMAR
General Manager (Mktg.)
RailTel Corporation of India Ltd.
7C, Gumidelli Towers, Opp. Shopper Stop
BEGUMPET, HYDERABAD - 500 016

Witnesses:

FIRST PARTY

- 1).  (P. V. Patil)
- 2).  (A. Veera Sreenu)

SECOND PARTY:

- 1).  (D. Srinivasa Rao)
- 2).