

## **TPRI Contractual Terms and Conditions**

- Territorial Prescience Research India Pvt Ltd.(TPRI) shall not be responsible for infrastructural requirements and setup and software installation, administrator privileges, projector, seating and wiring arrangement required for successful execution of the program, the hosting party/client organization shall provide all the required infrastructure and any costs incurred shall be born by them.
- 2. All the required software shall be installed checked by the hosting client organization and shall confirm via email prior to the session. In the event of any infrastructural challenges during the session, TPRI is not liable for any damages or grievances should be addressed by the client organization's system administrator. The client organization shall not pass the blame for inability to install/administer/work efficiently on the infrastructure provided by the client organization. TPRI is not responsible for the same.
- 3. The trainer shall give a maximum time of 20 minutes for all the participants to attend, before starting the session.
- 4. The trainer shall not entertain, new candidates in the middle of the session or on the second or the third day of the session.
- 5. The trainer is not responsible, for the number of participants attending or no-show for the session. Trainer is not responsible to communicate any no-show.
- 6. Candidates have to strictly adhere to the time frame allocated to them.
- 7. Trainer shall have access to candidate's direct feedback and shall not be managed or manipulated by the organization. Upon completion of the program candidate has to provide honest and genuine feedback without any external influences.
- 8. Trainer has right to record his own attendance of the list of participants and also video record the session for auditing and compliance purposes.
- 9. The hosting organization shall raise the PO before scheduling the session and immediately clear the invoice after completion of the session and shall also provide documented feedback on the corporate letter head of the hosting organization.
- 10. All outstation training programs that are scheduled at locations outside Bangalore shall be sponsored with return flight by the client.
- 11. Pricing varies for training programs based on the technology. We only provide code driven hands-on sessions.
- 12. Training vendors/organizers/client shall not use, distribute, copy, store, modify nor transmit my training profile in any medium without my prior approval.
- 13. No masking or deleting of the copyrights or other credible information by any organization shall draw strict copyright infringement.
- 14. Training Schedule once confirmed shall not be changed or re-scheduled without prior written approval.



- 15. Schedule for training programs are to be confirmed at least 21 days before its commencement. Any urgent training requirements could only schedule based on trainers availability or Dr. Syed Awase Khirni's availability and schedule.
- 16. Organization can confirm Dr. Syed Awase Khirni's schedule by 20<sup>th</sup> day of every month for the subsequent months. For the months of march and april, confirmation needs to be obtained early by Jan 20<sup>th</sup> 2018. Based on availability, he would schedule on first cum first basis in the event of any available slots.
- 17. For programs scheduled outside India, the client must arrange for travel visa and related documentation, return air travel and stay what so ever is mandated/in compliance with visa regulatory authority of that respective country.
- 18. Client shall provide purchase order in the name of Territorial Prescience Research India Pvt Ltd, Bangalore. All payments are disputes are subjected to the jurisdiction of Bangalore, Karnataka, India. TPRI reserves the rights to record the audio/video conversations, produce data points and evidences to support the sequence of events.
- 19. All invoices shall be raised post successful completion of the session and shall be cleared within 10 (ten) working days post completion of the session.
- 20. Any client/organization stores or illegally distributes the training material provided during the session or post session without authorization is liable for legal expenses incurred by TPRI for recovery of the damages, and additionally is liable for damages.
- 21. Client organization shall provide a list of participants along with their communication email addresses, and TPRI reserves the right to record feedback on their own TPRI feedback forms post completion of session.
- 22. The fee paid is not refundable.
- 23. In the event of dispute, the client organization, should provide access to all the participants of the session and should refrain from any undue influence to distract the facts/actual incidental reporting mechanism.
- 24. In the event of delay by the trainer due to untoward incident such as traffic blockage, terrorist incident, strikes, aircraft delay, ill-health, the trainer shall inform the concerned representative immediately of the delay or inability to attend and TPRI would reschedule the session to serve the best interest of both parties. TPRI shall not be held liable for damages or any untoward expense with reference to the same.
- 25. The client organization shall not approach the trainer without consent of TPRI for direct employment or unsolicited deals.
- 26. The client organization shall be responsible for providing internet access to the trainer for successful execution of the program, which would be a separate network.
- 27. TPRI's trainer carries her/his own equipment and storage hard disk, which shall be used for training purpose and the organization shall record it on entry and exit. Any material property of TPRI cannot be withheld by the client organization.



- 28. TPRI does not encourage weekend sessions, since participant morale over the weekend for corporate client's is extremely low. In the event, if TPRI has agreed to conduct it on weekend sessions, it is the due responsibility of the client to provide lunch, transportation and other infrastructural support to the participants for smooth flow of the session. TPRI is not responsible to share no-show or track why participant's attendance is low on weekends. TPRI is not liable for any circumstantial challenges that hinder its successful execution of the program.
- 29. TPRI and its personnel shall be treated with respect and shall provide access to premises with an escort and shall not indulge in unprofessional manner.
- 30. TPRI's costs are non-negotiable and any comparative benchmark with any other vendor is not acceptable.
- 31. These terms and conditions are applicable to each program session to be conducted at the client's premises and its validity is renewed subsequently for every session conducted by TPRI.
- 32. TPRI earns its reputation, by empowering organizations by imparting technological skill to client's personnel or empowering organization with technological tools. It believes in this noble cause of empowering the ecosystem.
- 33. TPRI reserves the right to make amends/changes to this agreement as and when deemed fit.

We, the undersigned have read through the terms and conditions of this agreement and shall strictly abide by them. Having read these terms and understanding the legal implications, we are confirming the purchase order for the session.

Place: Name: Date: Designation:

Complete Address:

(Please provide your corporate seal and signature and hand over hard copy to TPRI)