

## INSTITUTION COLLABORATION AGREEMENT

This Institution Collaboration Agreement ("the **Agreement**") is entered into on August 30, 2020 by and between:

<b>Google:</b>	Company Name:	Google India Private Limited (hereinafter referred to as <b>"Google"</b> )
	Principal place of business:	No.3, RMZ Infinity – Tower E, Old Madras Road, 4th and 5th Floors, Bangalore, 560016, India Attn: Legal Department
	Project Manager:	Bani Dhawan
	Telephone:	+91 88008 95943
	Email:	banip@google.com

<b>Institution:</b>	Institution Name:	All India Council for Technical Education (hereinafter referred to as <b>"Partner"</b> )
	Principal place of business:	All India Council of Technical Education, Nelson Mandela Marg Vasant Kunj, New Delhi-110070
	Project Manager:	Rajive Kumar
	Telephone:	011-26131576-78
	Email:	ms@aicte-india.org

Google and Partner are hereinafter collectively referred to as "**Parties**" and individually as "**Party**" unless the context requires otherwise.

### INTRODUCTION

- (A) Partner and Google wish to develop and pilot a sustainable and scalable teaching learning model using open web technologies and partner on digital literacy initiatives and programs
- (B) Google / its Affiliates are committed to developing 21st century learning skills- collaboration, communication, critical thinking and creativity- through faculty



empowerment, IT infrastructure development at the institution and student enablement aided by open source technology and web resources.

The Parties have agreed to collaborate in accordance with the terms and conditions of this Agreement.

## **1. DEPARTMENT PROGRAMS**

- 1.1. The Parties shall set out the specific details of each of the Program in the Schedule in the form attached hereto as **Schedule A**. Google shall propose a Google Solution for each Program and Partner shall engage third party service providers ("**Service Provider**") to:
  - a. Provide training and technical services and equipment;
  - b. License tools and other applications; and
  - c. Facilitate or provide infrastructure for the implementation of the Program.
- 1.2. Infrastructure like internet connectivity and latest web-based tools and technologies etc. should be set up by the Partner before the training starts to demonstrate the efficacy of the online learning environment.

## **2. TERM AND TERMINATION**

- 2.1 The Agreement will remain in effect for the Term unless it is terminated in accordance with the Agreement. Google may terminate this Agreement at any time by giving at least thirty (30) days' written notice to Partner. Partner may terminate this Agreement at any time by giving at least 30 days' written notice to Google.

## **3. APPLICABLE LAWS & ANTI-BRIBERY**

- 3.1 Both the Parties should represent and warrants that it will comply with all applicable laws and regulations, including all applicable commercial and public anti-bribery laws ("**Anti-Bribery Laws**"), which prohibit corrupt offers of anything of value, either directly or indirectly, to a government official to obtain or keep business or to secure any other improper commercial advantage. "Government officials" include any government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organizations, and political parties.
- 3.2 Partner and its personnel have not and will not offer, pay, promise or authorize the payment, directly or through any other person or entity, of anything of value for the purpose of inducing or rewarding any favorable action or influencing any act or decision in connection with Google's business to a candidate for public office or to an official or employee of a government, government-controlled entity, public international organization or political party.



- 3.3 Both Parties acknowledge that Google, by entering into and performing its obligations under this Agreement, is in no way seeking an improper benefit from Partner or from any other party.
- 3.4 Nothing in this Agreement will prevent Partner from obtaining services equivalent to or the same as those provided by Google under this Agreement from a third party, nor Google from partnering with other universities and third parties.

#### **4. CONFIDENTIAL INFORMATION, DATA PROTECTION AND INTELLECTUAL PROPERTY**

- 4.1 **"Confidential Information"** means information disclosed by one Party to the other Party under this Agreement that is marked as confidential or, from its nature, content or the circumstances in which it is disclosed, ought reasonably to be supposed to be confidential. It does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient or that was lawfully given to the recipient by a third party. The recipient of any Confidential Information will not disclose that, except to group companies, employees and/or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities: (a) use such Confidential Information only to exercise the rights and fulfil obligations under this Agreement, and (b) keep such Confidential Information confidential. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the disclosure, such notice to be sufficient to give the disclosure the opportunity to seek confidential treatment, a protective order or similar remedies or relief prior to disclosure. Upon Google's or Partner's written request (as applicable), Google or the Partner will promptly within 15 days return all Confidential Information and copies, or certify in writing that it has destroyed all such materials.
- 4.2 **Data Protection.** "Data Protection Law" means: (a) any relevant and applicable data protection legislation or regulations; and (b) each Party's privacy policy as in force from time to time. Both Parties shall ensure that they comply with all Data Protection Law regarding data derived from the Program at all times.
- a) All data collected by Partner shall be owned by Partner and shared with Google, subject to the data protection obligations mentioned above.
  - b) All data collected by Google shall be owned by Google and shared with the Partner, subject to the data protection obligations mentioned above.





## 5. INTELLECTUAL PROPERTY

- 5.1 **"Intellectual Property Right(s)"** means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world. **"Background IP"** means all Intellectual Property owned or licensed by a Party (a) before the Effective Date of this Agreement; or (b) independent of this Agreement.
- 5.2 Except for any license rights which might be specifically granted hereunder, neither Party will own or acquire any right, title, or interest to the other Party's Background IP under this Agreement. All Intellectual Property Rights comprising, subsisting or developed in conjunction with or as a result of a Google Solution (including without limitation, any materials, documents, data, hardware and software provided by Google) shall vest in and belong absolutely to Google.
- 5.3 Without limitation, any use by a Partner of Google's Trademarks (whether in relation to the Program or otherwise), is subject to Google's prior written consent. Partner agrees to notify Google of any unauthorized use of the Google Trademarks by others promptly as it comes to Partner's attention. Partner will not take any action which may suggest or imply that Google has endorsed Partner, the Program or any product or service of Partner, or that there is any connection or relationship between Google and Partner.

For purposes of this Agreement, "Google Trademarks" means all Google brand designations, including without limitation names, marks, logos and trade dress, and any other brand designations used by Google in connection with Google's products and services. Partner acknowledges that Google owns and controls the Google Trademarks and Partner agrees that it will do nothing inconsistent with such ownership and that all use of the Google Trademarks by Partner will inure to the benefit of Google. Partner agrees to assist Google, if necessary, in recording, maintaining, and enforcing Google's rights with appropriate government authorities. Partner agrees that nothing in this Agreement will give Partner any right, title or interest in the Google Trademarks other than the right to use the Google Trademarks in accordance with this Agreement, and Partner agrees that it will not challenge the title of Google to the Google Trademarks, challenge the validity of this Google's right to grant this permission, or make any use of any element of the Google Trademarks or otherwise copy or exploit the Google Trademarks during or after the Term except as specifically authorized herein. Partner further agrees to abide by the Guidelines for Third party Use of Google Trademarks, located on the World Wide Web at <http://www.google.com/permissions/trademarks.html>. The following legend must appear in materials where Google's Trademarks are used in an appropriate

location on such materials, with the sole exception of materials of such a small size that displaying the following legend would not be feasible:

- a) "Google and Google logos are trademarks or registered trademarks of Google LLC. in the U.S. and other countries and are used with permission."
- b) Partner agrees to cooperate with Google in facilitating Google's control of the Google Trademarks, to permit reasonable monitoring and inspection of Partner uses of the Google Trademarks, and to supply Google with specimens of all uses of the Google Trademarks upon request.

5.4 Without limitation, any use by Google of the Partner's trademarks (whether in relation to the Program or otherwise), is subject to the Partner's prior written consent.

## **6. NO PUBLICITY**

6.1 Partner will not issue any public statements or promotional materials or make reference to the collaboration hereunder or Google Course, nor disclose the existence of this Agreement or its terms without Google's prior written consent and approval.

6.2 With prior written consent and approval from Google, Partner will be entitled to disclose the existence and nature of this Agreement, but not its terms, to suppliers or third party service providers of Partner, except for in exceptional circumstances, wherein the Partner may need to share information subsequent to a law enforcement request or a request for information pertaining to this project from a government entity, in which case Google will be intimated on a best effort basis

## **7. WARRANTIES & INDEMNITY**

7.1 PARTNER warrants that:

- (i) all information provided by or on behalf of Partner in connection with this Agreement is true, complete and accurate; and
- (ii) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may conflict or prevent its compliance with this Agreement.

7.2 As between the Parties, no conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to any equipment, hardware, software, applications or services ("**Program Materials**") purchased by or for Partner under this Agreement. Google shall have no liability to Partner arising out of the purchase or use by Partner of any Program Materials. Partner shall indemnify Google





against all liabilities arising out of any claim against Google in relation to the purchase or use of Program Materials by Partner.

## **8. LIMITATION OF LIABILITY**

8.1 Nothing in this Agreement will exclude or limit either Party's liability for:

- (i) fraud or fraudulent misrepresentation;
- (ii) breach of any implied condition as to title or quiet enjoyment;
- (iii) breach of indemnity;
- (iv) misuse of Confidential Information; or
- (v) misuse of brand name or goodwill of the other Party for undue gain or advantage

8.2 Subject to Clause 8.1, neither Party shall have any liability to the other (whether in contract, tort or otherwise) for any special, indirect or consequential losses (whether or not such losses were within the contemplation of the Parties at the date of this Agreement) suffered or incurred by the other Party.

8.3 Subject to Clauses 8.1 and 8.2, Google's total aggregate liability under this Agreement (whether in contract, tort or otherwise) shall be limited to INR 5,00,000/-

## **9. NON-EXCLUSIVE RELATIONSHIP**

9.1 Nothing in this Agreement shall prevent or restrict either Party's ability to enter into other similar programs or campaigns with other Parties.

9.2 Nothing in this Agreement shall prevent or restrict either Party's ability to market its own services independently of this Program, provided it does not use the other Party's Trademarks, name or branding (and in the case of Partner, provided that it does not use any Google Solution without Google's prior written consent).

## **10. GENERAL**

10.1 Notices. All notices of termination or breach must be in writing and addressed to the other Party's Legal Department. The email address for notices being sent to Google's Legal Department is [legal-notices@google.com](mailto:legal-notices@google.com). All other notices must be in English, in writing and addressed to the other Party's primary contact.



Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).

- 10.2 Assignment. Neither Party may assign any part of this Agreement without the written consent of the other, except to an affiliate where: (a) the assignee has agreed in writing to be bound by the terms of this Agreement; (b) the assigning Party remains liable for obligations under the Agreement if the assignee defaults on them; and (c) the assigning Party has notified the other Party of the assignment; provided that Google may assign any of its rights and obligations hereunder to its affiliate upon notice to Partner. Any other attempt to assign is void.
- 10.3 Change of Control. If a Party experiences a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) that Party will give written notice to the other Party within thirty (30) days after the change of control, and (b) the other Party may immediately terminate this Agreement any time between the change of control and thirty (30) days after it receives that written notice.
- 10.4 Subcontracting. Either Party may subcontract any of its obligations under this Agreement, without the written consent of the other. The subcontracting party will remain liable for all subcontracted obligations and all acts or omissions of its subcontractors.
- 10.5 Force Majeure. Neither Party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control such as a war, strike, riot, crime, epidemic or an event described by the legal term act of God, prevents one or both parties from fulfilling their obligations under the contract
- 10.6 No Waiver. Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.
- 10.7 No Agency. This Agreement does not create any agency, partnership or joint venture between the Parties. Both Parties are independent of each other and this Agreement in no way constitutes any form of employment by either Party of the other Party and/or its employees or agents.
- 10.8 No Third Party Beneficiaries. This Agreement does not confer any benefits on any third party unless it expressly states that it does.
- 10.9 Counterparts. The Parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.
- 10.10 Amendments. Any amendment must be in writing, signed by both Parties, and expressly state that it is amending this Agreement.





- 10.11 Entire Agreement. This Agreement supersedes all other agreements between the Parties relating to its subject matter.
- 10.12 Severability. If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.
- 10.13 Governing Law. This agreement is governed by the laws of India, excluding its conflict-of-laws principles. The parties will try in good faith to settle within thirty days any dispute relating to this Agreement ("Dispute"). If the Dispute is not resolved within thirty days after such Dispute arises, the Dispute must be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996, including any Rules, amendments, revisions or ordinances issued thereunder. There will be one arbitrator selected by mutual agreement of the parties. In the event that the parties cannot reach agreement on the sole arbitrator, the parties agree to have a panel of three arbitrators appointed, of which one shall be appointed by each party and the third arbitrator appointed by the other two arbitrators. The arbitration will be conducted in English in Bangalore, India. Either party may, without waiving any remedy under this Agreement, apply to any court having jurisdiction for any injunctive relief necessary to protect its rights or property until the Dispute is resolved. Any decision rendered by the arbitral tribunal will be final and binding on the parties, and judgment thereon may be entered by any court of competent jurisdiction. The arbitral tribunal may order equitable or injunctive relief consistent with the remedies and limitations set forth in this Agreement. All arbitral proceedings, including the existence of any arbitral proceedings and information disclosed in the course of such arbitral proceedings will be Confidential Information. The parties may, however, disclose such information to an appropriate court under confidentiality restrictions, as necessary to seek enforcement of any arbitration award or judgment or to seek any relief permitted under the terms hereof.



**Signed by the Parties on the dates shown below.**





<b>Google :</b>	<b>Partner:</b> All India Council for Technical Education
<b>Signature:</b>  <p>Digitally signed by SARKER ARIJIT Date: 2020.08.21 14:48:57 +05'30'</p>	<b>Signature:</b> 
<b>Print Name:</b>	<b>Print Name:</b> Rajive Kumar
<b>Position:</b>	<b>Position:</b> Member Secretary
<b>Date:</b>	<b>Date:</b> 19.08.2020



### Schedule A

This Program Schedule shall commence on the Program Effective Date and continue unless either Party terminates it at any time by giving at least thirty (30) days' written notice to the other Party. This Program Schedule shall be subject to the terms of the Collaboration Agreement entered into by the Parties.

<b>Google:</b>	<b>Company Name:</b>	<b>Google India Private Limited (hereinafter referred to as "Google")</b>
	<b>Principal place of business:</b>	No.3, RMZ Infinity – Tower E, Old Madras Road, 4th and 5th Floors, Bangalore, 560016, India Attn: Legal Department
	<b>Project Manager:</b>	Bani Dhawan
	<b>Telephone:</b>	+91 88008 95943
	<b>Email:</b>	banip@google.com

<b>Institution</b>	<b>Institution Name:</b>	<b>All India Council for Technical Education (hereinafter referred to as "Partner")</b>
	<b>Principal place of business:</b>	Nelson Mandela Marg Vasant Kunj, New Delhi-110070
	<b>Project Manager:</b>	Rajive Kumar
	<b>Telephone:</b>	011-26131576-78
	<b>Email:</b>	ms@aicte-india.org

<b><u>PROGRAM EFFECTIVE DATE</u></b>	August 30, 2020
<b><u>PROGRAM END DATE</u></b>	August 29, 2021
<b><u>PROGRAM DESCRIPTION</u></b>	
<b><u>GOOGLE SOLUTION</u></b>	(a) Consulting with AICTE to deploy G Suite for Education in AICTE (b) Google along with its partners to conduct the trainer programme for IT Administrators and ATAL Academy at AICTE





	(c) Providing need base consultation on setting up a state of the art Learning Centre by the Partner with high speed internet connectivity and affordable and easy to manage devices like Chromebooks;
<b><u>PARTNER RESPONSIBILITIES</u></b>	<p>Partner is responsible for:</p> <ul style="list-style-type: none"> <li>a) Partner to independently adopt G Suite for Education, Google Classroom for Faculty Development programs</li> <li>b) Partner to share learnings and best practices of G Suite for Education including Google Classroom, Google Meet with Universities under its aegis</li> <li>c) independently facilitating the launch, implementation, running and monitoring of its Program;</li> <li>d) establishing and ensuring that its Learning Centers have internet connectivity and latest web based tools and technologies; including Chromebooks and communication infrastructure;</li> <li>e) nominating the faculty members who would be part of the Train the Trainer model and would take the learning to all the students,</li> <li>f) such other requirements as may be reasonably required of the Partner to enable Google to perform its obligations hereunder.</li> </ul>
<b><u>SPECIAL TERMS</u></b>	N/A

