

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, include its successors and permitted assigns). 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:-

"**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 Schedule 2:

"**Location**" shall mean the location or place of the LISP where the Facilities shall be made available to TCS.

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

"**Usage Period**" shall mean the period during which the Facilities shall be made available by the LISP and shall be exclusively used by TCS. Usage Period shall be notified by TCS from time to time through a written notice to the LISP or can be agreed under the relevant Work Order.

"**LISP**" shall mean Local Infrastructure Service Provider

2. Scope of Service:- LISP hereby agrees to allow TCS and its Customers to use the Facilities during the Term of this Agreement. From time to time TCS shall notify the LISP of its requirement to use the Facilities prior to the commencement of the Usage Period, informing the LISP to make available the Facilities to TCS and allow free access to and use the Location(s) during the Usage Period to enable TCS to render Services to its Customers. This will be done by TCS by issuing specific Work Orders in the format attached herein as **Schedule 3**. The LISP, at their own discretion can choose to accept providing the Facilities to TCS by signing the aforesaid specific Work Order. LISP understands and agrees that time is of the essence of this Agreement and in the event of non-availability of the Facilities within the time agreed; TCS and its Customers would incur irreparable loss and damage both financial and reputational.

3. 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.

4. Facilities:- On acceptance of the Work Order of TCS LISP shall make available the Facilities (as set out and specified in the said agreed Work Order) in working condition to TCS for the Usage Period throughout the Term. LISP shall allow free access to the Locations and the Facilities and shall assist and cooperate with TCS for the purposes of trial run and verification of the TCS Application System which shall be conducted prior to the Assessment Date and

to enable TCS to render Services to its Customers. 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, at all times, comply with all work place or Location related rules, regulations or policies including confidentiality and other obligations under this Agreement. Notwithstanding anything contained herein, TCS shall be entitled to bring and take out its own tools, items, hardware, software, fixture, equipments or other materials as may be required for the purpose of rendering Services. TCS has the right to postpone the Usage Period

5. Fees:- TCS shall pay Fees to LISP as per Schedule 2. Each Work Order will specify the number of units to be supplied by LISP as may be mutually agreed between the Parties. All Fees payable under this Agreement shall be exclusive of all taxes.

6. 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; (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. 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.

7. Limitation of Liability:- Neither Party shall be liable to the other for any special, indirect, incidental, consequential (including loss of revenue and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if the Party has been advised of the possibility of such damages. The total cumulative liability of either party under this Agreement shall not exceed in aggregate the amount paid by TCS to the LISP under this Agreement. The limitation on any Party's liability shall not apply to liability for damages, resulting from (i) negligence or wilful misconduct; or (ii) breach of confidentiality obligations or (iii) breach of clause 4 (Facilities) and clause 6 (Representations and Warranties) by LISP.

8. Confidential Information:- Each Party receiving 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 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

TCS Proprietary and Confidential



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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.

9. Intellectual Property Rights:- LISP agrees that all TCS Application System, deliverables and work products created or developed by LISP and/or 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.

10. Termination:- (10.1) Termination for convenience by TCS. TCS is entitled to terminate this Agreement by giving fifteen (15) days prior written notice to the LISP. (10.2) 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. (10.3) 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.

11. Miscellaneous:- (11.1) LISP shall not assign or transfer this Agreement or any obligations hereunder to any third party, without the prior written consent of TCS. (11.2) 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. (11.3) 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. (11.4) 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.

Dayanand College of commerce, latur

TATA Consultancy Services Ltd.

By: _____

By: _____

Name: _____

Name: Mr. Venguswamy Ramaswamy

Title: _____

Title: Global Head - TCS ION

SCHEDULE 1

TERMS OF AGREEMENT

<u>LISP Name</u>	<u>Registered office address</u>	<u>Details of Contact person</u>

<u>Contract Term</u>	<u>Effective Date</u>
3 years from Effective Date	

TCS Proprietary and Confidential

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Handwritten signature
Dayanand College of Commerce,
Latur.

Amendment to "Facilities Agreement"

This amendment to "Facilities Agreement" dated _____ ("Amendment") is made by and between:

Tata Consultancy Services Limited, a Company incorporated under the Companies Act, 1956 with its corporate office at TCS House, Raveline Street, 21 D.S. Marg, Fort, Mumbai 400 001 hereinafter referred as 'TCS' (which expression shall unless the context requires otherwise includes its successors and assigns) and Dayanand college of commerce, latur, contracting for itself with its registered office Barshi road, latur here in after referred as 'Customer' (which expression shall unless the context requires otherwise includes its successors and assigns).

Whereas, both the parties have accepted and mutually agreed for the modifications (highlighted in bold) to the 'Facilities Agreement' dated _____, as specified in this Amendment. The definite terms and conditions shall replace and be read as part of the "Facilities Agreement":

NOW THIS AGREEMENT WITNESSETH:

1. Clause 1- Definition of "Usage Period" to be read as follows:

"Usage Period" shall mean the period during which the Facilities shall be made available by the LISP and shall be **exclusively** used by TCS. Usage Period shall be notified, by TCS from time to time through a written notice to the LISP or can be agreed under the relevant Work Order.

2. Clause 4 to be read as follows :

4. Facilities: -On acceptance of the Work Order of TCS LISP shall **exclusively** make available the Facilities (as setout and specified in the said agreed Work Order) in working condition to TCS for the Usage Period throughout the Term. LISP shall allow free access to the Locations and the Facilities and shall assist and cooperate with TCS **for the purposes of trial run and verification of the TCS Application System which shall be conducted prior to the Assessment Date and** to enable TCS to render Services to its Customers. 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, at all times, comply with all work place or Location related rules, regulations or policies including confidentiality and other obligations under this Agreement. Notwithstanding anything contained herein, TCS shall be entitled to bring and take out its own tools, items, hardware, software, fixture, equipments or other materials as may be required for the purpose of rendering Services. TCS has the right to postpone the Usage Period



[Signature]
PRINCIPAL
Dayanand College of Commerce,
LATUR.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives on the date(s) mentioned below, effective as of the effective date:

Name of the Institute

Tata Consultancy Services Limited

By: _____

By: _____

Name:

Name: _____

Title: **PRINCIPAL**

Title: _____

Nayanand College of Commerce,

Date: **LATUR**

Date: _____



WORK ORDER

Barshi Road ,Latur

<Date>
<Work Order reference #>

<Date>
<Job number>

Dear Sirs,

We are pleased to release a Work Order for the item/s as given in Annexure A below.

This Work Order shall be governed by **Facilities Agreement** dated _____ between Tata Consultancy Services Ltd. and _____ ("Agreement").

Assessment Name, Date & Hour	<Name> & <Date>
Usage Period *	<From & to dates till Project Completion>
Project Address	<LISP name & location>
Invoice Address	Tata Consultancy Services Ltd iON Assessment Empire Plaza *1 st floor LBS Marg, Vikhroli (W) Mumbai - 400 083
Payment	100% payment within 30 days of receipt of invoice or as agreed under the Agreement
Email for communication	lon.assessment@tcs.com

* LISP facilities are for TCS use exclusively. During the usage period LISP agrees to not conduct any other online assessment(s).

Please mention Work Order <reference #> in all your future correspondence for easy reference and payment facilitation.

Request you to kindly acknowledge and accept this Work Order.

Thanking you.

Dayanand College of Commerce ,
Latur

For Tata Consultancy Services Limited

<Signatory>



Handwritten signature
PRINCIPAL
Dayanand College of Commerce,
LATUR.

<Signatory>

Annexure "A"

Sl. No	Item Description	Unit
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

The Parties agree that this Amendment comes into effect ab initio from the Effective Date of the Facilities Agreement. All other terms and conditions of the Facilities Agreement shall continue to be in full force and effect throughout the term of the Facilities Agreement.

Change Request No: DCC CR # 3

Date Initiated: _____

Date Approved: _____

Project: Dayanand college of Commerce, latur

Description of Change:

Following are the changes/additions agreed to:

a) **Schedule 1 :** None

b) **Schedule 2 :**

Following shall be the changes in Schedule 2 of the Agreement for Services dated _____

#	Description	Single Shift Price (INR)	Two Shift Price	Three Shift Price
1	Computer Nodes (Per Node Contracted and Used Per Session)	'40 per node per session	'120 for 2 shifts	'150 for 3 shifts
2	LAN Facility	Assumed that contracted nodes are on LAN		
3	Surveillance Camera facility to record a session	'5,000 per session		
4	Recording Charges per CD/ DVD	'50 per CD/DVD		
5	Webcam for registration	'10 per day per webcam		
6	Internet Connectivity (with at least 30KBPS connectivity)	Assumed to be available		
7	Laser / Ink Jet Printer (Per Unit)	Assumed to be available		
8	Printer	Assumed to be available		
9	Print Per Sheet	Assumed to be available		
10	UPS	Assumed to be available		
11	Test centre Administrator	'500 per shift		
12	IT Managers	'500 per shift		
13	IT Assistants	'400 per shift		
14	Invigilators	'500 per shift		
15	Volunteers	'300 per shift		

	Description	Single Shift	Two Shift Price	Three Shift Price
1	Generator back Up	Assumed to be available	Assumed to be available	Assumed to be available
2	Fuel Charges per Hour of Generator Usage	'600 per hour	'600 per hour	'600 per hour

Below mentioned items are assumed to be included by LISP at no charge.

First Aid
Fire Extinguishers
Drinking water
Cafeteria
Rest Rooms and Toilets

Approved with Changes

Dayanand college of Commerce, latur

Tata Consultancy Services Limited

Authorized Signatory

Authorized Signatory
(Mr. Venguswamy Ramaswamy)

Date

Date



[Signature]
PRINCIPAL (CS Proprietary and Confidential)
Dayanand College of Commerce,
LATUR.