

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 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.

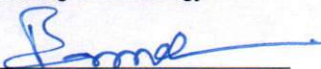
(10.4) TCS Supplier Code of Conduct: The business engagement of TCS with the LISP is regulated by the TCS Supplier Code of Conduct. All agencies dealing with TCS like the LISP herein are also bound by the said TCS Supplier Code of Conduct. The LISP agrees to at all times abide by the said Code and shall 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

"New Prince Shri Bhavani College
Of Engineering & Technology"

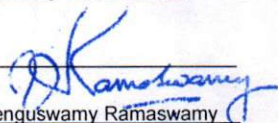
By: 

Name: Dr. T. Saravanan

Title: Principal

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ENGINEERING & TECHNOLOGY
GOWRIVAKKAM, CHENNAI - 600 073

TATA Consultancy Services Ltd.

By: 

Name: Mr. Venkateswamy 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>
"New Prince Shri Bhavani College Of Engineering & Technology"	New Prince shri bhavani College of Engin	Vengaivasal Main Road, Valli Nagar, Gowrivakkam, Sembakkam, Chennai, Tamil Nadu 600073	Dr. T. Saravanan Principal	Mr. R.Siva Examcell <a href="mailto:examcell@newprinceshribhavan
i.com">examcell@newprinceshribhavan i.com 9444694460	Chennai

<u>Contract Term</u>	<u>Effective Date</u>
3 years from Effective Date	01-05-2019



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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.


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- 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, LISP shall pay the actual expense incurred as follows:

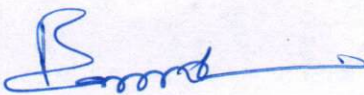
- In case LISP has a valid invoice for which payment is due from TCS, LISP can raise a credit note against the valid invoice
- In case LISP does not have a valid invoice, LISP shall raise a credit note along with cheque for the actual expense.

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.



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