

AGREEMENT OF SURVEY PARTNER

This agreement entered into on this the **1st day of September 2018** by and between:
M/s International Institute of Information Technology Hyderabad, Gachibowli, Hyderabad
(IIITH) represented by its Registrar (hereinafter referred to as first party)

And

(Salesian College, Sonada)
(hereinafter referred to as the second party)

This agreement is entered into between the parties to this agreement to work on the Indo UK R&D project, Residential Building Energy Demand Reduction in India (RESIDE) funded in India by DST. The project is sanctioned by DST under the **Sanction Order File No. DST/TMD/UK-BEE/2017/07 (G), (C) (Appendix E)**. IIITH and Survey Partner will abide by the specific terms and conditions mentioned in this sanction order.

RESPONSIBILITIES OF IIITH

- i. The DST grants will be released to IIITH who in turn will release the assigned funds to the Survey Partner institute based on the requirements and satisfactory performance of the Survey Partner and the recommendations of DST.
- ii. IIITH would ensure the delivery of project as per requirements of DST.
- iii. Develop Standards and Evaluation Mechanism for surveys/modules/sub-systems/components as well as the end products.
- iv. Develop internal monitoring mechanisms for Survey Partner
- v. Analyse the survey data produced by Survey Partner and use it for development of products, processes and policy.
- vi. Obtaining individual Utilization Certificate / Statement of Account/Audited Statement of Account/ Six-monthly Financial and Technical Progress Report etc. from Collaborating Institute and Survey Partners and submission of consolidated Utilization Certificate /Audited Statement of Account /Progress Report to DST.

RESPONSIBILITIES OF SURVEY PARTNER

- i. Conduct the monitoring, surveys and relevant activities as given in the "Roles and responsibilities of the survey partners" (Appendix B)
- ii. Close interaction with IIITH and other Collaborating Institutes to ensure delivery of work as specified in the "Scope of Work"(Appendix C).
- iii. Cooperation with IIITH regarding monitoring and evaluation of assigned work as given

- in the scope of work.
- iv. Submission of Utilization Certificate / Statement of Account / Audited Statement of Account/ Six-monthly Financial and Technical Progress Report etc. to IIITH for submission to DST.

1. THE PARTIES HEREBY AGREE

- 1.1. The India and UK Lead Universities will lead the project and the Survey Partner shall perform the work under the direction and supervision of the Principal Investigator and Co-Principal Investigator as listed in the original proposal to the Funding Body.
- 1.2. The survey Partner shall be part of the Work Package 2 (WP2) as mentioned in annexure A and not the entire project.
- 1.3. In respect of the Allocated Work, Survey Partner will use its reasonable endeavours to provide adequate facilities; to obtain any requisite materials, equipment and personnel; and to carry out the work diligently within the scope allowed by its funding. Survey Partner shall not reverse engineer or otherwise analyse any of the materials provided to them under this Collaboration Agreement except in accordance with the provisions of this Collaboration Agreement and to the extent applicable by law.

2. DURATION

This Agreement shall be deemed to have commenced on the 1st day of September 2018 (“**the Commencement Date**”) and unless terminated in accordance with the provisions of the Contract shall expire on the **31st day of December 2022** unless extended by the agreement in writing of the parties.

3. CONFIDENTIALITY

- 3.1. Each party undertakes for the period of five (5) years from the Commencement Date or for such other period as shall be agreed in writing by the parties:
- 3.1.1. to maintain Confidential Information in strict confidence save where ordered to disclose by a competent court of law or other empowered tribunal or authority;
- 3.1.2. to inform the other party promptly where disclosure has been ordered as envisaged in clause 3.1 above;
- 3.1.3. to keep securely Confidential Information such that only persons under the obligations of confidence contained in these clauses have access to or custody of the Confidential Information and otherwise to protect the same with no less care than they apply to their own confidential information;

3.1.4. not to copy or reproduce the Confidential Information or make any record or re-formatting of it save as is reasonably necessary for the purpose of performing the Services or to incorporate or combine or otherwise make derivatives of the Confidential Information;

3.1.5. to return or destroy all Confidential Information either on request or within one year of the expiry of this Agreement;

4. INTELLECTUAL PROPERTY

4.1. The parties agree that the terms of the Contract shall neither effect any change in ownership of any Confidential Information nor grant any licence to use the Confidential Information save as herein permitted

4.2. The Contract shall not alter either party's existing ownership of Background Intellectual Property howsoever used for the performance of the Contract

4.3. Copyright in all documents produced or created by the provision of the Services by Survey partner shall vest in IIITH and the Survey partner hereby assigns by way of future assignment of copyright such Intellectual Property to IIITH.

5. VARIATION

5.1. The terms of the Contract may be varied only by the written consent of the parties.

6. TERMINATION

6.1. Either party may terminate the Contract without notice for the other party's breach of clause 3.

6.2. IIITH shall be entitled to terminate this Contract at any time with immediate effect if the Funder terminates its agreement.

6.3. Without prejudice to clause 6.1 above either party may terminate the Contract on one (1) month's written notice where the other party is in breach of its obligations and where the party in breach has been given written notice to remedy the breach but has failed to do so within a reasonable time

6.4. Termination or expiry of the Contract shall be without prejudice to the rights and obligations of the parties accrued at the point of termination or expiry

6.5. Clauses 3, 4, 7, 6.4, 7, 9, and 12 shall survive the expiry or termination of the Contract

7. INDEMNITY

7.1. The Survey Partner will ensure that the project is conducted with utmost safety and security and IIITH will not be liable for any damage of property or life whatsoever at the Survey Partner city.

7.2. The Survey partner shall indemnify IIITH against all and any liabilities, injuries, damages, claims, costs, losses and demands incurred by IIITH as a result of the Contract save where the same results from the negligence IIITH or one of its employees

8. ASSIGNMENT AND SUB-CONTRACTING

The XXXX shall not assign the benefit or any part thereof of the Contract and shall not sub-contract the provision of the Services or any part thereof

9. WAIVER

Any failure by either party to implement or enforce any term of the Contract shall not be deemed a waiver of the applicability of that term

10. FORCE MAJEURE

In the event of any industrial action, enemy action, hostilities, riots, civil commotion or other circumstances (whether or not of a similar nature to the foregoing) over which the parties have no control causing a cessation or suspension of or a substantial interference with the performance of the Services then the obligations of the parties pursuant to the Contract shall cease forthwith or be suspended as appropriate

11. NOTICES

11.1. Any notice or other document to be given under the Contract shall be in writing and shall be deemed to have been duly given if sent by registered Indian post or by facsimile transmission to a party at the address or facsimile number set out in the Contract for such a party or such other address as any party may from time to time designate by written notice to the other party

The IIITH address for service is:

Prof. Pradeep Kumar Ramancharla Registrar

International Institute of Information Technology - Hyderabad

Gachibowli, Hyderabad PIN 500032

The Survey Partner's address for service is:
Prof. Fr. George Thadathil
Salesian College, Sonada P.O. 734209,
Dt. Darjeeling, West Bengal.

Any notice or other document shall be deemed to have been received by the addressee two working days following the date of dispatch if the notice or document is sent by first class post, or simultaneously if given by facsimile transmission provided that the transmission is received before 2 pm on a working day

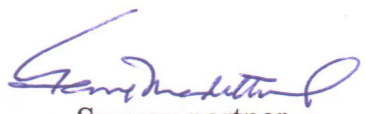
12. APPLICABLE LAW

12.1. The contract shall be governed by the Indian Laws and subject to the jurisdiction of Hyderabad, India.

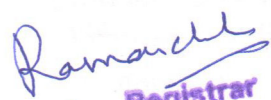
12.2. **Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Agreement/Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 15.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the Arbitration and Conciliation Act. 1996 and the seat of the arbitration is Hyderabad

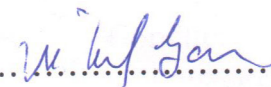
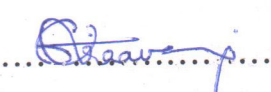
Signed sealed and delivered on the day, date and year mentioned above at

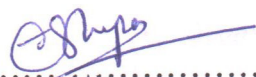
Hyderabad
IIITH


Survey partner
Salesian College
P.O. Sonada 734209
Dt. Darjeeling, West Bengal

THE PRINCIPAL
SALESIAN COLLEGE
SONADA (DARJEELING)


Registrar
International Institute of Information Technology
(Deemed University)
Gachibowli, Hyderabad-500 032. AP. India
Witnesses:

1. 
2. 

1. 
2. 