

**PROGRAM DELIVERY AGREEMENT  
BETWEEN**

**ACS College of Engineering and Rajarajeshwari College of Engineering  
AND**

**UC Berkeley – IAG & FICE EDUCATION PRIVATE LIMITED**

This agreement ("Agreement") is made effective from November 2018 (the "Effective Date") between **UC Berkeley – IAG & FICE Education Private Limited, with its offices at Bangalore and ACS College of Engineering and Rajarajeshwari College of Engineering having the registered offices at #207, Kambipura, Mysore road, Bangalore – 560074**

WHEREAS FICE has entered into an agreement with University of California Berkeley's Innovation Acceleration Group (hereinafter called "IAG") to jointly offer a hybrid program that combines face to face learning, online learning, synchronous and asynchronous video centric sessions and experiential learning, called "India Smart City Micro Accelerator Program" ("Program") to engineering colleges in India;

WHEREAS the Institute has evaluated this Program and finds that it will benefit the students at the Institute and is therefore desirous of working with FICE to deliver this Program within its campus and elsewhere;

NOW THEREFORE this Agreement witnesseth as follows:

**1. The Program**

The Program will be delivered In India between Feb 2019 and November 2019. The Program shall comprise of 3 phases that are defined as follows:

- A. Phase 1: Est. Feb 2019: IAG Advisory Board and Train the Trainer academy, conducted in India in April 2019.
- B. Phase 2: FICE trainers, under guidance from IAG, shall run a 7-week Phase 1 program at the Micro Accelerator for students. No more than 50 students can participate in this Program. This part of the Program will be conducted in a hybrid manner, using a mix of face to face sessions, online content, asynchronous and synchronous video based delivery and experiential learning. Students who successfully complete the program shall receive a co-branded certificate from IAG and FICE
- C. Phase 3: est. Sep 2019: Top 1 team from each Micro Accelerator shall participate in the annual 3-day UC Berkeley accelerator, delivered by IAG team in India.

## 2. Fees:

The fees for the Program is INR 1,500,000 (Rupees Fifteen Lakhs only). The Program Fee shall be payable to FICE in accordance with the following schedule:

- A. Advance of INR 13,00,000 (Rupees Thirteen Lakhs ) shall be payable in advance along with the execution of this Agreement.
- B. The remaining amount shall be due latest by Dec 2018.
- C. The Fees for non Bangalore institution in 2A and 2B do not include the following travel expenses: participant airfare, hotel accommodation, meals, ground transportation, and parking and any such costs or expenses shall be the responsibility of Institute.

## 3. Logo usage:

FICE and IAG logos may be used by the Micro Accelerators for purposes of Program promotion and participant recruitment. FICE will provide all branding files for use by the Institute. FICE approval is required for all uses that will be distributed to or by local, regional, national or international media outlets.

## 4. Intellectual Property Rights

The Program shall incorporate content and instructional materials owned, licensed to or controlled by FICE and IAG. FICE and IAG shall retain the ownership of their own trade secrets, copyrights, trademark, patents, content, data and other intellectual property rights and improvements and enhancements thereto ("Intellectual Property"). To the extent that the Program consists of content and instructional materials owned by a faculty member or faculty members ("Third Party Intellectual Property"), the rights in such Third Party Intellectual Property shall be held by such faculty member or faculty members, subject to a license to IAG and FICE to use the Third Party Intellectual Property in the development and delivery of the Program. Institute will not use such Intellectual Property and/or Third Party Intellectual Property for any purpose other than in furtherance of the Program.

## 5. Trademarks

Institute acknowledges that the name "UC Berkeley Center for Executive Education" and the UC Berkeley Center for Executive Education logo ("IAG's Marks"), include trademarks which are owned by The Regents of the University of California (the "UC Marks"). The use of such UC Marks has been granted to FICE under an Affiliation Agreement between The Regents of the University of California and FICE. UC Marks are protected by state, federal, and/or international laws and except as incorporated in Institute's Marks and approved by FICE pursuant to this Agreement, the Contractor may not use the UC Marks without the prior permission of FICE and UC Berkeley's Office of Marketing & Business Outreach.

## 6. Prohibition Against Recording

Institute may not videotape or otherwise record all or any portion of the Program without the prior written consent of FICE and /or the faculty member(s).

## 7. Non-Solicitation

Institute shall not solicit or accept any offers for additional services from any faculty member associated with the Program, including offers for consulting services, for the term of this Agreement and for one year following the conclusion of the Program. In the event that additional services of any nature are desired by Institute, Institute shall contact FICE's representatives.



## **8. Indemnification**

- A. FICE shall defend, indemnify and hold Institute, its officers, agents, and employees, harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of FICE, its officers, agents, or employees.
- B. Institute shall defend, indemnify and hold FICE, its officers, agents, and employees, harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Institute, its officers, agents, or employees
- c. While attending the Program, participants shall comply with all facility safety rules and regulations of which they have notice and shall be granted access to facilities only during normally scheduled business hours or as otherwise specifically agreed to in writing between FICE and Institute.

## **10. Special Circumstances**

In the event that any Program participant becomes involved in an accident, becomes seriously ill, encounters legal problems or becomes involved in any situation that would materially affect such individual's, health, welfare or ability to participate in the Program, Institute shall be notified immediately and shall take any necessary action to resolve or manage such situation.

## **11. Notice**

FICE's representative for all contractual matters shall be:

Pradeep G

Director

FICE Education Private Limited

Email: pradeep@fice.in

Phone: (080) 4175 1855

Institute's representative for all matters shall be:

Notice pursuant to this Agreement shall be effective sent by e-mail or delivered personally to the recipient, or three days after deposit with Speed Post, offered by India Post or by any other reputed courier company in India.

## **12. Disputes**

In case of a dispute, the parties agree to non-binding arbitration in Bangalore, Karnataka, under the laws of India.

## **13. Assignment**

Institute may not assign this Agreement, or any part hereof, without the written consent of FICE, which consent or refusal to consent shall be in the absolute discretion of FICE and may be granted or withheld without any reason given.

#### **14. Severability**

In the event any portion of this Agreement is declared illegal, unenforceable, invalid or void by a court of competent jurisdiction, such portion shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

#### **15. Integration**

This Agreement, including any and all exhibits, attachments, and appendices, constitutes the entire understanding and agreement between the parties as to all matters contained herein, and supersedes any and all prior agreements, representations and understandings of the parties.

#### **16. Counterparts**

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

#### **17. Amendment**

This Agreement may be amended or modified only by mutual written agreement of the parties.

#### **18. Governing Law**

This Agreement shall be governed by and interpreted according to the laws of the State of Karnataka, without regard to its conflict of laws and provisions.

#### **19. Independent Contractor Status**

Institute is an independent contractor and is not a joint venturer, employee, agent or partner of FICE. Neither party will have the right to obligate or bind the other party in any manner whatsoever.

#### **20. Force majeure**

If any party fails to perform its obligations under this Agreement as a result of acts of God, labor disputes, strikes actions of governmental authority, acts of terrorism, wars, travel hindered by ash from volcano, judicial orders or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused. In the event of force majeure, Institute shall compensate FICE for non-cancelable and other direct, out-of-pocket expenses incurred on Institute's behalf.

#### **21. Waiver**

Any failure of FICE to enforce any of the terms or conditions of this Agreement shall not constitute a waiver and shall not affect or impair such terms or conditions in any way, nor shall it impair the right of FICE to avail itself of such remedies as it may have available for any breach of this Agreement.

**EXECUTED by the parties as of the Effective Date**

**UC Berkeley Executive Education**

**Elizabeth Saunders**

**Program Director,**

**IAG UC Berkeley Executive Education**

## FICE EDUCATION PRIVATE LIMITED

By:

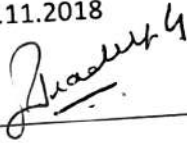


Name: Nagesh Singh

Designation: Managing Director

Date: 24.11.2018

Witness:



Name, title & address:  
Pradeep G, Director, FICE Education Pvt. Ltd.  
#862, 80 feet Road, Koramangala 8th Block,  
Bangalore 560095

## INSTITUTE

By:

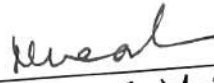


Name: Dr. S Vijayanand

Designation: Executive Director

Date: 24.11.2018

Witness:



Name: Dr. M.S. MURALI