



उत्तर प्रदेश UTTAR PRADESH

EE 696701

This Agreement is entered on 23rd Jan 2018 at Greater Noida by Axis Bank and between

AIMT, registered under the provisions of Societies Act XXI 1860, located at Plot No M-1, Pocket P-5, Greater Noida, Gautam Budh Nagar, Uttar Pradesh - 201306 through its authorized signatory Dr. Rana Singh (hereinafter referred to as "AIMT", which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its successors and assigns) of the **ONE PART**;

AND

Axis Bank Limited, a Company, registered under the provisions of the Companies Act, 1956 and carrying out its Banking activities under the Banking Regulation Act, 1949, having its registered office at 'Trishul', 3rd Floor, Samarheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad - 380006, Gujarat, India and its corporate Office is located at Axis House, Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai - 400 025 (hereinafter referred to as "Axis Bank" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators and permitted assigns) of the **OTHER PART**

& Axis Bank are referred to as "Party" in singular reference and as "Parties" in the collective reference in the Agreement, as the context may require.

WHEREAS

1. AIMT is engaged in the field of Education.
2. Axis Bank is inter alia carrying on the business of banking under the Banking Regulation Act, 1949.

Rana Singh
Dr. Rana Singh
Director
AIMT Greater Noida

For AXIS BANK LTD.



Authorized Signatory
Authorized Signatory

Alpha Commercial B&L, Greater Noida

3. AIMT and Axis Bank have agreed to enter into an arrangement to avail services of AIMT for conducting Training Programmes for the Employees of Axis Bank in the Campus of AIMT and capture the same in writing as under.

The Parties hereby agree to the following terms of this AGREEMENT: -

1. Scope

Axis Bank and AIMT are desirous of recording, inter alia, the terms and conditions of their arrangement and have agreed to enter into this Agreement, being these presents subject, however, adherence to all laws, rules and regulations as may be applicable to the Parties or either of them / to the activities envisaged herein.

2. Obligations of Axis Bank

- Axis Bank shall finalise the Schedule of Programme and intimate such schedule in advance to AIMT.
- Axis Bank would organize and conduct Training Programmes using the Training support of AIMT at three levels, as given below.
 - i. Day Programmes – Duration: 1 Day (No Residential Facilities required)
 - ii. Residential Programmes – Duration: 2 - 12 Days

iii. Senior Level Residential Programmes – Duration: 2 – 5 Days

• Obligations of AIMT (Army Institute of Management & Technology)

- To promote educational activities, AIMT shall be responsible for providing the Training support to Axis Bank to conduct the Trainings as per details and at such payment terms as provided in Annexure-A.
- Specific Training Halls will be allotted by AIMT for programmes scheduled by Axis Bank.

3. The duration of this agreement shall be for a period of 12 months from 29th June 2018 ("Effective Date") till 28th June 2019.

4. Any party shall be entitled to terminate this agreement forthwith for any breach of obligations mentioned hereunder which is not cured within a period of 30 days from the date of notice or for any reason whatsoever by giving prior notice of 1 month.

5. The validity of any arrangement may be renewed/ extended at the option of the Parties by mutual discussion and Agreement in writing. For the avoidance of doubt, it is hereby clarified that both parties shall continue to perform their respective obligations hereunder during the notice period till the date of termination.

6. The Agreement shall be immediately terminated under the following events:

- a) If the other party initiates the process of liquidation, or is ordered to be wound up by a Court of law of competent jurisdiction.
- b) If the other party ceases to carry on its business.

Rana Singh
Dr. Rana Singh
Director
AIMT Greater Noida

For AXIS BANK LTD.



Shivinder Kaur
Authorised Signatory

Alpha Commercial Belt-I, Greater Noida

7. On the expiry or early termination of this Agreement all rights and obligations of the parties shall automatically terminate except:

- a) For such rights of action as have accrued prior to such termination and any obligations which expressly or by implication are intended to come into or continue to be in force on or after such termination including the obligations pertaining to confidentiality.
- b) That the terms of this Agreement shall remain in full force and effect in respect of any obligations to be performed under it by either of the parties in respect of any Agreement with the client/constituent/customer or user which remain unperformed at the time of termination.

8. Both parties confirm that they would be complying with the General terms and condition as provided in **THE FIRST SCHEDULE**.

THE FIRST SCHEDULE

GENERAL TERMS AND CONDITIONS

1. INTELLECTUAL PROPERTY RIGHTS

- a) Each party shall retain all right, title and interest in its patents, copyrights, trademarks, proprietary and/or licensed software, service marks and trade secrets ("**Intellectual Property Rights**"). No interest whatsoever in the other party's Intellectual Property Rights is granted by this Agreement and use of any Intellectual Property Right permitted to one party by the other party shall be strictly in terms of this Agreement. The Parties shall not license, sell, publish, disclose, display or otherwise make available the Intellectual Property Product/ Products of the other party to any person or entity except as provided in this Agreement. Either party may include security modules in their Intellectual Property Products to protect their rights. To the fullest extent permissible by applicable law or regulations, both parties agree that they will not, reverse engineer or disassemble any parts of the other party's Intellectual Property Products. Neither Party shall use the Intellectual Property of the other Party in any manner whatsoever without the prior consent of the other Party or as provided hereunder.
- b) Any joint and combined usage by either Party of its own trademarks, copyrights or other intellectual proprietary material along with the trademarks, copyrights or other intellectual proprietary material of the other Party, if at all permitted by such other Party shall cease forthwith upon the expiration or termination of this Agreement. The Party so using such material jointly shall, thereafter, neither use such material in combination nor shall claim any right, title or interest in such combination nor shall register or attempt to register the said combination or any other mark or combination deceptively similar thereto, phonetically or otherwise.

2. CONFIDENTIALITY

- a) In connection with this Agreement, the Parties may exchange certain confidential information:

Explanation: For purpose of this Agreement, the term "**Confidential Information**" means all written information that is not generally known and that receiving party obtained in the performance of its service/duties in relation to the disclosing party. The


Dr. Rana Singh
Director
AIMT Greater Noida

For **AXIS BANK, LTD.**


Authorized Signatory
Alpha Commercial Bank-1, Greater Noida

term "Confidential Information" shall include, but shall not be limited to, classified information, inventions, discoveries, know how, ideas, computer programs, designs, algorithms, processes and structures, product information, research and development information, lists of clients, and other information relating thereto, financial data and information, business plans and processes, and any other information that disclosing party may inform to receiving party, or that receiving party should know by virtue of its position or the circumstances in which it learned it, is to be kept confidential. Confidential Information also includes information obtained by the receiving party in confidence from third parties, including, but not limited to, its subcontractors, consultants, or clients and any other information of a private, confidential or secret nature concerning the disclosing party whether or not relating to the business of the disclosing party.

- b) Each Party agrees that during the term of this Agreement it will: (i) only disclose Confidential Information to those of its employees, officers, directors, agents and contractors (collectively "Representatives") with a need to know, provided, the receiving party ensures that such Representatives are aware of and comply with the obligations of confidentiality prior to such disclosure; (ii) not disclose any Confidential Information to any third party without the prior written consent of the disclosing party; (iii) not reproduce Confidential Information in any form except as required to perform its obligations under this Agreement; (iv) not publish, reverse engineer, decompile or disassemble any Confidential Information disclosed by the other party; (v) not directly or indirectly export or transmit any Confidential Information to any country to which such export or transmission is restricted by regulation or statute; and (vi) promptly provide the other Party with notice of any actual or threatened breach of this clause.

The provisions of above clause (b) shall not apply to:

- i. disclosure of Confidential Information that is or becomes generally available to the public other than as a result of disclosure by or at the direction of a Party or any of its Representatives in violation of this Agreement; or
 - ii. disclosure, after giving prior written notice to the other Party to the extent practicable under the circumstances and subject to any practicable arrangements to protect confidentiality, to the extent required under the rules of any stock exchange or by applicable laws, regulations or processes of any government authority or in connection with any judicial process regarding any legal action, suit or proceeding arising out of or relating to this Agreement.
- d) All Confidential Information (including copies thereof) shall remain the property of the disclosing party and shall be returned (or, at the disclosing party's option, certified as destroyed) upon written request or upon the receiving party's need for it having expired and, in any event, upon expiration or termination of this Agreement. Both Parties agree that they will within ten (10) days of written notification return or destroy all documents and tangible items in their possession, which contain any Confidential Information and, if requested, provide a certificate of destruction if such Confidential Information is destroyed.



Rana Singh
Dr. Rana Singh
Director
AIMT Greater Noida

For **AXIS BANK LTD.**

Munish Kumar
Authorised Signatory
Alpha Commercial Bnh-I, Greater Noida

3. INDEMNITY

Each of the Parties agree to indemnify, defend and hold harmless the other Party, its Affiliates, directors, officers, representatives, employees and agents (collectively, the "Indemnified Persons"), from and against any and all AIMT, actions, suits, proceedings, costs, damages, judgments, amounts paid in settlement and expenses (including without limitation reasonable attorneys' fees and reasonable disbursements at actual) (collectively, "Loss") incurred by the Indemnified Persons, to the extent directly suffered (excluding consequential or special losses), as a result of, arising from, or in connection with or relating to any matter inconsistent with, or any breach or inaccuracy of any representation, warranty, covenant or agreement made or failure to perform (whether in whole or part) any obligation required to be performed by them under this Agreement or non-observance / noncompliance of any applicable laws, rules and regulations.

4. LIMITATION OF LIABILITY

Neither party shall be liable under this Agreement for any special, indirect, incidental, punitive or consequential loss or damage, any loss of profits, loss of business, loss of revenue and/or loss of goodwill.

5. PROHIBITION TO UNAUTHORIZED PAYMENT



It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining the approvals, if required.

In the event of any party committing a breach of any of the terms and conditions contained herein then other party shall be entitled to forthwith terminate this agreement without any liability of any sorts whatsoever in respect of such termination.

DECLARATION: Acceptance / execution of this agreement shall be deemed to be (a) a confirmation by all the parties that no benefit, either in cash or in kind, has been provided by them to any officer or employee, or any relative / associate of any officer or employee, of the other party or of any of its associate companies, in order to secure this contract, and (b) an undertaking by all the parties not to provide any benefit, either in cash or kind, to any such officer / employee/relative/associate as reward or consideration either for securing this contract or any other matter relating to this contract.

6. REPRESENTATION AND WARRANTIES

Both parties represent and warrant to each other that:

- a) they are establishment duly and legally organized and validly existing in India and that the responsibilities assumed under this Agreement are legally valid and binding obligations on them and enforceable against them;

Lana Singh
Dr. Rana Singh
Director
AIMT Greater Noida

For **AXIS BANK LTD**
Munishakar
Authorised Signatory
Alpha Commercial B&I, Greater Noida

- b) they shall comply with or cause to be complied with all legal and valid provisions of statute, law, bye-law, rules, regulations or provisions having the force of law of the central and/or state governments, municipal corporation, municipality, local body or public authority, order of courts or law, and/or revenue or tax authority in so far as the same relates to the part of their obligations/responsibilities mentioned herein
- c) they are entitled to execute and implement this Agreement in accordance with their terms and all the requisite regulatory and corporate approvals, as applicable have been obtained by them prior to the execution of this Agreement;
- d) they are qualified and competent to perform the services covered under this Agreement; and
- e) the performance of their obligations as per this Agreement does not and will not violate or conflict in any manner with any of their duty or obligation with any third party.

7. NOTICES

Unless otherwise stated in this Agreement, any notice required or permitted to be given under this Agreement, shall be given in writing and shall be delivered by hand or sent by registered mail to the address of the other Party first set forth above or to such other address as a Party may designate to the other by written notice. Notice shall be deemed effected on the date when delivered, in the case of delivered by hand, or on the date of delivery as evidenced by the signed return receipt, in the case of delivery by mail, in case of Fax on the receipt of the positive transmission report.

If to Axis Bank:

Virendra Garg

Notary

Regd No. 2574

G B Nagar

Learning & Organisational Development-CO, 6th Floor, Axis House, Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai - 400025

If to AIMT:

[*] AIMT – Army Institute of Management & Technology, Plot No – M-1, Pocket P-5, Greater Noida, Gautam Budh Nagar, Uttar Pradesh - 201306

8. TERMINATION:

- a) Either Party shall have the right to terminate this Agreement with immediate effect, if:
 - i. either Party fails to perform any material obligation under this Agreement, and such failure continues unheeded for a period of thirty (30) days following receipt of written notice of such failure, or
 - ii. either Party should enter into liquidation, either voluntary or compulsory, or become insolvent, or enter into composition or corporate reorganization proceedings or if execution be levied on any goods and effects of the other Party or the other Party should enter into receivership or bankruptcy.
- b) Either party may terminate the agreement at will upon giving not less than thirty days prior written notice to the other party.
- c) Obligations of the Parties relating to confidentiality, indemnity and intellectual property rights as contained in this Agreement shall survive the expiration or termination of the Agreement.

Rana Singh
Dr. Rana Singh
Director
AIMT Greater Noida

For AXIS BANK LTD.
Munish Kumar
Authorised Signatory
Alpha Commercial Belt-I, Greater Noida

9. FORCE MAJEURE.

- a) Neither party to this Agreement will be liable for breach of this Agreement to the extent caused by or arising from prohibition or restriction by law or regulation of any Government, fire, flood, storms, weather, strike, lock-out or other labour problems, accidents, riots, ("Force Majeure Events") , acts of GOD or other events beyond the control of the party in breach.
- b) Each of the Parties agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.
- c) If the period exceeds One (1) month and the resumption of operation is not possible in the opinion of a Party, then in such a situation this Agreement may be terminated with immediate effect, at the instance of the affected Party.
- d) The Parties herein, in such event, shall not have any claim whatsoever against each other (except for any pending payment liability) in respect of the termination of this Agreement as a result of an Event of Force Majeure and this Agreement shall be treated as closed on mutual consent without any further liability.

INDEPENDENT ENTITIES AND BUSINESS RELATIONSHIP

It is understood that the relationship between the parties is solely on principal-to-principal basis. Neither Party shall acquire, by virtue of any provision of this Agreement or otherwise, any right, power or capacity to act as an agent or commercial representative of the other for any purpose whatsoever except as provided in this Agreement. Nothing contained in the contract shall be deemed or construed as creating a joint venture relationship or legal partnership etc between Axis Bank and AIMT.

DISPUTE RESOLUTION

- a) Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement between the Parties or arising out of or relating to or in connection with this Agreement and the performance or non-performance of the rights and obligations set forth herein or the breach, termination or invalidity thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996. Prior to submitting the Disputes to arbitration the parties shall mutually resolve to settle the Disputes through mutual negotiation and discussions. In the event that the said Disputes are not settled within 15 days of the arising of the Disputes, the same shall finally be settled and determined by arbitration to be conducted by a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996. The place of arbitration shall be GautamBudh Nagar and the language used in the arbitral proceedings shall be English.
- b) The sole arbitrator shall be decided and appointed with the mutual consent of all the parties.
- c) The arbitral award and decision by the arbitrator shall be in writing and shall be final and binding and shall be enforceable in the exclusive jurisdiction of the competent courts of GautamBudh Nagar, U.P.

Rana Singh
 Dr. Rana Singh
 Director
 AIMT Greater Noida

For AXIS BANK, LTD.

Munish Kumar
 Authorised Signatory
 Alpha Commercial Bldg-1, Greater Noida

12. NO CONFLICTS

The execution, delivery and performance of this agreement, by either Party and or any other agreement, document, or instrument now or hereafter executed and delivered by the Parties pursuant thereto or in connection herewith will not: (i) conflict with or violate the articles and Memorandum of Incorporation or any other deed of incorporation of either Party or any provision of any law, rule, regulation, authorization or judgment of any governmental authority having applicability to such Party or its actions; or (ii) conflict with or result in any breach of, or constitute a default under, any note, security agreement, commitment, contract or other agreement, instrument or undertaking to which such Party is a party or by which any of its property is bound.

This agreement hereunder constitutes the final, entire, and exclusive agreement between the parties with respect to the subject matter.

13. OTHER TERMS AND CONDITIONS

a) Governing Law: This Agreement shall be governed by and construed in accordance with the laws of India.

b) Assignment: Either Party cannot assign its rights and remedies nor transfer its obligations under this Agreement without prior written consent of the other party. In any event, any assignment or transfer shall not operate to relieve either party of its obligations hereunder up to the date of assignment, nor will any such assignment impose any obligation on the assignee except in the case of an express written assumption by the assignee. However it is understood between parties that prior consent shall not be required in case of any assignment to parent or subsidiary Companies, of the party.

c) Waiver: The failure of either Party to enforce at any time the provisions hereof shall not be construed to be a waiver of such provisions nor a waiver of such duty or obligation; it shall be construed as estopping such party from taking any action or exercising any remedy permitted in this agreement or under law upon the subsequent occurrence of any similar or identical failure or breach, or upon the failure of the other party to subsequently cure such breach.

d) Severability : Should any provision of this Agreement be determined to be unenforceable or invalid, or any transaction contemplated hereby determined to be unlawful by any court of law, arbitrator or competent government body for any reason, all other provisions shall continue (except if this Agreement stands terminated) in full force and effect. In the event if any such determination results in a material change in the rights and obligations of either party, the party adversely affected shall have the option to terminate this Agreement by 15 days written notice after the date of such determination.

e) Entire Agreement: This Agreement, including the Appendices, constitutes the entire Agreement of the parties with respect to the matters herein contained and supersedes all prior agreements and understandings between the parties whether written or oral with respect to the subject matter of this Agreement, and all other agreements statement or representations are hereby terminated and are of no consequence nor shall they be used to interpret or construe the provision of this agreement.

Rana Singh
Dr. Rana Singh
Director
AIMT Greater Noida

For **AXIS BANK LTD.**
Munika
Authorised Signatory
Alpha Commercial Belt-1, Greater Noida


8. **Amendment:** No modification to this Agreement shall be binding, unless made in writing and signed by a duly authorized representative of each Party.

9. This Agreement is not intended to create any relationship such as a partnership, franchise, joint venture, or agency. Neither Party shall act in a manner that expresses or implies any such relationship other than that of independent contractors, nor bind the other parties. All the Parties agree that this arrangement shall be on non-exclusive basis. Either Party shall have the right to enter similar arrangement with other parties.

10. Each Party confirms that, it has the right to enter this agreement, has the power and authority to execute and deliver this agreement and to perform its obligations hereunder.

The courts at Gautam Budh Nagar, U.P shall have the exclusive jurisdiction in respect of the subject matter of this agreement.

IN WITNESS whereof this Agreement has been executed and delivered as a deed on the date which appears hereinabove:

A circular notary seal with the word "NOTARY" at the top and "G.B. Nagar, U.P." at the bottom. The center contains some illegible text and a signature.
Rana Singh
Dr. Rana Singh
Director
AIMT Greater Noida
For and on behalf of

AIMT

Greater Noida

Name: Dr. Rana Singh

Designation: Director, AIMT

For **AXIS BANK LTD.**



Muneer Kapoor
Authorized Signatory
Alpha Commercial Debt, Greater Noida

For and on behalf of

Axis Bank Limited

Name: Mr. Muneer Kapoor

Designation: Asst Vice President

Axis Bank Ltd.

ATTESTED

Virendra Kumar Garg
Virendra Kumar Garg
(Notary) Advocate
Regd No -2874
G B Nagar (U P)

Annexure-A

DELIVERABLES BY AIMT:

1. Providing air-conditioned Training Hall facility *at the AIMT campus* with required furniture, and LCD Projector and Sound System(Mike & Speakers) for conducting programmes by Axis Bank;
2. Providing accommodation to participants of Training Programmes at the *Hostel located inside AIMT Campus*
3. Providing food to participants and trainers whenever programmes are conducted.

PROGRAMME DETAILS AND CHARGES:

The details of each type of programmes and applicable charges are given in the following Table.

Details	Day Programmes	Residential Programmes	Senior Programmes
No. of Participants	30-40	30-40	30-40
No. of Programmes per Year	<i>As per requirement</i>		
Facilities to be provided by AIMT	Air-conditioned Training Hall with required Furniture, LCD Projector and Sound System	Air-conditioned Training Hall with required Furniture, LCD Projector and Sound System	Air-conditioned Training Hall with required Furniture, and LCD Projector and sound system
Food	<ol style="list-style-type: none">1. Tea/Coffee with Cookies/Snacks: 22. Vegetarian Working Lunch3. Drinking water (packaged mineral water) - unlimited	Each Day: <ol style="list-style-type: none">1. Breakfast2. Tea/Coffee with Cookies/Snacks: 23. <i>Vegetarian</i> Working Lunch4. Dinner5. Drinking water (packaged mineral water) - unlimited	Each Day: <ol style="list-style-type: none">1. Breakfast2. Tea/Coffee with Cookies/Snacks: 23. <i>Vegetarian</i> Working Lunch4. Dinner5. Drinking water (packaged mineral water) - unlimited
Accommodation	Nil (No Accommodation)	A/C Guest Houses or Hostel (On Twin Sharing Basis)	A/C Guest Houses or Hostel (On Twin Sharing Basis)
Charges payable by Axis Bank to AIMT	Rs.550/- + Taxes per participant <i>per day</i>	Rs.12000/- + Taxes per participant <i>for 12 days (Including Intervening Sunday)</i>	Rs. 1100/- Taxes per participant per day on a twin sharing basis.

PAYMENT TERMS: AIMT shall submit an invoice for payment after the completion of each training programme. TDS and Levy of Taxes are as per the prevailing rules and regulations. Axis Bank shall process the invoice, if found in order, within 14 working days of receipt of the invoice. Additional facilities/services rendered by AIMT, Greater Noida on specific request of Axis Bank are chargeable as per actuals.


Dr. Rana Singh
Director
AIMT Greater Noida

For AXIS BANK LTD.


Authorized Signatory
Alpha Commercial Belt-I, Greater Noida