

## Memorandum of Understanding

This Memorandum of Understanding (MoU) is made on 20<sup>th</sup> day of May 2014 at New Delhi by and between:

**M/s Telecommunications Consultants India Limited**, a Company registered under the Indian Companies Act 1956, with its registered and corporate office at TCIL Bhawan, Greater Kailash-1, New Delhi - 110048, hereinafter referred to as "**TCIL**", which expression shall include its successors and its permitted assigns, of one part.

**AND**

**M/s ITU-APT Foundation of India**, registered under the Indian Society Act with its registered office at 304 Gagandeep Building, Rajendra Place, New Delhi - 110008, acting through its Secretary General hereinafter referred to as "**IAFI**", which expression shall include its successors and permitted assigns, of the other part.

"TCIL" and "IAFI" are individually referred to as "Party" and collectively as "Parties".

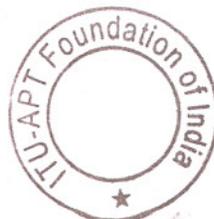
**WHEREAS** TCIL, a Government of India Enterprise under the Ministry of Communications and Information Technology, is a leading company in Telecommunications and Information Technology and has to its credit successful execution of many consultancy and turnkey projects in the fields of Telecom and IT both in India and abroad.

**WHEREAS** IAFI is in the business of Telecom and IT consulting services in India and abroad. IAFI has expertise in Consultancy Services in the fields of Telecom and IT Policy, Regulation and execution.

**WHEREAS** both parties jointly or independently explore the opportunities for consultancy project for mutual benefits.

Now, therefore, it is agreed between the Parties as under:

1. This MoU is on non-exclusive basis and parties are free to tie up with other parties for projects/ tenders participation/ execution.
2. The term of this MoU shall be for twelve (12) months ("Term") from the date of signing of this MoU ("Effective Date"). All obligations hereunder shall only apply during the Term of this MoU & those obligations and commitments as may have been undertaken by the parties with validity exceeding the term. The Term of this MoU can be extended by mutual agreement between the Parties, depending upon the requirement.
3. TCIL and IAFI hereby mutually agree that both of them shall remain as irrevocable members of this tie-up for the complete duration of this MoU.



Date: 1 of 2



4. Expenses towards Proposal preparation would be borne by the individual Parties viz. TCIL and IAFI for their respective work. TCIL will not reimburse any such expenses to IAFI towards preparation and submission of the bid.
5. On award of work by the potential clients, a detailed agreement shall be entered into between TCIL and IAFI.
6. If short-listed by potential customers, all technical, financial and commercial terms and conditions of the RFP, except pricing, risk purchase & termination, will apply on back-to-back basis between TCIL and IAFI, for their respective part/scope of work. However, if IAFI, fails to fulfill its part of the work to the satisfaction of TCIL, then TCIL shall have the right to terminate the contract with IAFI, and get the same executed departmentally or by other agencies at the risk and cost of IAFI.
7. The payment terms between TCIL and IAFI will be on back-to-back basis i.e. TCIL will release payment to IAFI only if received from potential customer. TCIL shall ensure that they raise the Invoices on the potential customers within shortest possible time and put all efforts to receive payments within shortest possible time.
8. TCIL and IAFI agree to keep confidential all information shared with each other and disclose to third party only after taking prior written consent of each other. This clause excludes information available in public domain. The confidentiality provisions of this MoU shall remain in full force and effect during the term of this MoU and 12 months thereafter.
9. Nothing in this MoU shall constitute, create or give effect or recognize a JV, partnership or business entity of any kind.
10. This MoU shall be construed and governed by the laws of India and the parties hereby submit to the exclusive jurisdiction of the Delhi Courts of Law.
11. Any matter, which is not stipulated in the MoU, shall be settled in good faith by discussion among the parties in the spirit of understanding and cooperation.
12. All disputes or differences whatsoever arising among the parties regarding this MoU shall be settled by the arbitration in accordance with Arbitration and Conciliation Act of 1996 and the venue shall be in New Delhi. The arbitral tribunal shall consist of a sole arbitrator who shall be the CMD, TCIL himself or any person nominated by him to act as the sole arbitrator, whether directly or indirectly related with the Project or not.
13. During its Term, this teaming arrangement will be terminated in the event of
  - a. IAFI withdrawing the offer provided it does not create any financial obligation on TCIL.
  - b. Bankruptcy proceedings being initiated against either of the Parties
  - c. Mutual agreement between the "Parties"

*[Handwritten signature]*



14. Notices and other communications under this MoU shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned in the MoU.
15. IAFI shall be exempted <sup>to</sup> deposit Rs. One lakh towards non refundable MOU fees to TCIL.
16. By signing this MoU, the "Parties" acknowledge that it correctly records the understanding they have reached with regard to the business development.

IN WITNESS WHEREOF, each party hereto has caused this MoU to be executed in duplicate to be effective as of the Effective Date, by its duly authorized representative.

**(For Telecommunications Consultants India Ltd.)**

**(For ITU-APT Foundation of India)**

Signature:




Name:

V. Jain

Designation:

GM (F&CS)

Date:

Signature:



Name: Anil Prakash

Designation: Secretary General

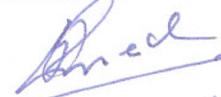
Date: 24.03.2014

Witness:



(Pankaj Vermani)  
GM (BD & MS)

Witness: Saleem Ahmed

Saleem Ahmed  
Head-Programmer