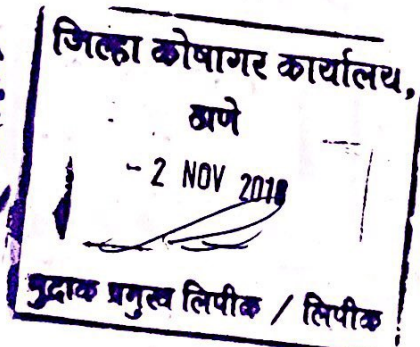
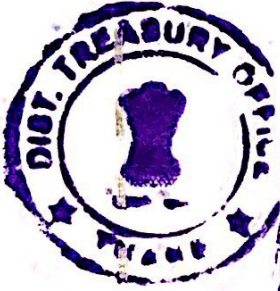




महाराष्ट्र MAHARASHTRA

2018

5 NOV 2018 AK 671337



INDEPENDENT CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT dated..... ("Effective Date") is entered by and between Tata Consultancy Services Limited, with its corporate office at TCS House, Raveline Street, Fort, Mumbai – 400001, India ("Client") and the undersigned INDIAN INSTITUTE OF ECOMMERCE (the "Contractor") with its corporate office at 15th Floor, Eros Corporate Tower, Nehru place. New Delhi- 110019.

RECITALS

WHEREAS, Client, among other business, is in the business of developing, constructing, licensing, updating, enhancing, implementing, maintaining, supporting and marketing IT systems to its clients/customers.

AND WHEREAS, the Contractor has represented that he has proven knowledge, contacts and experience in E-Learning [E-commerce and Digital Skills Programs] and associated sector.

AND WHEREAS the Contractor has further represented that he is not prevented from entering into this Agreement and performing his obligations hereunder by any law or contract.

TCS Confidential



[Handwritten Signature]



[Handwritten Signature]



महाराष्ट्र MAHARASHTRA

2018

UH 423693



AND WHEREAS, relying on the above representations, Client has agreed to engage the Contractor, as a consultant/independent contractor and to procure the services from Contractor as herein set out.

NOW THEREFORE, in consideration of the covenants and conditions hereinafter set forth, it is agreed by and between Client and Contractor as follows:

1. ENGAGEMENT OF SERVICES.

1.1 Client may from time to time issue Project Assignment(s) in the form similar to the first agreed Project Assignment attached to this Agreement as Exhibit A. Subject to the terms of this Agreement, Contractor shall, render the services set forth in Project Assignment(s) accepted by Contractor (the "Project(s)") by the completion dates set forth therein. Contractor agrees to exercise the highest degree of professionalism, and to utilize its expertise and creative talents in completing such Projects. Contractor shall perform the services necessary to complete the Projects in a timely and professional manner consistent with industry standards. Contractor may not subcontract or otherwise delegate its obligations under this Agreement. Contractor shall provide services (a) in a manner that meets the values and goals of the Client, (b) by obtaining, all, authorizations, permissions, if any required, to formalize its appointment hereunder and/or provide the services hereunder and in full compliance with from time to time and at all times all rules, regulations and laws as may be applicable to his performance of his obligations hereunder., (c) by at all times, complying with rules, regulations or policies including security, confidentiality and IP protection policies and procedures of the Client and Client's customers, as in force from time to time.

TCS Confidential



1.2 All Client Work Product (as defined below), shall be made by Contractor in such format (both in object code and source code) and manner as shall allow Client to fully assume further development, modification, enhancement, of such Client Work Product and on its own. As requested by the Client, Contractor shall provide adequate documentation to enable the foregoing and shall be available to handover sessions to assist Client with the foregoing.

2. **COMPENSATION.** Client will pay Contractor a fee for services rendered under this Agreement as set forth in the Project Assignment(s) undertaken by Contractor. Such compensation is the exclusive and conclusive compensation to which Contractor is entitled, and Contractor shall not be entitled to any other reimbursement of expenses or any other additional consideration. Such compensation shall be inclusive of all taxes, duties and levies as may be applicable, and all such taxes, duties and levies shall be borne by the Contractor alone.

3. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Contractor's relationship with Client will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Contractor is not the agent of Client and is not authorized to make any representation, contract, or commitment on behalf of Client. Contractor will not be entitled to any of the benefits which Client may make available to its employees, such as group insurance, profit-sharing or retirement benefits. Contractor will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Contractor's performance of services and receipt of fees under this Agreement. Because Contractor is an independent contractor, Client will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Contractor's behalf. Contractor agrees to accept exclusive liability for complying with all applicable laws and regulations governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Contractor, its agents or employees under this Agreement. Contractor hereby agrees to indemnify and defend Client against any and all such taxes or contributions, including penalties and interest.

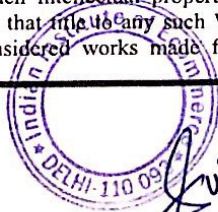
4. CONFIDENTIAL INFORMATION - INTELLECTUAL PROPERTY RIGHTS.

4.1 **Proprietary Information.** Contractor agrees during the term of this Agreement and thereafter that it will take all steps necessary to hold Client's Proprietary Information and Work Product (including but not limited to Client's customers Proprietary Information) in trust and confidence, will not use Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party. The Contractor shall promptly notify the Client in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such third party or entities. By way of illustration but not limitation "Proprietary Information" includes (a) trade secrets, inventions, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as "Inventions"); and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; .

4.2 **Conflict of Interest.** Contractor agrees during the term of this Agreement not to accept work or enter into a contract or accept an obligation, inconsistent or incompatible with Contractor's obligations under this Agreement or the scope of services rendered for Client. Contractor warrants, there is no other existing contract or duty on Contractor's part inconsistent with this Agreement. Contractor further agrees not to disclose to Client, or bring onto Client's premises, or induce Client to use any confidential information that belongs to anyone other than Client or Contractor. Contractor undertakes that during the term of this Agreement and for a period of twelve months thereafter (i) it shall not render services directly or indirectly to any clients and/or customers of the Client to which the Project is ultimately performed or to which the Contractor is otherwise exposed as a result of a Project.

4.3. **Proprietary Rights:** Deliverables and work products created or prepared by Contractor under this Agreement ("Work Product" as provided in Schedule A) shall become the exclusive intellectual property of Client. including title to and all interest and rights therein, including, but not limited to, all copyrights, patents, rights of reproduction, the right to secure registrations, renewals, reissues and extensions thereof, shall vest in Client. Upon request by Client and at Client's expense Contractor agrees to execute such further documents and to do such further acts as may be necessary to perfect, register, or enforce Client's ownership of such rights, in whole or in part. The Contractor shall not claim and cannot assert any ownership or right to such intellectual property of Client resulted as the Work Product of the Contractor under this agreement. To the extent that title to any such Work Product may not, by operation of law, vest in Client or such Work Product may not be considered works made for hire, Contractor hereby irrevocably assigns to Client all right, title,

TCS Confidential



ownership and interest worldwide in and to the Work Product and all applicable intellectual property rights related to the Work Product, including without limitation, copyrights, trademarks, trade secrets, patents, moral rights, contract and licensing rights (the "Proprietary Rights"). Contractor retains no rights to use the Work Product and Proprietary Rights and agrees not to challenge the validity of Client's ownership in the Work Product and Proprietary Rights. Contractor also agrees to assign all of its right, title and interest in and to any Work Product to any other third party if and as expressly directed in writing by Client. The Contractor further agrees to not retain or make any copies of the Work Products submitted to Client or to provide or share such Work Product with any third parties.

5. CONTRACTOR REPRESENTATIONS AND WARRANTIES.

5.1 Contractor hereby represents and warrants that (a) the Client Work Product will be an original work of Contractor and are not be sourced from any publicly available source.; (b) neither the Client Work Product nor any element thereof will infringe the Proprietary Rights of any third party; (c) neither the Client Work Product nor any element thereof will be subject to any restrictions or to any mortgages, liens, pledges, security interests, encumbrances or encroachments; (d) Contractor will not grant, directly or indirectly, any rights or interest whatsoever in the Client Work Product to third parties; (e) Contractor has full right and power to enter into and perform this Agreement without the consent of any third party. (f) the Work Product submitted by Contractor are free from any conflict of thought with respect to the fairness, validity and technicality (g) Contractor has the proper skill, training and background sufficient to perform the services in a competent and professional manner, and all work will be performed in a workmanlike manner; (h) it shall make all possible attempts to ensure that the content created is relevant, correct and in line with the requirements mentioned by Client..

5.2 Contractor hereby warrants that any services and/or Work Product provided hereunder shall comply in all material respects with the agreed upon terms and the agreed upon specification documents (including as per the Project Assignment). Client shall submit, in writing, a list of faults/defects with reasonable details of the defects and non-conformities ("Non-Conformities") after submission of the Work Product by the Contractor or the performance of the services by the Contractor. If Non-Conformities are produced, Contractor shall correct the faults/ defects and re-submit the Work Product for acceptance or re perform the services within a reasonable time period to provided by the Client.

6. INDEMNIFICATION.

6.1 Contractor shall indemnify and hold harmless Client, its officers, directors, employees, sublicensees, customers and agents from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a breach or alleged breach of any representation or warranty of Contractor (a "Claim") set forth in Section 5 of this Agreement, Client shall have the right to withhold from any payments due Contractor under this Agreement the amount of any defense costs, plus additional reasonable amounts as security for Contractor's obligations under this Section 6.

6.2 Contractor shall provide the services to Client and assist Client in procuring business only through professional and ethical means. Contractor shall not induce any person, at any time, to do or cause to do Client any favour by misusing or abusing that or any other person's official powers/position/authority either by way of action or forbearance to act ('unjust favour') and Contractor shall not at any time, provide any favour, either monetary or otherwise to any person, to obtain any such 'unjust favour' at any time. Contractor shall indemnify and keep effectively indemnified Client at all times, against any claim brought against Client by any person, government or authority that Client obtained any business through 'unjust favour'. This clause shall survive the term and termination of this Agreement.

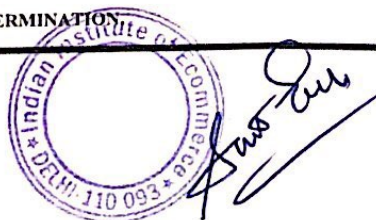
6A. LIMITATION OF LIABILITY

The total cumulative liability of Client arising from or relating to this Agreement shall not exceed the total amount payable to Contractor by the Client under that applicable Project Assignment that gives rise to such liability (as of the date the liability arose)

In no event shall Client be liable to Contractor for any direct, indirect, incidental, consequential, special or exemplary damages, nor for any damages as to lost profit, data, goodwill or business, nor for any reliance or cover damages howsoever arising even if Client was advised about the possibility of the same.

7. TERM AND TERMINATION

TCS Confidential



7.1 This Agreement is valid from 01st September 2018 up to 31st August 2019. The term of this Agreement may be extended by Client in writing at its discretion.

7.2 **Termination by Client.** Client may terminate this Agreement at its convenience and without any breach by Contractor upon seven (7) days' prior written notice to the other party. Client may also terminate this Agreement immediately in its sole discretion upon Contractor's material breach of this Agreement or any exhibits thereto, including but not limited to Sections 4 and/or Section 7.2.

7.3 **Return of Client Property.** Upon termination of the Agreement or earlier as requested by Client, Contractor shall deliver to Client any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Client Work Product, Third Party Information or Proprietary Information of Client.

8. GENERAL PROVISIONS.

8.1 **Governing Law.** This Agreement will be governed and construed in accordance with the laws of India and the competent court of Mumbai, India shall have exclusive authority over any matter in connection with this Agreement.

8.2 **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.3 **No Assignment.** This Agreement may not be assigned by Contractor, and any such attempted assignment shall be void and of no effect.

8.4 **Notices.** All notices, requests and other communications under this Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, or delivered by hand to the party to whom such notice is required or permitted to be given. If mailed, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by hand, any such notice will be considered to have been given when received by the party to whom notice is given, as evidenced by written and dated receipt of the receiving party. The mailing address for notice to either party will be the address shown on the signature page of this Agreement. Either party may change its mailing address by notice as provided by this section.

8.5 **Legal Fees.** If any dispute arises between the parties with respect to the matters covered by this Agreement which leads to a proceeding to resolve such dispute, the prevailing party in such proceeding shall be entitled to receive its reasonable attorneys' fees, expert witness fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief it may be awarded.

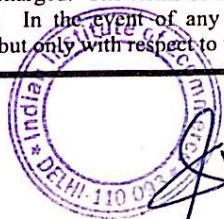
8.6 **Injunctive Relief.** A breach of any of the promises or agreements contained in this Agreement may result in irreparable and continuing damage to Client for which there may be no adequate remedy at law, and Client is therefore entitled to seek injunctive relief as well as such other and further relief as may be appropriate.

8.7 **Survival.** The following provisions shall survive termination of this Agreement: Section 4, Section 5, Section 6, Section 6A, Section 7.3 and Section 8.

8.8 **Waiver.** No waiver by Client of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by Client of any right under this Agreement shall be construed as a waiver of any other right. Client shall not be required to give notice to enforce strict adherence to all terms of this Agreement.


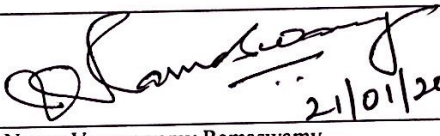
8.9 **Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. The terms of this Agreement will govern all Project Assignments and services undertaken by Contractor for Client. In the event of any conflict between this Agreement and a Project Assignment, the Project Assignment shall control, but only with respect to the services set forth herein.

TCS Confidential



8.10 Dispute Settlement and Arbitration:- The parties agree that should any dispute under this Agreement arise between them, every effort shall be made by the appropriate management of the respective party to resolve such dispute in good faith. If such dispute is not resolved within 14 days, then such dispute shall be settled by arbitration in accordance with the provisions of the Arbitration Rules of the International Chamber of Commerce and the venue of the arbitration shall be at Mumbai, India. The decision of the arbitrator shall be final and binding on both the parties. The arbitration proceedings shall be subject to the jurisdiction of the Courts in Mumbai, India. Both Client and Contractor, to the extent it is reasonably possible shall continue to discharge their respective obligations during the pendency of arbitration proceedings. The costs of the arbitration shall be equally shared between the parties, unless it is specifically provided for otherwise in the arbitration award.

IN WITNESS WHEREOF, the parties have caused this Independent Contractor Services Agreement to be executed by their duly authorized representative.

Indian Institute Of Ecommerce	Tata Consultancy Services Limited
 29/01/2019	 21/01/2019
Name: Sumit Pareek	Name: Venguswamy Ramaswamy
Title: Chairman	Title: Global Head – TCS iON
Address: 15th Floor, Eros Corporate Towers, Nehru Place, New Delhi – 110019	Address: Tata Consultancy Services 9th Floor, ODC 9-C, Olympus, Opposite Rodas Enclave, Hiranandani Estate, Ghodbunder Road, Patlipada, Thane West, Maharashtra 400607.



TCS Confidential

**EXHIBIT A
PROJECT ASSIGNMENT**

• **Scope of Work**

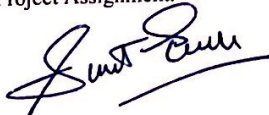
1. The Contractor will create and submit item contents for the specified domain / subject using TCS' Online Content Creation Platform - the CAE.
2. Contractor will ensure that the items submitted are in line with the requirements as mentioned by TCS.
3. Contractor should provide the Assessment Content Items with all supporting tags, images, strings, variables etc. as required by TCS.
4. All the content items submitted by the Contractor should be the original work of the Contractor and should not be sourced from any publicly available source.
5. Contractor will ensure that the content submitted is relevant, valid and technically accurate.
6. The content submitted by the Contractor should not be in violation of any copyright.
7. The Contractor should not retain or make any copies of the content items submitted to TCS.
8. The Contractor will review items created by other resources, validate and edit such items assigned from time to time.
9. TCS will own all copyrights to all the intellectual property (IP) created by the Contractor as a result of the arrangement made through this agreement. The Contractor cannot assert or claim for ownership right to any IP thus created.

• **Commercials:**

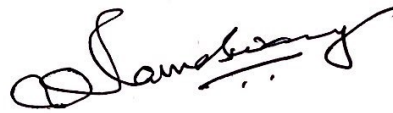
1. Test Design: INR 25,000 per job role
2. Question Paper Creation
Part A (MCQ): INR 500 per question- 4 Question Paper need to be created, each containing 50 items.
Part B (Practical): INR 2000 per Practical Scenario with Evaluation matrix

NOTE: This Project Assignment is governed by the terms of an Independent Contractor Services Agreement in effect between Client and Contractor. In the event that any item in this Project Assignment is inconsistent with that Agreement, the terms of this Project Assignment shall govern, but only with respect to the services set forth in this Project Assignment.

Signed: _____



Indian Institute Of Ecommerce



Tata Consultancy Services Ltd

Dated: 29/01/2019

21/01/2019

TCS Confidential

