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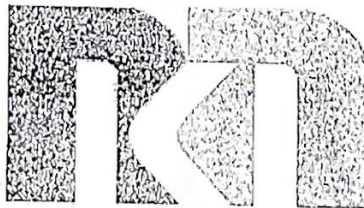
Memorandum of Understanding (MoU)  
between  
National Knowledge Network (NKN)

And

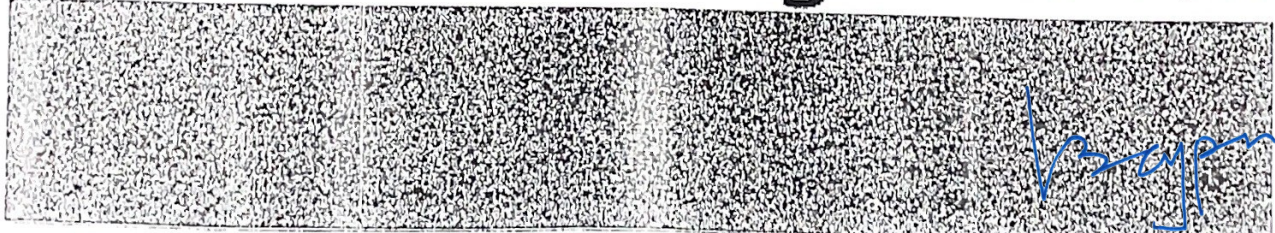
Sanjay Gandhi Post Graduate  
Institute of Medical Sciences

Lucknow

Agreement Registered No - 186  
2014-15



National Knowledge Network



Lt Col Varun Bajpai VSM  
Executive Registrar  
SGPGIMS, Lucknow

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MoU FOR SERVICES ON NATIONAL KNOWLEDGE NETWORK

This MoU (this "Agreement"), dated \_\_\_\_\_ is entered into by and among

PARTIES TO THE MEMORANDUM

National Informatics Centre (NIC), Department of Information Technology, Ministry of Communication and Information Technology, Government of India at (Block-A, CGO Complex, Lodi Road, New Delhi-110003) which is the "Project Execution Agency (PEA)" for coordinating the implementation of National Knowledge Network (NKN) Project by the designated High Level Committee (HLC) on NKN.

AND ~~Sanjay Gandhi Post Graduate~~  
Institute of Medical Sciences

\_\_\_\_\_, hereinafter referred to as 'User' with office at \_\_\_\_\_

RECITALS:

WHEREAS,

- a) NKN is a state of art Multi-Gigabit Pan-India network. It has been designed to ensure the highest level of availability, quality of service, and robust, secure and reliable connectivity for extending network based services.
- b) "Project Execution Agency (PEA)" is the implementing agency on behalf of NKN Project, till such time a Special Purpose Vehicle (SPV)/Successor is not established. Once the SPV/Successor is established then all the roles agreed for by "PEA" in this agreement shall be as it is, transferred to the SPV/Successor.
- c) Pursuant to the terms and conditions of this Agreement, User desires to obtain Right of Use in the NKN network, upon accepting the terms and conditions set forth in this Agreement.

NOW THEREFORE, the User desires to use / make certain services available via a connection to NKN and the Parties have agreed that those services be made available on the terms and conditions set out in this Agreement. In consideration of the matters recited, the commitments contained herein, and the purpose and scope, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

The following terms shall have the definitions indicated. Capitalized terms not defined in this Agreement shall have the meaning ascribed to them in the Agreement.

"Access Link"	the access link and/or other equipment which is required to make the connection between the User's network and NKN;
"Agreement"	this agreement, including its Exhibits, as may be amended from time to time under Clause 24.2;
"Clause"	a clause or sub-clause of this Agreement;
"Connectivity"	Is the term used to describe the network based connectivity between the PEA and the User
"Confidential Information"	all information (in whatever form) designated as such by the other Party together with such information which relates to the business affairs,

NKN  
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Sign and stamp

Finance Officers  
Sanjay Gandhi Post Graduate  
Institute of Medical Sciences  
Lucknow - 226014

(Sign)

NIC  
Page 2 of 14  
*[Signature]*

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Executive Registrar  
SGPGIMS, Lucknow

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networks, computer systems and installations, technology, developments, trade secrets, know-how, products, services or personnel of the other Party, or users and Users (or potential users and Users) of the other Party's products or services, or information which may reasonably be regarded as the confidential information of the other Party;

"Fees" the fees payable by the User to NKN under this Agreement, as set out in Clause 5;

"Fiber Mile" means a linear mile of one strand of Lit Fiber, which length shall be measured along the path of the cable route, and not by vertical and horizontal distance;

"Interruption" means any failure, interruption, impairment or degradation of the operation of the NKN Fibers that commercially impairs NKN's use of the Fiber between two adjacent PoPs (but not including any failure, interruption, impairment or degradation caused by User);

"Maintenance" shall mean Scheduled Maintenance;

"PoP" means a terminal facility (Point of Presence) used for origination/termination of traffic and shall not include sites used extensively for regeneration or amplification;

"Services" the services which the User is permitted to provide to Users on NKN pursuant to this Agreement, as may be amended in accordance with this Agreement;

"User" Organization/Establishment which shall have a NKN connection

Also,

- a) Clause headings are inserted in this Agreement for convenience only and they shall not be taken into account in the interpretation of this Agreement.
- b) The singular includes the plural and vice versa.
- c) References in this Agreement to "Party" or "Parties" mean party or parties to this Agreement.

2. TERMS OF AGREEMENT

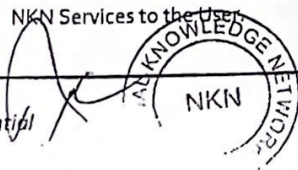
This Agreement shall commence on the Commencement Date and, subject to earlier termination in accordance with the provisions of this Agreement, shall have an initial term till "31<sup>st</sup> December 2019". In case there are any additions/modifications required in the agreement, it shall be modified on a case to case basis as per the decision of the High Level Committee of the NKN Project. After the initial term, this agreement shall be renewed as agreed by the parties to this agreement unless:

- 2.1 PEA gives the User, a written notice to terminate this Agreement, either at the end of the Initial term, or based on a notice to be provided at least three (3) months in advance; or
- 2.2 User gives PEA, a written notice to terminate the Agreement. At any time, such notice shall be provided at least three (3) months in advance. (Refer to Clause-20 for details)

3. PROVISION OF SERVICE

3.1 Subject to the User complying with the terms and conditions of this Agreement, PEA shall provision NKN Services to the User.

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Finance Officers  
Sanjay Gandhi Post Graduate  
Institute of Medical Sciences  
Lucknow - 226014

Prof. S. K. ...  
Nodal Officer, Telemedicine  
SGPGIMS, Lucknow.

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Col Varun Bajpai VSM  
Executive Registrar  
SGPGIMS, Lucknow

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- 3.2 PEA shall use all reasonable endeavors to provide the service in accordance with the standard Network Service Levels.
- 3.3 Access to NKN Project is provided by the PEA:
  - a) On a non-exclusive basis, where the PEA shall be entitled to allow / provide others the same or similar service at any time; and
  - b) Solely for the purpose of providing the services to users.
- 3.4 The Service does not include:
  - a) Internet Protocol (IP) transits other than to the Users.

4. RESPONSIBILITIES OF PARTIES TO AGREEMENT

4.1 Responsibilities of User

- a) The user shall appoint one technical personnel to be the single point of contact for the PEA and one alternative technical contact in case former is not contactable / available for whatsoever reason may be. This person shall be responsible for all communications, correspondence and actions between the User and the PEA. The PEA shall not be required to get in touch with any other person at the User.
- b) The User shall supply or provide the Access Link, Equipment Space (at least 10 X 10 Sq. ft. in the beginning), Personal Computers, Air Conditioners, UPS etc. (including but not limited to) at its own expense in order to enable PEA to provide the NKN Services. The goods and services provided by the User should be compatible with the project requirements, as intimated to the nodal officer from User. User shall also be responsible for the suitability, sufficiency, repair and maintenance of the equipment provided by them.
- c) The User shall ensure that the Access Link, Equipment Space (at least 10 X 10 Sq. ft. in the beginning), Personal Computers, Air Conditioners, UPS etc. (including but not limited to) is suitable for the connection and service through the NKN project and in accordance with the reasonable instructions of the PEA and/or its sub-contractors. The user should consult the PEA for prior approval before acquiring any goods and/or services for the project and PEA will follow recommended specifications for approving such goods and/or services.
- d) In case the PEA chooses to use NKN's resources installed at the User's site to connect another User to the network, the User shall allow full access to the PEA personnel for such implementation including access to equipments and space in its premises, pertaining to NKN connectivity.
- e) In case the User decides to shift the location of the Institute then, in order to enable the PEA to arrange for such shift, the User shall inform the PEA three (3) months in advance. (For further details pertaining to location shift please refer Clause 5)
- f) **Security.** User shall ensure the security of the entire NKN project related equipment (both owned by the User & PEA and/or its sub-contractors), installed within User's compound (List of PEA Equipment shall be maintained as per Exhibit C). This shall also include managing the Facilities Management System (FMS) within the Institute Compound, along with the following:
  - i. Collecting and maintaining contact details of NKN Nodal officer assigned to User;
  - ii. Maintaining the escalation procedure/process and contact information for contacting the next level officer of PEA, dealing with the User Account.
- g) **Accessibility In User Compound.** The User shall ensure accessibility to the nominated personnel of the PEA and/or its sub-contractor, twenty-four (24) hours a day, seven days a week for the NKN project related equipment within the compound of the User.

4.2 Responsibilities of PEA

- a) PEA shall be responsible for connecting the Access Link to User equipment.
- b) PEA shall provide support services for NKN project. The support services may include:

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FINANCE OFFICERS  
 Sanjay Gandhi Post Graduate  
 Institute of Medical Sciences  
 Lucknow - 226014

(Signature)  
 Nodal Officer, Lucknow  
 SGP GIMS, Lucknow

(Signature)

FINANCE OFFICERS  
 Sanjay Gandhi Post Graduate  
 Institute of Medical Sciences  
 Lucknow - 226014

(Signature)  
 Nodal Officer, Lucknow

**Lt Col Varun Bajpai VSM**  
 Executive Registrar  
 SGP GIMS, Lucknow

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- i. Provide contact details of the Nodal Officer to the NKN User.
- ii. Provide services support for the NKN Network.
- c) PEA shall not be responsible for any failure to provide the Service if and to the extent such failure is attributable to the lack of an Access Link, Equipment Space, Personal Computers, Air Conditioners, UPS etc. (including but not limited to) or to any deficiency or problems with the above.

5. FEES

- 5.1 As per the NKN project approval by the cabinet committee, the link provided by the NKN project is free of charge. However, in due course of time if the Government decides to charge any amount then, the applicable charges and terms & conditions shall be communicated to the User.
- 5.2 Shifting of Last Mile Connectivity of Edge Links: In case, the "User" shifts the last mile connectivity of edge links provisioned by the PEA within the initial service period of 2 years of provisioning the Link then, the PEA shall be liable to charge the service fee for 2 years assuming the link has been live for the period of 2 years, as a substantial amount is incurred in provisioning of last mile expenditure on Network.

The provisioning of links to a new location shall be on the basis of examination of the feasibility of new location as mutually agreed on case to case basis.

Examples

Case#1: In case of a 1Gbps link of >20 Kms is being shifted in the first 6 months, the fee payable by the User to the PEA shall be Rs. 30 lakhs (Balance 1.5 year X Rs. 20 lakhs per year for 1Gbps link)

Case#2: In case of a 1Gbps link of >20 Kms is being shifted in the first 18 months, the fee payable by the User to the PEA shall be Rs. 10 lakhs (Balance 0.5 year X Rs. 20 lakhs per year for 1Gbps link).

- 5.3 In case of any changes to the standard tariffs, the PEA shall notify User in writing. For such changes to take affect under this Agreement, the PEA shall inform the User at least three (3) months prior to Implementation of such changes.

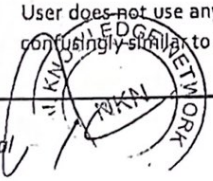
6. COMPLIANCE WITH POLICIES (Issued from Time to Time)

- 6.1 The User shall comply (and shall ensure that its officers, employees, contractors and agents comply) at all times with PEA's current versions of the Policies.
- 6.2 PEA reserves the right to amend the Policies from time to time. In case of any amendments, PEA shall notify the User of the updates and make available to the User a copy of the amended Policy or Policies (as appropriate).

7. PUBLICITY

- 7.1 Either party may make any press or other public announcement in relation to the NKN Services to Users, provided that:
  - a) the first such announcement by the User is made in the manner and in the form which has been agreed in writing with the PEA, prior to its release;
  - b) no such announcement discloses any of the terms of this Agreement (including, without limitation, any financial terms), to the extent that such disclosure is agreed in advance in writing between the Parties or is permitted by Clause 15;
  - c) User does not use any logo or device of NKN (or any logo or device which incorporates or which is confusingly similar to any such logo or device) without PEA's prior consent.

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Finance Officers  
Sanjay Gandhi Post Graduate  
Institute of Medical Sciences  
Lucknow - 226014

Nodal Officer  
SGPGIMS, Lucknow

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*Signature*

Lt Col Varun Bajpai VSM  
Executive Registrar  
SGPGIMS, Lucknow

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**8. ACCESS TO TRANSMISSIONS**

PEA and its sub-contractors shall have the right to examine all transmissions made along NKN, where PEA has reasonable grounds to believe that such transmissions are in breach of this Agreement and are of a nature which is likely to cause harm or distress to anyone or are otherwise in breach of any law or regulation. PEA and its sub-contractors shall also have the right to remove (or otherwise cause not to be transmitted on NKN) any material which, in its reasonable opinion, is of such a nature. Such material shall be treated as the Confidential Information of the User in accordance with Clauses 15.1, 15.2 and 15.3. The right to all final decisions on access to transmissions lies with the PEA.

**9. MAINTENANCE AND FAULT REPAIR OBLIGATIONS**

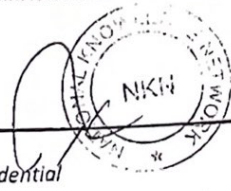
- 9.1 It shall be the responsibility of User to notify the occurrence of fault to NKN.
- 9.2 PEA shall perform or cause to be performed under its direction all necessary repair and replacement ("Repair"), necessary to maintain the physical integrity and performance of the Network. User is prohibited from performing any repair or maintenance on the NKN Network and/or system facilities.
- 9.3 User shall provide to PEA, or its designee, access to any facilities under User's control which are used in connection with the NKN and / or the system facilities to enable NKN Project, in its sole discretion, to perform testing, adjustments, demand or maintenance or other procedures which are necessary or desirable to manage the NKN and/or the system facilities in accordance with Exhibit A.
- 9.4 With respect to the swapping, leasing, conveying, assigning or transferring of NKN's edge links, User shall require its transferees to execute NKN's then standard maintenance agreements and pay NKN's standard fees, as applicable. In such a case, the transferee shall be responsible directly to PEA for any agreements pertaining to maintenance fee and any other fee, if applicable. If the transferee fails to pay any such fee, User (transferor) shall continue to be responsible for the same.

**10. WARRANTIES**

- 10.1 The PEA warrants that:
  - a) It shall, at all times exercise reasonable skill and care in providing the NKN Service.
  - b) It holds and shall hold for the duration of this Agreement all licenses and authorizations as may be required to provide services to the User.
- 10.2 The User warrants that:
  - a) It shall take all reasonable endeavors to ensure that it introduces no virus, Trojan horse or worm into NKN and follow the NKN security policies to manage the security aspects;
  - b) It holds and shall hold for the duration of this Agreement all necessary licenses, consents and authorizations as may be required to provide the services to its officers, employees, agents and students;
  - c) It shall provide the services and shall carry out the obligations in this Agreement in accordance with all applicable telecommunications, data protection and other laws of the country, licenses and regulations; and
  - d) It has the full right, power and authority to enter into and perform this Agreement in accordance with its terms, and such entry and performance does not and shall not violate or infringe the intellectual property or other rights of any other person.

**11. LIMITATIONS OF THE SERVICE**

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Sign and stamp

Principal Scientist  
Sanjay Gandhi Post Graduate  
Institute of Medical Sciences  
Lucknow - 226 015

Prof. S. K. Mishra  
MD, DNB, DM, MCh  
Surgical Gastroenterology  
SGPGIMS, Lucknow

NIC  
Page 6 of 14

**Lt Col Varun Bajpai VSM**  
Executive Registrar  
SGPGIMS, Lucknow

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While PEA shall use its reasonable endeavors to provide Users a continuous service, the User acknowledges and accepts there is a regular "Scheduled Maintenance Period" during which time the whole or part of the service may not be available.

12. LIABILITY

- 12.1 Neither Party excludes or limits liability to the other Party for death or personal injury caused by that Party's negligence, or for fraud.
- 12.2 Under no circumstances shall either Party be liable to the other for:
  - a) any loss or harm caused by any person using NKN;
  - b) any loss of profits, loss of savings, loss of use, loss of business, loss of opportunity, loss or spoiling of data, lost or wasted management time or time of other employees, or for any indirect, special or consequential loss, whether arising from negligence, or breach of contract, or in any other way, even if the other Party was advised of or knew of the likelihood of that loss or type of loss arising.

13. CHANGES TO SERVICES

Whenever the User identifies the need to change the services, it shall complete the template of Change Control Notice (as given in Exhibit B) and shall submit it to PEA. The User must provide full details of change requested and any consequential amendments to this Agreement. The proceeding details have also been prescribed under Exhibit B.

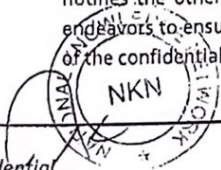
14. PROVISION OF CONTACT INFORMATION

All communications with the User concerning this Agreement shall be with the Technical Nodal Officer nominated by the User in writing pursuant to this Clause 14. The User shall provide to PEA, the contact information for each nominated individual (minimum details shall include name, telephone number, fax number and electronic mail address – as per Exhibit D) and shall notify PEA of any changes to those individuals or their contact details as and when they occur. Notification for the purposes of this Clause 14 should be sent by letter or electronic mail and should be addressed to the Nodal officer at the PEA.

15. CONFIDENTIALITY

- 15.1 Subject to Clauses 15.2 and 15.3 each Party shall:
  - a) use confidential information only for the purposes of this Agreement;
  - b) disclose confidential information to a third party only with a prior written consent of the other Party (except that each Party may disclose Confidential Information to its professional advisors or auditors to the extent necessary and as set out in Clauses 15.2 and 15.3); and
  - c) ensure that any third party (other than the professional advisors or auditors of either Party) to whom confidential information is disclosed executes a confidentiality undertaking in the terms of this Clause 15.1.
- 15.2 The provisions of Clause 15.1 shall not apply to any confidential information which:
  - a) is in or comes into the public domain other than by breach of Clause 15.1; or
  - b) is or has been independently generated by the recipient party or was in the possession of the recipient party prior to the date of the disclosure.
- 15.3 Each party may disclose confidential information pursuant to a statutory obligation, an order of a court of competent jurisdiction or the requirement of a competent regulatory body provided that it notifies the other Party as soon as the requirement to notify arises and shall use its reasonable endeavors to ensure that any such disclosure is made in a manner which ensures the confidentiality of the confidential information.

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Sign and stamp

Finance Officers  
Sanjay Gandhi Post Graduate  
Institute of Medical Sciences  
Lucknow - 226014

Prof. O. K. Mishra  
Nodal Officer, Telemedicine  
SGPGIMS, Lucknow

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**Lt Col Varun Bajpai VSM**  
Executive Registrar  
SGPGIMS, Lucknow

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**16. FORCE MAJEURE**

Any failure of either party to perform its obligation under this Agreement shall not be a breach of this Agreement if such failure results from Acts of God, governmental action that did not result from wrong doing of the party involved in such governmental action, or labor strikes or walkouts that could not reasonably be avoided by the party subject to such labor strike or walkout. Each party shall, with the cooperation of the other, exercise reasonable efforts to mitigate the extent of a delay or a failure resulting from a *force majeure* condition and the adverse consequences thereof.

**17. ARBITRATION**

On all aspects where the above articles of this MoU are silent or for special cases of deviation from these articles, the decision mutually agreed upon NIC and User will be final. However, in case of any dispute relating to or arising out of the MoU, such dispute shall be resolved amicably by mutual consultations. If such resolution is not possible, then the unresolved dispute or difference shall be referred to the arbitration of a sole arbitrator to be appointed by Secretary, Deptt. of Legal Affairs, Govt. of India. The Arbitration and Conciliation Ordinance, 1996 together with any modifications or re-enactment thereof and rules framed there under, as amended from time to time shall not be applicable to such arbitration proceedings under this clause.

**18. INDEMNITY**

PEA shall stand indemnified from all aspects of usage of the outcome creation of NKN including any eventual running of application covered under cyber law related crimes and for any antinational activities arising out of the usage of the Links. In case such activity occurs on the Link provided to the User, then the User shall be held responsible for the damages pertaining to the misuse of NKN Link.

**19. NON SUABILITY**

Neither of the co-signatories to this Agreement could be sued in any court of law in India or abroad by the other party, for the events if any party is not able to perform as per any of the stipulations of this Agreement, due to circumstances beyond their control.

**20. TERMINATION OF SERVICES / AGREEMENT**

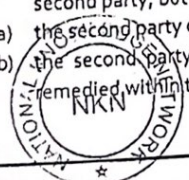
- 20.1 In case, the "User" terminates the last mile connectivity of the links provisioned by the PEA within the initial period of 2 years of provisioning the Link then, the PEA shall be liable to charge the service fee for 2 years assuming the link has been live for the period of 2 years, as a substantial amount is incurred in provisioning of last mile expenditure on Network.  
The provisioning of links to a new location shall be on the basis of examination of the feasibility of new location as mutually agreed on case to case basis.

*Example: In case of a 1Gbps link of >20 Kms is being terminated in the first 6 months, the fee payable by the User to the PEA shall be Rs. 30 lakhs (Balance 1.5 year X Rs. 20 lakhs per year for 1Gbps link)*

- 20.2 Either Party ("the first Party") may terminate this Agreement with immediate effect by giving written notice to the other ("the Second Party"), without any compensation or damages due to the second party, but without prejudice to any other rights or remedies which either Party may have, if:
  - a) the second party commits a breach of this Agreement which is not capable of remedy;
  - b) the second party commits a breach of this Agreement which is capable of remedy but is not remedied within three (3) months of receipt of written notice from the first Party or;

*Handwritten initials*

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Sign and stamp

Finance Officers  
Sanjay Gandhi Post Graduate  
Institute of Medical Sciences  
Lucknow - 226014

Dr. S. K. Mishra  
Professor, Radiodiagnosis  
SGPGIMS

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**Lt Col Varun Bajpai VSM**  
Executive Registrar  
SGPGIMS, Lucknow



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- c) if and for so long as PEA believes that the Services used by the User, or the Access Link or the Service, do not comply with any law or regulation or cause disruption or damage to NKN, or have an adverse effect on other services available to any other User or on NKN's business relationships with any other third parties, or if PEA believes that any of the above situations appear likely.
- 20.3 If and for so long as PEA believes that the Access Link (or the User's use of it) causes or appears likely to cause death or personal injury, or material damage to property; or
- 20.4 The second party's ability to survive as an independent entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the second party, any failure by the second party to pay any of its dues to its creditors, the institution of any winding up proceedings against the second party or the happening of any such events that are adverse to the commercial viability of the second party.
- 20.5 In the event that PEA exercises its right to suspend the service pursuant to this Agreement, it shall, whenever reasonably practicable, give reasonable prior written notice of such suspension to the User, for which the notice shall state the grounds of such suspension and its expected duration. Where any such suspension is made in accordance with this Clause 20.4, then NKN shall, where reasonably practicable use its reasonable endeavors to minimize the effect of and the duration of any such suspension.

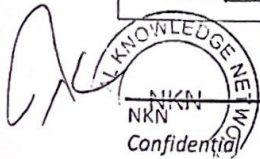
21. CONSEQUENCES OF TERMINATION

- 21.1 On expiry or termination of this Agreement:
  - a) the PEA shall immediately cease to provide the services and shall disconnect the Access Link or at User's option, shall permit PEA to disconnect the Access Link; and
  - b) both parties shall remove any references to the availability or provision of the services on NKN from any and all publicity materials in whatever form in their possession or control (including, without limitation, any such references on the Parties respective websites) within fourteen (14) days after the effective date of termination or expiry.
- 21.2 Where Agreement is terminated, PEA shall not be obliged to refund or waive any fees (or any proportion of them) which has been paid or has become payable by the User.
- 21.3 Where this Agreement is terminated, the PEA shall reserve all rights to withdraw / remove all equipment installed at the User's site by the PEA for the Implementation of the NKN project.

22. NOTICES

All notices, requests or consents provided for or permitted to be given under this Agreement shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two (2) days after mailing or on the date of delivery, if personally delivered:

<p><b>To NIC at:</b></p> <p>National Informatics Centre (NIC),          Department of Information Technology,          Ministry of Communication and Information          Technology, Block-A, CGO Complex, Lodi Road,          New Delhi - 110003          e-Mail: <a href="mailto:plu@nic.in">plu@nic.in</a></p>	<p><b>To User at:</b></p> <p>SGPGIMS          Lucknow (U.P.)</p>
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Sign and stamp

Finance Officers  
 Sanjay Gandhi Post Graduate  
 Institute of Medical Sciences  
 Lucknow - 226014

SGPGIMS  
 Lucknow (U.P.)

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**Lt Col Varun Bajpai VSM**  
 Executive Registrar  
 SGPGIMS, Lucknow

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Any Party may change the address to which notices are to be directed by it to the other party in the manner specified above.

A notice served on a representative/nodal officer is taken as notice to that representative's party.

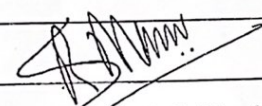
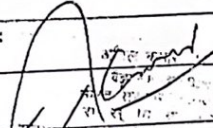
**23. RELATIONSHIP BETWEEN THE PARTIES**

The relationship between the parties is that of independent contractors, and at no time shall either party hold itself out as being the principal, agent or partner of the other.

**24. GENERAL**

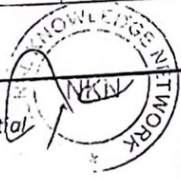
- 24.1 This Agreement constitutes the entire agreement between the parties relating to the subject-matter of the Agreement. The User acknowledges and agrees that it has not relied on any statement or representation made by PEA in agreeing to enter into this Agreement. Nothing in this Clause 24.1 shall operate to limit or exclude either Party's liability for fraud.
- 24.2 No variation to this Agreement shall be effective unless it is in writing and signed by authorized signatories for both Parties. An addendum for such changes shall be sent to the parties to this agreement.

In Witness Whereof, the parties have agreed this Services Agreement to be executed by their duly authorized representatives to be effective as on the \_\_\_\_\_, 20\_\_ at New Delhi.

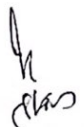
For and on behalf of:		
Details	National Informatics Centre (NIC), DIT, MOC&IT, Block-A, CGO Complex, Lodi Road, New Delhi-110003	User SGPGIMS LUCKNOW (U.P.)
Signature:		Finance Officers
Name:	R.S. Mani	Sanjay Gandhi Post Graduate Institute of Medical Sciences Lucknow - 226014
Designation:	Project Director NKN	Finance Officers
Date:		30/09/2014
Place:		Lucknow
In the Presence of:		
Signature:		Saraj K Mishra
Name:		SAROJ KANTA MISHRA
Designation:		NODAL OFFICER

Prof. S. K. Mishra  
Nodal Officer, Telemedicine  
SGPGIMS, Lucknow.

NKN  
Confidential



Sign and stamp



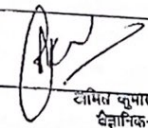
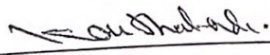
NIC  
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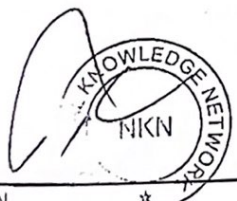
**Lt Col Varun Bajpai VSM**  
Executive Registrar  
SGPGIMS, Lucknow

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Date:		29-9-2014
Place:		Lucknow
Signature:		
Name:	दामिद कुमार / AMIT KUMAR वैज्ञानिक-बी / Scientist-B	ISAUSHALENDRA PD.
Designation:	सरकार / Govt. of India रा. सू. वि. केंद्र / N.T.C.	A.A.
Date:	संचार एवं सूचना प्रौद्योगिकी मंत्रालय / M/o.C & IT एलेक्ट्रॉनिक्स एवं सूचना-प्रौद्योगिकी विभाग / Dolly ए-ब्लॉक, सी.पी.ओ. कॉम्प्लेक्स लोधी रोड, नई दिल्ली-03	30/9/2014
Place:	A-Block CGO Complex, Lodhi Road, New Delhi-03	Lucknow



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Sign and stamp

NIC  
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Finance Officers  
Sanjay Gandhi Post Graduate  
Institute of Medical Sciences  
Lucknow - 226014



Prof. S. K. ...  
Nodal Officer, Telemedicine



**Lt Col Varun Bajpai VSM**  
Executive Registrar  
SGPGIMS, Lucknow

A.D (3)

**Exhibit A: USER'S MAINTENANCE RELATED RESPONSIBILITY**

1. Any fault duration (i.e. downtime) shall be calculated from the time that fault is reported.
2. The User shall ensure availability of staff that is capable of dealing with the NKN Project related equipment/router. The period in which Institute premises is found closed or no staff is available when maintenance staff visits the premises for testing or want to test the circuit from location, shall be excluded from fault duration.
3. The User shall provide all necessary assistance and access to its facilities for preventive and corrective maintenance to PEA's maintenance staff at all times.
4. In addition to the above following shall be excluded from fault duration:
  - a) Unavailability of circuit due to power failure at User's end.
  - b) Unavailability of circuit due to mishandling of equipment or any cables attached to such equipment at User's end.
  - c) Unavailability of circuit due to fault in User's Premise equipment / network.
  - d) Unavailability of circuit due to force majeure.
  - e) Unavailability of circuit due to Planned Service Outages or Routine Maintenance.
  - f) Interruptions during any period when the User chooses / elects not to release the service for testing or repair and continues to use the service on an impaired basis.
  - g) Interruptions during any period when the User has not released the service to NKN for maintenance or for the implementation of a User service request.
  - h) Interruptions caused by User negligence including provision of inaccurate information.

**Procedure of Fault Booking**

- a) User shall book the fault on assigned number of NKN Project related Helpdesk i.e. "011-~~24360084~~<sup>22180335, 22180342, 1800111555</sup>".
  - i. The problem related to any service outage can be reported to NKN Project related Helpdesk callout facility on all week days at any time during twenty-four (24) hours a day, seven (7) days a week. Any service outage occurred during the time mentioned above shall be reported to NKN Project's PoP on the same working day.
  - ii. The services of the engineer would be available between 9:00 am to 9:00 pm on all working days of PEA and between 9:00 am to 5:00 pm on PEA's Holidays (including Saturdays & Sundays). Additionally, services shall be provided outside these hours on call basis in case of emergency only. For, all other services it shall be attended on the next day after 9:00 am.
- b) Where the User is unable to find PEA's representative on the number assigned above, the fault can be booked on "011-~~24360088~~<sup>22180335</sup>", which shall work as alternate number in such emergency. Status/fault report generated by PEA (to the extent provided by the system) shall be taken, as reference if situations where there is ambiguity about the timing and nature of fault.

Escalation matrix for the faults would be as follows:

- i. Level 1: Call centre nos. as provided above
- ii. Level 2: User's Nodal Officer in each PoP
- iii. Level 3: Head / In charge of PoP in each State
- iv. Level 4: National Head Office, National Knowledge Network

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Nodal Officer, Lucknow  
SGPGIMS, Lucknow

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**Lt Col Varun Bajpai VSM**  
Executive Registrar  
SGPGIMS, Lucknow

Exhibit B: CHANGE CONTROL

1. Before the Change Control Notice is finalized and signed by a nodal officer on behalf of the PEA, both Parties shall discuss in good faith the proposed changes.
2. On receipt of the Change Control Notice, PEA shall consider the change. PEA may request further information and/or clarification from the User. Once this information has been provided, PEA shall, within Twenty-One (21) Days or other agreed time, complete the Change Control Notice and provide the following information:
  - a) authority to proceed with this change or not; and
  - b) any other comments (including details of consequential amendments required to this Agreement).
3. A Change Control Notice signed by both Parties shall constitute an amendment to this Agreement.

CHANGE CONTROL NOTICE

Ref No:

Title of Change:

Date:

Details of Change:

Reasons of Change:

Description and Extent of Change:

Impact of Change:

Originator Authority:

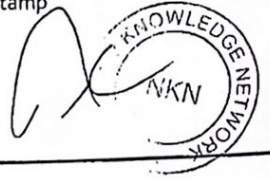
Signature & Stamp

Comments by NKN Official:

Price:

NKN Authority:

Signature & Stamp



Sign and stamp

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**Lt Col Varun Bajpai VSM**  
Executive Registrar  
SGPGIMS, Lucknow

Handwritten notes and signatures at the bottom center of the page.