

12/11/2017

**MARKETING COLLABORATION AGREEMENT
(Marketing Android App Development Training)**

This Collaboration Agreement (the "Agreement") is entered into by and between Google Asia Pacific Pte.Ltd, 8 Marina View, Asia Square Tower - 1, #30-01 Singapore-018960 ("Google") and the partner identified in the "Partner Details" section below ("Partner").

PARTNER DETAILS		
PARTNER: Assam Don Bosco University having its registered office at Azara, Guwahati, Assam, INDIA.		
	Commercial contact	legal notices
name:	Fr Joseph Nellanatt	Fr Joseph Nellanatt
title:	Fr Joseph Nellanatt	Fr Joseph Nellanatt
address, city, area, postal code, country:	Airport Road, Guwahati, Azara, Assam 781017, India	Airport Road, Guwahati, Azara, Assam 781017, India
phone:	+91- 94355 5752	+91- 94355 5752
email:	nellanatt@gmail.com	nellanatt@gmail.com

KEY DATES	
Effective Date: the date that this Agreement is signed by Google.	Expiry Date: 12 months post effective date, unless terminated in accordance with clause 9.2 below.

PROJECT DETAILS	
	<p>The Agreement between the Partner and Google is for offering the Android Application Development Fundamentals course (hereinafter referred to as "Course"). This course teaches the fundamental skills needed to build Android apps, with the intention that students will be prepared to get entry level jobs as Android developers</p> <p>Both Parties hereby agree to perform their respective obligations as set out in Annexure 'A' to this Agreement.</p>

AGREED TERMS

1. **Definitions**

1.1 In this Agreement, the following definitions apply:

"**Brand Features**" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as owned (or

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licensed) by such party from time to time. Partner will comply with Google Affiliates/ Group Company's branding guidelines as updated from time to time, which can be found at: <http://www.google.com/permissions/guidelines.html>. Google shall at all times comply with Partner's branding guidelines as provided by Partner to Google in writing at the time of executing this Agreement. Google may sub-license the rights granted to it in this clause to its affiliates, partners, vendors, agents and subcontractors for the purposes of the agreement only.

"Confidential Information" means information disclosed by (or on behalf of) one party to the other party under (or in connection with) this Agreement that is marked as confidential or would normally under the circumstances be considered confidential information of the disclosing party, but in any event, Confidential Information does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient or that was lawfully given to the recipient by a third party.

"Group Company" means in relation to each of the parties:

- (a) any parent company of that party; and
- (b) any corporate body of which that party directly or indirectly has control or which is directly or indirectly controlled by the same person or group of persons as that party.

"Materials" means any advertising, promotional, marketing and/or other materials provided and/or made available by each party pursuant to this Agreement (and each party's Materials will be referred to as the **"Google Materials"** and the **"Partner Materials"** respectively).

"Android" is an open source software stack for a wide range of mobile devices and a corresponding open source project led by Google Affiliates/ Group Company (<http://source.android.com/>).

"Android Application Development Fundamentals course" means a reference course developed by Google Affiliates/ Group Company used for teaching Computer Science students how to develop Android applications. This course is made available as an Open Education Resource under Creative Commons license.

1.2 The words **"include"** and **"including"** will not limit the generality of any words preceding them.

2. Intellectual Property Rights

2.1 Each party grants to the other a royalty-free, non-exclusive and non-sublicensable licence during the term of this Agreement to use the other party's Brand Features and Materials in the form supplied by the other party, solely for the purposes of and to the extent necessary to fulfil its obligations under this Agreement in accordance with its terms, and, in the case of Google's Brand Features, subject to compliance with the then-current branding guidelines as notified by Google to Partner from time to time and subject to prior written approval from Google (including by email) on each occasion.

2.2 Each party retains all rights to its Brand Features and Materials. Except as expressly set out in this Agreement, neither party acquires any right to the Brand Features, Materials



or any other intellectual property rights of the other party. All goodwill arising from the use by the licensed party of the licensing party's Brand Features and Materials shall belong to the licensing party.

- 2.3 Either party may revoke the licence which it grants under clause 2.1 above at any time on reasonable written notice.

3. **Marketing Collaboration**

- 3.1 Each party will carry out its obligations as described in the Project Details on the first page of this Agreement.

- 3.2 Partner shall not make any public disclosure of this agreement or its collaboration with Google hereunder without the prior written approval of Google. Notwithstanding the foregoing; Google may in its discretion make a public announcement about its collaboration with the Partner hereunder upon notice to the Partner. Partner may only refer to this collaboration in public announcements or issue a press release where Google has approved such public announcement or press release beforehand.

- 3.3 **No Fees.** Neither party has an obligation to pay any fees to the other under this Agreement.

4. **Representations and Warranties**

- 4.1 Each party represents and warrants that it has full power and authority to enter into this Agreement.

- 4.2 Each party warrants to the other that it will use reasonable care and skill in complying with its obligations under this Agreement.

- 4.3 **Marketing Warranties.** Each party warrants to the other that:

- (a) it has obtained all necessary consents and permissions from users (including in relation to the receipt of electronic marketing communications) in order to perform its obligations under this Agreement in accordance with its terms; and
- (b) the content of its Materials: (i) complies with all applicable laws and regulations (including those relating to direct marketing and data protection); (ii) is not defamatory of any person; and (iii) does not infringe the intellectual property rights of any third party.

- 4.4 Subject to clause 6.1(b), no implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description).

5. **Indemnities**

- 5.1 Subject to clause 5.3, Google shall indemnify Partner against third party claims arising from or related to Partner's authorised use of the Google Materials or the Google Brand Features.

- 5.2 Subject to clause 5.3, Partner shall indemnify Google against third party claims arising from or related to Google's authorised use of the Partner Materials or the Partner Brand Features.

- 5.3 The party seeking indemnification under this clause 5 must:

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- (a) notify the other party of the third party claim promptly after becoming aware of it;
- (b) provide the other party with reasonable information, assistance and cooperation in responding to and, where applicable, defending such third party claim; and
- (c) give the other party full control and sole authority over the defence and settlement of such third party claim. The indemnified party may join in the defence with its own counsel at its own expense.

6. Limitations of Liability

6.1 Nothing in this Agreement shall exclude or limit either party's liability:

- (a) for death or personal injury resulting from the negligence of either party or their servants, agents or employees;
- (b) for fraud or fraudulent misrepresentation; or
- (c) breach of warranty or confidentiality.

6.2 Notwithstanding anything stated to the contrary herein, neither party shall be liable under or in connection with this Agreement (whether in contract, tort or otherwise) for any:

- (a) loss of profit;
- (b) loss of anticipated savings;
- (c) loss of business opportunity;
- (d) loss of or corruption of data;
- (e) loss or damage resulting from third party claims; or
- (f) indirect or consequential losses;

suffered or incurred by the other party (whether or not such losses were within the contemplation of the parties at the date of this Agreement).

6.3 Subject to clause 6.1, each party's total liability under or in connection with this Agreement (whether in contract, tort or otherwise) is limited to USD \$1,000 or the local currency equivalent.

7. Confidentiality and Publicity

7.1 Confidentiality. The recipient of any Confidential Information will not disclose that Confidential Information except to affiliates, employees, agents and professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use such Confidential Information only to exercise rights and fulfil obligations under this Agreement, while using reasonable care to protect it. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, if permitted by law.

7.2 Publicity. Except as set forth in clause 3, neither party may make any public statement regarding the relationship contemplated by this Agreement without the other's prior written approval.

8 DATA SHARING

8.1 Both, Partner and Google agree to comply with (a) any relevant and applicable data protection legislation or regulations; and (b) each party's privacy policy as in force from



time to time. Both parties shall ensure that they comply with all data protection law regarding data derived from the Project at all times.

- 8.2 As between the parties, all data collected by Partner shall be owned by Partner. However Partner agrees to share with Google its collected data and to allow marketing of Google products/services (with customer consent) in the format defined by Google. Partner shall be responsible for ensuring that all necessary consents and permissions are obtained before hand in accordance with applicable data protection laws and regulations.
- 8.3 As between the parties, all data collected by Google shall be owned by Google. However Google agrees to share with Partner the anonymized aggregate ongoing performance data (e.g. page views of the created websites).

9. **Term and Termination**

9.1 **Term.** This Agreement will begin on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, shall continue until the Expiry Date specified on the first page of this Agreement. If no Expiry Date is specified, this Agreement shall continue until it is terminated in accordance with its terms.

9.2 **Termination.**

- (a) Either party may terminate this Agreement immediately upon written notice to the other party if the other party is in material breach of this Agreement and has failed to cure such breach within 30 days after receiving written notice from the first party identifying the breach.
- (b) Either party may terminate this Agreement immediately upon written notice to the other party if the other party is unable to meet its obligations under this Agreement for more than 30 days due to Force Majeure.
- (c) Either party may terminate this Agreement for convenience by giving at least 30 days' written notice to the other.

10. **General**

10.1 **Notices.** All notices of termination or breach must be in writing and addressed to the other party's Legal Department. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable). All other notices must be in writing and addressed to the other party's primary contact.

10.2 **Assignment.** Neither party may assign any part of this Agreement without the written consent of the other, except to a Group Company where: (a) the assignee has agreed in writing to be bound by the terms of this Agreement; (b) the assigning party remains liable for obligations under the Agreement if the assignee defaults on them; and (c) the assigning party has notified the other party of the assignment. Any other attempt to assign is void.

10.3 **Subcontracting.** Either party may subcontract any of its obligations under this Agreement. Each party will remain liable for all subcontracted obligations and all acts or



omissions of its subcontractors.

- 10.4 Change of Control. Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) the party experiencing the change of control will give written notice to the other party within 30 days after the change of control, and (b) the other party may immediately terminate this agreement any time between the change of control and 30 days after it receives the written notice of this.
- 10.5 Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control ("**Force Majeure**").
- 10.6 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this agreement.
- 10.7 Severability. If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.
- 10.8 No Agency. This agreement does not create any agency, partnership or joint venture between the parties.
- 10.9 Compliance with Anti-Bribery Laws. In performance of Partner's obligations under this Agreement, Partner will comply with all applicable commercial and public anti-bribery laws, including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010 ("**Anti-Bribery Laws**"), which prohibit corrupt offers of anything of value, either directly or indirectly to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. "Government officials" include any government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organizations, and political parties. Google may terminate this Agreement immediately upon written notice to Partner if Google believes, in good faith, that Partner has violated or caused Google to violate any Anti-Bribery Laws, or that such a violation is reasonably likely to occur.
- 10.10 No Third Party Beneficiaries. This agreement does not confer any benefits on any third party unless it expressly states that it does.
- 10.11 Governing Law. This Agreement is governed by the laws of India, excluding India's choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN Delhi.
- 10.12 Amendments. Any amendment must be in writing, properly executed by authorized representatives of the parties (including by acceptance of a click-to-accept amendment sent by Google to Partner) and expressly state that it is amending this Agreement.
- 10.13 Entire Agreement. Subject to clause 6.1(b), this Agreement sets out all terms agreed between the parties and supersedes all previous agreements between the parties relating to its subject matter. Save as expressly set out in this Agreement, no statement,

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representation, or warranty shall be taken to have been made or implied in the course of any negotiations between the parties prior to this Agreement. Neither party will have any right or remedy in respect of any statement, representation or warranty (whether made negligently or innocently) not expressly set out in this Agreement.

Signed by authorised representatives of the parties on the dates written below.

GOOGLE ASIA PACIFIC PTE LTD

Assam Don Bosco University:

By: _____

By:  _____

Print Name: _____

Print Name: Fr Joseph Nellanatt

Title: _____

Title: Pro Vice-Chancellor

Date: _____

Date: September 11, 2017



ANNEXURE A

Mutual Obligations of Google and Partner

Google's Obligations

- Google through its Affiliates/ Group Company will share curriculum for the Course along with expected learning outcomes, guidelines for lab exercises (including developer tools) and student and facilitator course content.

Partner's Obligations

- Partner will offer the Course on an ongoing basis at regular intervals and as agreed from time to time by the Partner and Google.
- The first iteration of the adopted curriculum will be implemented in the Course commencing 12 July, 2017. It is understood Partner will offer the course only if and when there is a faculty available to teach the course.
- Partner may from time to time provide input(s) on the course design and learning outcome experiences.
- Partner will periodically share with Google the number of students who register for and complete the Course.
- Partner will not make any public disclosure of this agreement without informing and seeking prior approval from Google of the same, such approval not be unreasonably withheld.
- Partner shall be solely responsible for any marketing and promotion of the Course towards prospective and current students at its own cost. However, at no point will Partner assert any right on the Course, including without limitation, any original course materials or training relating thereto which it acknowledges and agrees is owned by and proprietary to Google. Partner shall retain rights to its original course materials and commits to any derivative course(s) to be made available as an Open Education Resource(s) which is freely available to all.

