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INDIA NON JUDICIAL

Government of Karnataka

Rs. 200

e-Stamp

Certificate No.	:	IN-KA29051515813653Q
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Purchased by	:	AMAZON DEVELOPMENT CENTER INDIA PVT LTD
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	AMAZON DEVELOPMENT CENTER INDIA PVT LTD
Second Party	:	BHAVANS VIVEKANANDA COLLEGE OF SCIENCE HUMANITIES
Stamp Duty Paid By	:	AMAZON DEVELOPMENT CENTER INDIA PVT LTD
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

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University Placement and Premises Utility Agreement

This University Placement and Premises Utility Agreement (the "Agreement") is effective as of 6th August, 2018 ("Effective Date") and entered into between Amazon Development Center (India) Private Limited, a private limited company having its registered office at Bangalore ("Amazon") and Bhavan's Vivekananda College of Science, Humanities and Commerce registered under the Registrar of Public Trust Act 1950, having its principal office at Bhavan's Vivekananda College of Science, Humanities and Commerce, Sainikpuri, Secunderabad – 500 094 (the "Institution").

Statutory Alert:

- The authenticity of this Stamp Certificate should be verified at www.sticilinstamp.com. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.

Whereas Amazon and the Institution have agreed to enter into an arrangement of mutual benefit involving Amazon providing placement offers, training and employment to the students of the Institution and engaging with the students during the term of their course on a preferential basis, and in return the Institution providing Amazon with license to utilise identified premises and facilities within its campus to carry out the above activities among others; and in order to capture their mutual understanding in relation to the said arrangement, this Agreement is executed.

1. Preferential Treatment and Employment:

- i. Amazon agrees to conduct interviews of students pursuing their course with the Institution, in preference to students of other institutions (except students of other universities, colleges or educational institutions with whom similar arrangement/agreement is entered into), for the purpose of identifying a talent pool to provide placement offers, training and employment with Amazon or any of its affiliates, subject to the interviewed students achieving the minimum requirements of evaluation set-forth for the purpose of the interviews.
- ii. Subject to the interviewed students achieving the minimum requirements of evaluation set-forth for the purpose of the interviews, Amazon will provide such students with placement offers, training and employment with Amazon or any of its affiliates.
- iii. Amazon will provide a fixed-term part-time employment to such students to enable them to discharge their employment obligations towards Amazon post completion of their course work and /or during the vacations scheduled by the Institution.
- iv. Amazon will continue the employment of such students only so long as they conform to Amazon's standards and expectations of quality of work. Where Amazon terminates any of the student/s for a reasonable cause, the Institution shall not be entitled to terminate this Agreement.
- v. Amazon reserves the right, but shall not be obligated, to re-employ the students above mentioned post the conclusion of their course with the Institution.

2. Grant of License and Utilisation of Licensed Premises:

- i. During the subsistence of this Agreement, the Institution grants Amazon, for the term of this Agreement, an unrestricted license to use and occupy the premises (the "Licensed Premises") and the amenities / facilities (the "Amenities") identified in Schedule 1 hereto on an exclusive basis, without any let or hindrance, and without causing any manner of disturbance, fetters or embargo for Amazon to utilise the Licensed Premises for the purposes detailed herein.

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- ii. Amazon agrees to utilise the Licensed Premises for the purposes outlined in Schedule 2 hereto, and all allied activities relatable to its business, unless otherwise agreed in writing with the Institution.
- iii. The Institution agrees that Amazon will be entitled to utilise the Licensed Premises for a period of 5 (five) hours between 3 p.m. to 8 p.m. of all week days (Monday to Friday), or during such timings as Amazon may intimate, and the Institution shall facilitate such utilisation of the Licensed Premises by Amazon. For this purpose, Amazon will ensure proper taking over and handing over of the licensed premises every day from /to the institution. The Institution agrees that since Amazon will be utilizing the Licensed Premises for the duration specified hereinabove only, Amazon will not be responsible or liable in respect of the Licensed Premises or any activity therein, or deemed to be in control or supervision thereof, in any manner whatsoever, for any period other than the aforementioned period of use.
- iv. The Institution agrees that with prior written permission of the Institution, and upon mutually agreeable terms, Amazon shall be entitled to incorporate, or require the Institution to incorporate, such alterations or modifications to the Licensed Premises, except that which has the effect of affecting the structural integrity of the Licensed Premises or the building housing the Licensed Premises, and to carry out such interior fit-out works as are necessary or deemed necessary by Amazon. To that end, the Institution agrees that Amazon will be entitled to fit-out the interior and exterior spaces of the Licensed Premises in the manner deemed fit by Amazon and the Institution, and install such furniture, signage, electrical and electronic components as deemed necessary by Amazon. Amazon may use the services of any third parties for the said fitting-out purposes.
- v. Where Amazon requires the Institution to provision any additional facilities, either to cater to its infrastructural requirements or to cater to Amazon's compliance with laws applicable to the nature of operations carried out by Amazon from the Licensed Premises, the Institution shall provision such additional facilities or permit Amazon to undertake necessary works to provision such additional facilities as approved by the Institution, whether or not involving construction of building or civil construction or masonry works, but subject to procuring necessary permissions from the authorities concerned, if any.
- vi. The Institution agrees that, to the extent possible, it will provide all necessary assistance, including making necessary applications for grant of any permissions required from statutory authorities and issuing consent letters and the like, as required by Amazon (including those required under any applicable law), to enable Amazon to carry out the purposes detailed in Schedule 2 herein.

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3. Consideration:

The parties agree that Amazon's provisioning the opportunity of interviews and preferential training and employment opportunities to its students constitutes sufficient consideration for granting the license hereunder and that Amazon would not be required to pay any other manner of consideration to the Institution.

4. Term:

This Agreement shall be valid for a duration of 1 (one) year. Upon expiry of the said duration, the validity and operation of this Agreement shall stand renewed in mutual consent of both the parties for further durations of 1 (one) year each.

5. Representations:

i. Amazon's covenants, representations and warranties:

- a. It is duly authorised to enter into this Agreement and will be bound to comply with the terms and conditions hereof;
- b. It shall take necessary permissions from the authorities concerned to operate its business and to carry on all activities outlined in this Agreement, from the Licensed Premises;
- c. It shall comply with all laws applicable to it for the operation of its business and to carry on all activities outlined in this Agreement, from the Licensed Premises;
- d. It shall ensure that its employees shall confine themselves to the use of the Licensed Premises and shall not use other areas within the campus of the Institution; and
- e. It shall not utilise the Licensed Premises for any purpose other than for which the license is granted herein.

ii. Institution's covenants, representations and warranties:

- a. It is duly authorised to enter into this Agreement and will be bound to comply with the terms and conditions hereof;
- b. It shall take necessary permissions from the authorities concerned to permit Amazon's operations from the Licensed Premises;
- c. It shall be solely responsible and liable for the Licensed Premises and its supervision and control, except during such period and for such duration that it is occupied by Amazon pursuant to this Agreement;
- d. It shall ensure unhindered access and utilisation of the Licensed Premises to Amazon, its affiliates, its employees and visitors;
- e. It shall not demand payment of any additional consideration under this Agreement;
- f. It shall not insist on any minimum number of students being employed further to this Agreement or otherwise;
- g. It shall provide separate access to the Licensed Premises in the event that the Licensed Premises is inaccessible from the regular access routes / corridors for any reason whatsoever;

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- h. It shall ensure continued availability and supply of the Amenities to the Licensed Premises;
- i. It shall keep the terms and conditions of this Agreement confidential; and
- j. It shall provide such assistance and issue such consents as are required by Amazon to fully and effectively give effect to this Agreement and operate its business from the Licensed Premises.

6. Termination:

This Agreement may be terminated in the following manner:



- i. During the term of this Agreement, Amazon reserves the right to terminate this Agreement by giving the Institution a 1 (One) month advance written notice.
- ii. During the term of this Agreement, the Institution reserves the right to terminate this Agreement by giving Amazon a 1 (One) month advance written notice.
- iii. During the term of this Agreement, either party may terminate this Agreement due to breach of the terms contained herein, and such breach not having been remedied by the party in breach within a period of 30 (Thirty) days from the date of receipt of notice of breach from the party suffering breach. Where the nature of breach by the Institution is such that it impacts the continued usage of the Licensed Premises or that affects continued business of Amazon from the Licensed Premises, the Institution shall forthwith remedy the breach.
- iv. Where the nature of breach is such that it cannot be remedied, the Agreement may be terminated forthwith.

7. Miscellaneous:

- i. Force Majeure: Neither Party shall be liable to the other for delays or failures in performance resulting from causes attributable to the nature and or governmental action, and beyond the reasonable control.
- ii. Representation: The Parties acknowledge and agree that they have not entered into this Agreement in reliance on any representation statement or warranty (whether written or oral and whether express or implied) made by or on behalf of the other Party, other than such as are expressly set out herein.
- iii. Entire Agreement: This Agreement and the Schedules hereto constitute the entire agreement between the parties and supersedes in their entirety all other written or oral agreements between the parties.
- iv. Relationship between Parties: The parties to this Agreement are independent contractors and nothing in this Agreement shall make them joint ventures, partners, employees, agents or other representatives of the other party hereto and neither party shall make any representation that suggests otherwise.
- v. Severability: If any provision of this Agreement is determined to be unenforceable for any reason, then the remaining provisions hereof shall remain unaffected and continue to operate in full force and effect.



- vi. Modification: Any modification, amendment, supplement or other change to this Agreement shall be made in writing with the mutual consent of parties.
- vii. Rights and Remedies - Waiver: If either Party fails to perform its obligations under any provisions of this Agreement or the other Party does not enforce such provision, failure to enforce shall not be construed as a waiver and failure to enforce on one occasion shall not prevent enforcement on later occasions.
- viii. Survival of Provisions: Notwithstanding any other provision to the contrary herein, terms, which by their nature survive termination or expiration of this Agreement shall bind the parties following any expiration or termination of this Agreement.
- ix. Jurisdiction: All disputes, claims and actions arising out of this Agreement or its validity will be referred to Arbitration for adjudication and shall be finally decided in accordance with the Arbitration and Conciliation Act, 1996. The venue for arbitration proceedings shall be Bangalore, India. The Arbitral Tribunal shall be presided over by a Sole Arbitrator and the Company shall have the sole right and authority to appoint the Sole Arbitrator. Courts at Bangalore alone, to the exclusion of any other court anywhere else, shall have jurisdiction to entertain any dispute between the parties.
- x. Notices: Any notice, direction or instruction given under this Agreement shall be in writing and delivered by registered post to:

In case of Amazon	In case of the Institution
Attn. : Nilay Bhowmik Address: Amazon Development Center India Pvt Ltd. World Trade Center 26/1, Brigade Gateway Dr. Rajkumar Road, Malleshwaram (West) Bangalore, Karnataka, India – 500 055 Email: bhowmikn@amazon.com	Attn. : Prof. Y. Ashok Address: Bhavan's Vivekananda College of Science, Humanities and Commerce, Sainikpuri, Secunderabad – 500 094 Email: principal@bhavansvc.org
IN WITNESS WHEREOF THE parties have set their hands to this Agreement on the date/s mentioned below	
On behalf of Amazon	On behalf of the Institution
Signature : 	Signature : 
Name : Nilay Bhowmik	Name : Prof. Y. Ashok
Title : Sr. Manager HR	Title : Principal
Date: 27-08-2018	Date: 27-8-2018

Schedule 1

[Licensed Premises and Amenities]

1. Bharatiya Vidya Bhavan's Vivekananda College of Science, Humanities and Commerce having its principal office at Bharatiya Vidya Bhavan's Vivekananda College of Science, Humanities and Commerce, Sainikpuri, Secunderabad – 500 094
2. Access path to the Licensed Premises: Parking Gate
3. Amenities:

Seating Space	<ul style="list-style-type: none">• The Institution's existing two Computer Labs with a seating capacity of 90 persons in total;• Desk for each student's laptop and additional space for mouse pad and arm rest, as well as charging station;• Basic office desk chair for each student.
IT requirement	<ul style="list-style-type: none">• Adequate number of Power Ports, LAN Connectivity, IT SPOC from the Institution to be available during the work hours.
Power Backup	<ul style="list-style-type: none">• Dedicated UPS and DG backup for 90 computer systems with capacity to cater to 5 working hours.• Emergency lighting to be available in the Licensed Premises, including the common areas surrounding the Licensed Premises.• Periodic maintenance and documented records to be maintained for the UPS and DG backup system.
Electrical Technician	Technician on call to support/rectify problems
Security	<ul style="list-style-type: none">• Emergency exit plan to be put up in conspicuous placed within the Licensed Premises and the access paths leading to the Licensed Premises, along with properly visible safety signs.• Provision of Security Guard during the work hours to ensure the access to the identified premises is restricted only to the authorized employees selected by Amazon

Handwritten signature and date: 27/4

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Fire Safety	<ul style="list-style-type: none">• Fire detection system to be available in the Computer Lab.• Fire extinguishers and fire alarms should be placed at places designated by Amazon.
Amenities	<ul style="list-style-type: none">• Access to 2 washrooms (1 Gents and 1 Ladies) on the same floor as the computer Lab.• Provisioning drinking water dispenser with adequate potable water supply accessible within 5 minutes from the Licensed Premises.• Provisioning refreshment facility in an area accessible within 5 minutes from the Licensed Premises.

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Schedule 2

[Purpose/s of usage of the Licensed Premises]

Customer services operations using online medium, training students in customer services operations and selection of students for said purpose.