

300/-

**Agreement**

This Agreement made and entered into at Ahmedabad this 19<sup>th</sup> day of November, 2016 between

Central Depository Services (India) Limited, a company incorporated under the Companies Act, 1956, having its registered office at 17<sup>th</sup> Floor, Phiroze Jeejeebhoy Towers, Dalal Street, Mumbai - 400 001, hereinafter referred to as "**C-NAD**" (which expression shall unless it be repugnant to the context or contrary to the meaning thereof be deemed to mean and include its successors in business and assigns) of the One Part;

**AND**

**Gujarat University**, a University/a Board of Education/an Academic Institution/an entity who is an Authorized User established under the State Act having its registered office at Navrangpura, Ahmedabad - 380009 hereinafter referred to as "**Institution**" (which expression shall unless repugnant to the context or contrary to the meaning thereof, be deemed to mean and include its successors and assigns) of the **Other Part**:

**WHEREAS** Central Depository Services (India) Limited has under its project "CDSL's National Academic Depository (C-NAD)" offered to provide a system of creating in electronic form and making available for verification the award details of students who have acquired educational qualification on passing the examinations conducted by the Institution and services related thereto.

**AND WHEREAS** for the purpose of this agreement Central Depository Services (India) Limited (CDSL) shall mean CDSL or its wholly owned subsidiaries or assigns.



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**AND WHEREAS** Institution is desirous of availing the services offered by C-NAD.

**AND WHEREAS** for the purpose of this agreement award details would mean information/data relating to educational qualification acquired by students from the Institution.

**AND WHEREAS** for the purpose of this agreement Authorized User would mean a service provider/an educational institution or University whether Indian or Foreign which is desirous of verifying the awards of the students/an employer or a student who may be required to verify the award details from the system and service providers would mean Authorized Depository Agent(ADA) of C-NAD whose services C-NAD may enlist for carrying on some of the obligations statutorily cast on it as a National Academic Depository.

**NOW THEREFORE** IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

**1. Representations And Warranties:**

Each of the Parties hereby represent and warrant as follows:

- a. It is duly incorporated, and validly exists under the laws of India and has all necessary corporate power, authority and capacity to carry out its business and to enter into this Agreement.
- b. That this Agreement constitutes a valid and binding obligation, enforceable against it in accordance with the terms hereof, and the execution, delivery and performance of this Agreement and all instruments or agreements required hereunder do not contravene, violate or constitute a default of or require any consent or notice under any provision of any agreement or other instrument to which it is party or by which it is or may be bound.



## 2. Obligations of Institution:

The Institution shall;

- a. Enter/Create/Upload/Update the details of the awards of the students.
- b. Permit access only to authorized persons for creating/modifying/updating the award details in the system provided by C-NAD.
- c. Ensure that the Digital Signature Certificate(DSC) of its employees authorized to enter and verify award details of the students is active at all times and take necessary action to ensure its continuity so that NAD related work is not hampered.
- d. If/When acting as an ADA ensure that no award details of the students are disclosed to any third party/unauthorised entity without obtaining the approval of C-NAD except when such details are required to be submitted to any Statutory/Regulatory authority upon written instruction received from such authority.
- e. Verify the student award details and indemnify against any errors of omission or commission.
- f. Confirm within a reasonable time frame details pertaining to awards entered in the system.
- g. Provide duplicate certificate(s) within a reasonable time after receiving the request(s) from the student/s.
- h. Provide list of courses conducted by it as and when launched or withdrawn/accredited or non - accredited.
- i. Payment of fees/charges will be as per Schedule-A of this agreement. Institution shall remit the amount payable within 30 days of the date of bill. If the Institution fails to make the payment within 30 days, Institution shall be liable to pay the interest at 12% p.a.
- j. Provide all services as directed by C-NAD.



### **3. Obligations of C-NAD:**

C-NAD shall;

- a. Provide a system to allow Institution to create award details of students.
- b. Provide online access to Institution for entering and verification of academic certificates of prospective candidates.
- c. Provide, through ADA, authenticated copy/copies of the academic qualification (digitally signed) on request from an authorized person.
- d. Make available for verification data relating to award to Authorized Users.
- e. Provide Reports/Statistics or authenticated copy/ies of any specific academic qualification pertaining to any student/s in the national database when so requested in writing by any Statutory/Regulatory authority.
- f. Ensure the authenticity, integrity and confidentiality of the data and block access to any unauthorized users.
- g. Deny the access to the Institution on breach of terms and conditions of this agreement.
- h. Not use the data for any other purpose than as defined under this agreement.

### **4. Obligations of Verifier:**

Verifier shall;

- i. Checking of award details.
- ii. Provide all services as directed by C-NAD.
- iii. Make payment of fees as may be decided by C-NAD.
- iv. Ensure that no data is divulged/provided to any third party without obtaining prior approval of C-NAD.
- v. Carry out due diligence for all verification requests.

### **5. Obligations of Service Provider:**

Service Provider shall;

- i. Carry out due diligence of a student or prospective employer or any other entity as may be notified by C-NAD from time to time before providing service.
- ii. Provide all services as directed by C-NAD.
- iii. Verify award details of the students and indemnify C-NAD against any third party claims due to errors/omissions/fraud/misuse or unlawful sharing of information on its part.
- iv. Make payment of fees as may be decided by C-NAD.
- v. Provide duplicate certificate requests within a reasonable time after receiving the requests.
- vi. Provide authenticated copies of all degrees/awards to third party individuals/entities after verifying the authenticity of the request by carrying out due diligence.
- vii. Ensure that no data is divulged/provided to any third party without obtaining prior approval of C-NAD.
- viii. Carry out due diligence for all verification requests.

**6. Indemnity:**

- a. C-NAD shall indemnify the Institution for any loss caused to or any claims made against the Institution due to non-fulfillment of its obligations under the agreement by C-NAD. However, notwithstanding anything contained in this agreement the liability of C-NAD shall be limited to the payment received by it for the services rendered under this agreement for the records/award details in respect of which indemnity is sought to be revoked.
- b. Institution shall indemnify C-NAD for any loss caused to or any claim lodged against C-NAD, due to non-fulfillment of its obligations under the agreement by the Institution.

**7. Termination:**

Each party can terminate this agreement after giving a prior notice of 30 days to the other party.

**8. Service of Notice:**

- i. Any notice or communication required to be given under this Agreement shall not be binding unless the same is in writing and shall have been served by delivering the same at the address set out hereinabove or such other address as may be notified by sending the same by post/hand delivery at the aforesaid address or transmitting the same by facsimile transmission, electronic mail at number or address that shall have been previously specified by the party to be notified.
- ii. Notice given by hand delivery shall be deemed to be delivered at the time of delivery.
- iii. Notice sent by post in accordance with this clause shall be deemed to be given at the commencement of business of the recipient of the notice on the fifth working day next following its posting.
- iv. Notice sent by facsimile transmission or electronic mail shall be deemed to be given at the time of its actual transmission.



**9. Force Majeure:**

Notwithstanding anything contained herein, neither party hereto shall be liable to indemnify or compensate the other for any breach, non-performance or delay in performance of any obligations under this agreement or for any harm, loss, damage or injury caused to the other due to causes reasonably beyond its control including but not limited to tide, storm, cyclone, flood, lightning, earthquake, fire, blast, explosion or any other act of God, war, rebellion, revolution, insurrection, embargo or sanction, blockade, riot, civil commotion, interruption or failure of any utility service, enemy action, criminal conspiracy, act of terrorism or vandalism, sabotage, unanticipated technological or natural interference or intrusion, loss or damage to satellites, unanticipated breakdown of the



system, loss of satellite linkage or any other data communications linkage, loss of connectivity or any other irresistible force or compulsion.

**10. Arbitration and Conciliation:**

The parties hereto shall, in respect of any disputes and differences that may arise between them in respect of any matter stated in this Agreement, or in connection or arising out of this Agreement or with regard to interpretation thereof shall refer the same to arbitration by a sole arbitrator. In the event of disagreement between the parties on appointment of a sole arbitrator, each of the parties hereto shall appoint its arbitrator and the two appointed arbitrators shall appoint third arbitrator who shall act as an umpire. The arbitration shall be governed in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereto. The place of arbitration shall be Mumbai and the language of the arbitration proceedings shall be English.



**11. Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws in force in India.

**12. Jurisdiction:**

The parties hereto agree to submit to the exclusive jurisdiction of the courts in Mumbai.

**13. Execution of Agreement:**

The terms of this agreement would stand modified based on any directives, instructions, model agreement issued by MHRD and such directives, instruments and clauses of the agreement shall



*mutatis mutandis* be part of the agreement and shall stand valid as if they were part of the agreement.


This Agreement is executed in duplicate and a copy each shall be retained by each of the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals to this Agreement in duplicate on the day, month, year and place first hereinabove mentioned.

SIGNED AND DELIVERED )  
by the within named )  
Central Depository Services (India) Limited )  
by the hand of its authorised )  
representative )  
Shri UTPAL SHAI )  
in the presence of )  
HIRANSHU KHATRI )




  
SIGNED AND DELIVERED )  
by the within named )  
Gujarat University )  
by the hand of its authorised )  
representative )  
Shri Dr. H. A. Pandya )  
Registrar (I/c) )  
in the presence of )



Dr. B. S. AGRAWAL  
  
19.11.2016