

ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

1302 C. Uma Shankar
04/2017 For whom: Registrar, R. S. Vidya Peeth.
Tirupati

BW 649450

M. Krishna Kumar
M. KRISHNA KUMAR
LICENSED STAMP VENDOR
..No. 10-22-033/2G/2R.L.No. 10-22-013/2015
KOLA STREET, TIRUPATI
Cell: 9885691327

AGREEMENT

This agreement ("Agreement") is entered into on 9th June 2017 ("Effective Date") by and between

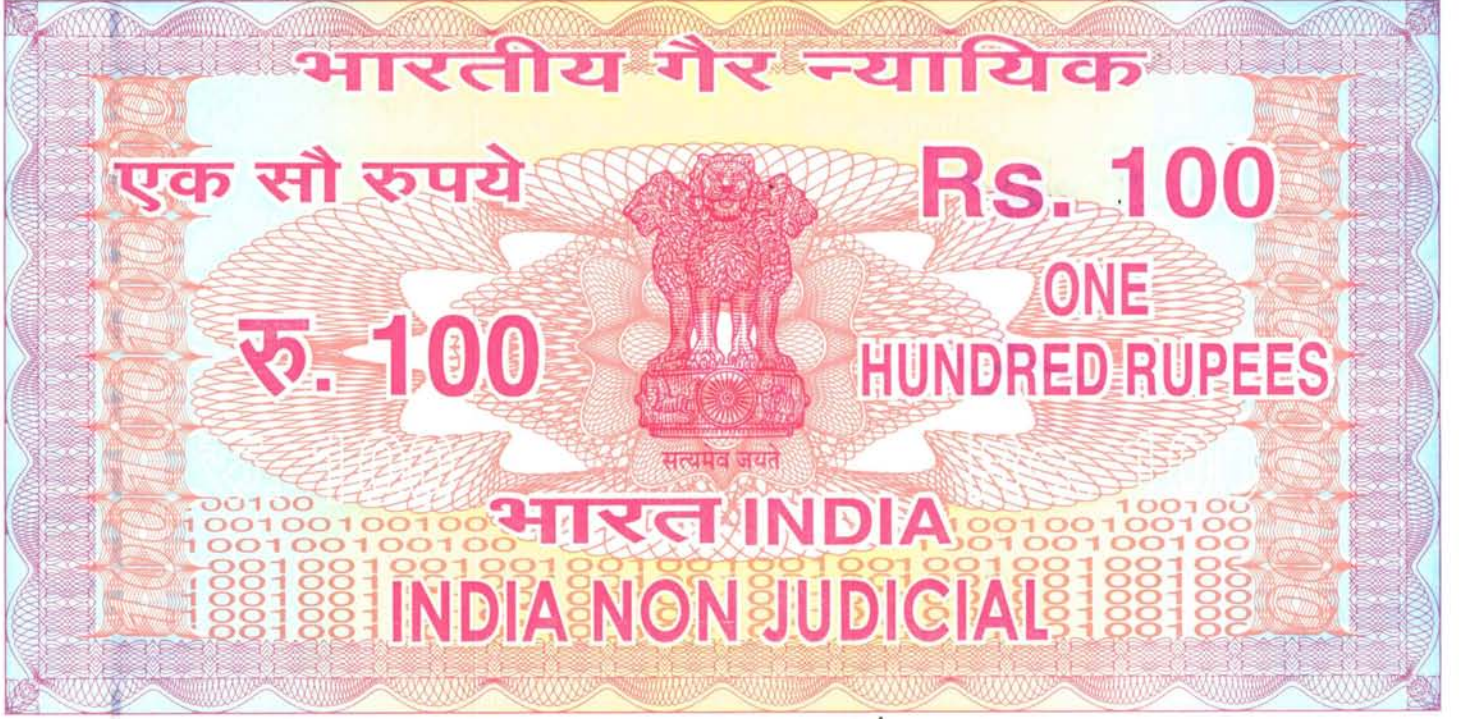
1. **Reliance Jio Infocomm Limited**, a company incorporated under provisions of the Companies Act, 1956, and having its registered office at 3rd Floor, Maker Chambers IV, 222, Nariman Point, Mumbai 400021, Maharashtra, India ("**Reliance**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns), and
2. **Rashtriya Sanskrit Vidyapeetha (Deemed University), Tirupati**, having its registered office at **Rashtriya Sanskrit Vidyapeetha (Deemed University), Reservoir Colony, Tirupati** ("**Institute**" which expression shall, unless it be repugnant to the context or meaning thereof shall mean and include the trustee or trustees for the time being in force, survivors or survivor of them and the heirs, executors and administrators of the last survivor and permitted assigns).

Reliance and Institute may individually be referred to as "**Party**" and collectively as "**Parties**".

Whereas,

- A. Parties have agreed that Institute may offer the Course Program developed by Reliance (subject to approval of the Institute) to students at the Locations of the Institute on the terms and subject to the conditions set forth herein which is in conformity with the aims and objectives of the R.S.Vidyapeetha, Tirupati.





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH 100/-

1303
10/4/2017

C. Uma Shankar
For whom: Registrar, R.S. Vidya Peeth,
Tirupati

BW 649451
M. Krishna Kumari
M. KRISHNA KUMAR
LICENSED STAMP VENDOR
No. 10-22-03326/2015 No. 10-22-013/2015
KOLA STREET, TIRUPATI
Cell: 9885091327

B. Capitalised terms and expressions used in this Agreement shall have the meaning given to them in **Annexure 1** and the principles of interpretation set out in **Annexure 1** shall apply while interpreting this Agreement.

NOW THEREFORE, Parties hereby agree as follows:

1. TERM

- 1.1 This Agreement shall be effective on and from the Effective Date and shall remain in full force and effect for three (3) years ("**Term**"), unless terminated earlier in accordance with the provisions of this Agreement.
- 1.2 Parties may extend the Term on mutually agreed terms and conditions.

2. COURSE PROGRAM

- 2.1 Institute may offer the Course Program at the Locations to all persons eligible to enrol in the Institute.
- 2.2 Institute may use the Course Program and Intellectual Property Rights associated therewith or relating thereto only for teaching, and marketing and promoting, the Course Program.
- 2.3 Reliance shall provide the Institute relevant course materials relating to the Course Program as provided by it to other institutes offering the Course Program. Institute may provide or make available the course materials to any person other than the Students.





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

1304 C. Uma Shankar
8/04/2017 For whom Registrar, R.S. Vidyapeeth.
Timpoti

BW 649452
M. Krishna Kumari
M. KRISHNA KUMARI
LICENSED STAMP VENDOR
..NO. 10-22-033/20/2 R.L.No. 10-22-013/2015
KOLA STREET, TIRUPATI
Cell: 9885691327

3. INFRASTRUCTURE, ASSETS AND PERSONNEL

3.1 There shall not be any financial commitment on the part of Institute in respect of any work or necessary infrastructure under this agreement and the Reliance shall set up and install all necessary infrastructure and assets for conducting the Course Program at each Location in accordance with the provisions hereof, including without limitation the following:

- two or more Smart Classrooms at each Location for conducting functional, technical and behavioural training, of which one may have computer system integrated to the monitors on each desk for systems and processes training;
- high speed internet connectivity;
- a fiber laboratory containing all equipment and other assets required to provide practical fiber training with components including (i) the systems laboratory with computers and (ii) the in-building and in-home wiring training facility and provide 2500 square feet of open ground area at the Locations for outside plant park (OSP) simulation and training, in consultation with Reliance;
- Institute Assets at each of the Locations for conducting the Course Program.

3.2 Institute shall provide space for setting up the laboratory and classroom, subject to availability without detriment to the regular academic work. The Reliance shall provide the required infrastructure for the same. Maintenance of the Reliance equipment installed at the premises of the Institution can only be attend by the Reliance Service person during the working hours of the Institute only along with technical persons of the R.S.Vidyapeetha.



- 3.3 Institute may provide the Students access to the infrastructure and other facilities at the Locations including classrooms, stationery, canteen, wash-rooms depending on availability.
- 3.4 Reliance shall be entitled to install its telecommunication infrastructure / equipment at the Institute / Locations so as to enable Reliance to provide telecommunication services to the faculty, staff and students of the Institute. Institute at its convenience shall provide access to the Locations as may be required by Reliance to install, maintain, repair and / or replace any such infrastructure or equipment and shall co-operate with and provide all reasonably assistance to Reliance in this regard.
- 3.5 Institute shall designate a single point of contact ("**SPOC**") within two (2) days of the date hereof and ensure that the SPOC is available at all times for discussion and consultation with Reliance in relation to the Course Program and this Agreement.
- 3.6 The Institute shall collect reasonable licence fee/rent for use and occupation its premises from the reliance under a separate agreement prior to handing over the premises required by the Reliance. The Reliance shall not do any activity without the rental agreement or licence agreement.

4. OWNERSHIP AND USE OF THE COURSE PROGRAM

- 4.1 Reliance agrees and acknowledges that Institute is and shall be the sole and exclusive owner of all Intellectual Property Rights in relation to or in connection with the Course Program developed before, after and during the Term, including any and all intellectual property derived from or in connection with the Course Program.
- 4.2 Institute shall use the Course Program, Reliance Assets and all Intellectual Property Rights therein and in relation thereto only for offering the Course Program to the Students, and for marketing and promotion of the Course Program and for no other purpose whatsoever.

5. ASSETS

- 5.1 Reliance shall install and maintain Reliance Assets at the Locations as and when required in a reasonably timely manner for provision of the Course Program. Institute shall retain the Reliance Assets at the place where originally fixed at the Location on the date of installation and may move the same therefrom without prior written consent of Reliance at their convenience.
- 5.2 Each Party shall continue to have all right, title and interest in its respective Assets and any additional assets provided / installed by it at any time and from time to time and the other Party shall have no right, title, interest or lien or any right of any nature or kind whatsoever in the first Party's Assets.
- 5.3 Institute shall not, and shall procure that its representatives do not, create any charge, pledge, hypothecation, lien, security interest or other encumbrance whatsoever on or in respect of any Reliance Asset.

6. CERTIFICATION OF COURSE PROGRAM

- 6.1 Institute may set up a proctored testing website on which Students shall be required to undertake certification tests for the Course Program.
- 6.2 Institute shall ensure that only Students who have completed specified hours of training are permitted to take such tests in relation to the Course Program.



6.3 Institute shall conduct the tests at the Institute in the manner specified by Reliance from time to time.

6.4 Institute may issue completion and proficiency certificates in the format to Students who successfully complete the tests and meet the criteria specified by Reliance from time to time.

7. TRAINING

7.1 Reliance may conduct a training program in relation to the Course Program for faculty members nominated by the Institute at a location and schedule specified by Reliance.

7.2 Institute may nominate a minimum of two (2) senior faculty members for the training program and ensure that such faculty members attend the training program. Institute may ensure that the faculty so nominated by it are capable of training other faculty members who replace them.

7.3 Institute may nominate and ensure such nominated senior faculty members attend the additional refresher course conducted by Reliance, if any.

8. ADVERTISING AND PROMOTIONS

8.1 Institute may market and promote the Course Program, including on its website. The Reliance shall not display any board, banner, flexi without prior written permission of the Institute and shall bear relevant taxes to the local authorities.

8.2 Institute may thirty (30) days prior to commencement of each year of the Term provide Reliance for its approval its proposed calendar for promotional and marketing events and activities in the immediately following year.

8.3 Institute may publish the link to Reliance job portal on its website and in its bulletin boards at the Locations for dissemination of information to students and alumni members for potential career options available at Reliance or its affiliates.

8.4 Institute may display and exhibit the marks, logo and other material provided by Reliance from time to time in relation to the Course Program at its premises, website and such other locations as may be agreed by Reliance from time to time.

8.5 Reliance shall make available to Institute artwork, imagery, photographs, sample branding materials and other similar items for advertising, marketing and promoting the Course Program.

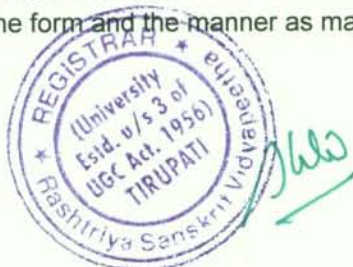
8.6 Institute may use the marks, logo and materials provided by Reliance only for the purposes set out herein.

8.7 Institute confirms that it shall obtain any right, title or interest whatsoever in any proprietary information or intellectual property of Reliance.

8.8 Institute may on its website and bulletin board provide details of websites or portals maintained by or on behalf of Reliance on which potential applicants may register their profiles for suitable job roles.

9. BOOKS AND RECORDS; AUDIT

9.1 Institute shall prepare and maintain up to date, complete and accurate books of records and accounts in relation to the Course Program and other transactions relating to the Agreement in the form and the manner as may be specified by Reliance from time to time.



9.2 In particular, Institute may provide to Reliance on or before the 20th day of each month the following reports:

- (a) Report detailing the Course Program conducted by it at each Location during the immediately preceding month;
- (b) report with details of the Students who have attended the Course Program conducted during the immediately preceding month; and
- (c) such other data, reports, information and supporting records as Reliance, may from time to time prescribe;

each in a format prescribed by Reliance, if any.

9.3 Reliance and its representatives will be entitled at any time and from time to time to visit the Locations and the Institute, to inspect and audit the Assets, fiber laboratories, classrooms (including Smart Classrooms), and other infrastructure provided by the Institute, and the books of account and records relating to this Agreement only and to take copies of such books and records. Institute will grant Reliance and its representatives free access to its laboratories, classrooms and open area for such purpose.

9.4 Reliance and its representatives may at any time and from time to time visit the Locations / Institute to verify and audit whether the Course Program is being conducted in accordance with the Agreement.

9.5 Institute may furnish to Reliance an updated database of Students who have successfully completed the Course Program at such periodicity and in the format prescribed by Reliance from time to time.

10. TAX

10.1 All taxes duties, levies, expenses, charges, cess, including service tax levied or imposed in relation to the Agreement shall be borne and paid by Reliance.

11. INSURANCE

11.1 Reliance shall, at its own cost and expense, obtain and maintain insurance cover to cover claims that may be made by or on behalf of its employees, officers, staff or agents in relation to any risk that may arise during the course of performing the obligations under this Agreement including accident, illness or any other related risks.

11.2 Reliance may at its cost obtain applicable insurance cover in relation to all Institute Assets. Reliance shall ensure that such insurance policy is effective from the Effective Date and valid and binding until the expiry of the Term. Institute shall produce for inspection documentary evidence that such professional indemnity insurance has been obtained and is being maintained.

11.3 Reliance may at its cost obtain applicable insurance cover in relation to all Reliance Assets.

12. REPRESENTATIONS AND WARRANTIES OF INSTITUTE

Institute and Reliance jointly represents and warrants that:

12.1 it has the capacity and all the necessary power and authority to enter into and perform all its obligations hereunder and to undertake the transactions contemplated hereby;



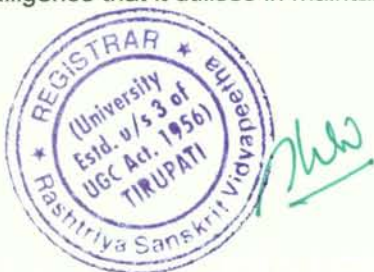
- 12.2 entering into this Agreement or performance of the obligations hereunder shall not result in a violation of or non-compliance with any applicable laws and it shall at all times comply with the applicable laws;
- 12.3 it has obtained all permits and licenses, if any, required or desirable to be obtained by it in connection with this Agreement and the performance of its obligations hereunder and shall at all times maintain such permits and license and keep them valid and subsisting;
- 12.4 it is not subject to any bankruptcy proceedings and there are no circumstances which exist that may entitle any creditor to appoint a receiver or to petition for winding up or to exercise any other rights over or against its assets;
- 12.5 this Agreement and the other documents entered into in connection herewith have been duly executed and delivered by it and constitute or may constitute, following the execution and delivery of this Agreement and such other documents, valid and binding obligations of Institute, enforceable against it in accordance with its terms;
- 12.6 none of the execution or delivery of this Agreement, the consummation of transactions hereby contemplated or compliance with the terms hereof, may conflict with or result in a breach of, or require any consent under the charter documents or any applicable laws or any agreement or instrument to which it is a party or by which it or its property is bound or may be affected or to which it is subject;
- 12.7 each representation and warranty of Institute is true and correct in all respects as on the date of execution of this Agreement and shall remain true and correct on each day of the Term.

13. TERMINATION

- 13.1 Either Party may terminate this Agreement by giving three (3) months' prior written notice to the other Party without any reason.
- 13.2 A Party may terminate this Agreement in case of a material breach of this Agreement by the other Party which breach is not remedied within thirty (30) days from the date of notice of such breach to such defaulting Party.
- 13.3 Reliance and Institute may terminate this Agreement if any representation or warranty of the Institute set out in clause 12 is untrue.
- 13.4 Upon expiry or termination of this Agreement,
- (a) Parties shall be relieved of their respective rights and obligations under this Agreement save such obligations and liabilities that accrued prior to termination, or those which survive termination of this Agreement;
- (b) Reliance shall, and shall procure that his representative shall, take back, all Reliance Assets, course materials, any designs, layouts, advertising, promotional or other material provided by or on behalf of Reliance and Confidential Information that the Institute has in its possession or control;
- (c) Institute may use any and all Intellectual Property Rights other materials, logos, marks, artwork and imagery.

14. CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS

- 14.1 Institute shall maintain strictly confidential in accordance with the standards of care and diligence that it utilises in maintaining its own confidential information, and in any event no



less than reasonable standard of care, the terms of this Agreement and any information in relation to this Agreement, Reliance or its affiliates supplied to or obtained by it or its representatives pursuant to or in the course of performance of this Agreement ("**Confidential Information**") and shall not disclose any such information to any person, save as expressly provided herein.

- 14.2 Institute may disclose Confidential Information only to its employees strictly on a need to know basis (and then only to the extent so required) provided that each such person is aware of the confidential nature of such information and agrees to maintain it strictly confidentiality on terms no less onerous than the terms hereof. Prior to disclosure of Confidential Information, Institute shall procure that the relevant employee enters into a confidentiality and non-disclosure agreement on terms no less onerous than the terms hereof and agreeing to assignment of such agreement in favour of Reliance, at Reliance's option. Institute shall be liable to Reliance for the acts and omissions of its employees in relation to the Confidential Information, as if they were acts and omissions of Institute.
- 14.3 Both parties shall, and shall ensure that its affiliates, and its and their employees, directors, officers, agents and representatives, keep the terms of this Agreement and any and all information exchanged in pursuance hereof, strictly confidential and shall not, and shall ensure that its representatives do not, disclose any such information to any third party, without Reliance's prior written consent.
- 14.4 Institute may make any public announcements or issue any advertisement, promotional material or release or any other similar document, nor participate in any media interview in relation to any transaction relating to this Agreement, the existence or terms of this Agreement, without the prior written consent of Reliance, including in relation to the form thereof.
- 14.5 This clause shall survive termination of this Agreement.

15. INDEMNITY

- 15.1 Reliance shall indemnify, defend and hold Institute and its affiliates, its and their officers, directors, employees, agents and representatives, harmless from and against all claims and losses, arising out of or resulting from in connection with (a) a breach by Institute of any of its obligations hereunder or (b) any of Institute's representations or warranties being untrue. This clause shall survive the termination of this Agreement.

16. GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1 This Agreement is made and shall be construed in accordance with laws of India.
- 16.2 Parties shall make reasonable endeavors to resolve any dispute or difference arising out of or in relation to this Agreement. If any such dispute or difference is not so resolved within 30 days of the dispute or difference arising then either Party may refer such dispute or difference to arbitration. Arbitration shall be conducted by a tribunal of sole arbitrator in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of arbitration shall be at Tirupati and the language of arbitration shall be English. The arbitral award shall be final and binding on Parties.
- 16.3 Subject to the provisions of clause 16.2, Parties agree to submit to the jurisdiction of competent courts in Tirupati, India with regard to any dispute or difference arising out of or in connection with this Agreement, to the extent reference to courts is permitted under the provisions of the Arbitration and Conciliation Act, 1996.



16.4 Both parties agree that the courts of Tirupati shall alone has jurisdiction over the clauses of agreement.

16.5 This clause shall survive termination of this Agreement.

17. ASSIGNMENT

17.1 Institute may assign or otherwise transfer this Agreement, in whole or in part, without Reliance's prior written consent. Reliance shall not assign or otherwise transfer this Agreement, in whole or in part, without prior consent (prior or otherwise) of Institute, to any entity or Person.

18. NOTICES

18.1 Any and all notices, demands and other communication in relation to this Agreement may only be sent by a Party to the other Party by pre-paid post or facsimile transmission to the address of the recipient stated herein or at any other address notified by the recipient or the facsimile transmission number notified by the recipient and any notice, demand or communication so sent shall be effective upon actual receipt and in case of notices sent by pre-paid post, it shall be deemed received on the third day after the date of dispatch (if not actually received earlier) and shall become accordingly effective.

19. MISCELLANEOUS

19.1 This Agreement constitutes the entire agreement between the Reliance and Institute and supersedes all previous agreements and negotiations in respect thereof.

19.2 Nothing in this Agreement shall constitute or be deemed to constitute the relationship of principal and agent or of partnership between Parties hereto or create a joint venture between Parties or employment relationship between Reliance and Institute's personnel.

19.3 No waiver, amendment or other modification of this Agreement shall be effective unless in writing and signed by each Party.

19.4 In case any provision of this Agreement (except in relation to any representation or warranty) shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

19.5 Neither Party shall be liable for any consequential or indirect losses in connection with or arising out of this Agreement.

19.6 Each Party shall bear and be responsible for its own costs and expenses in connection with this Agreement.

19.7 This Agreement may be executed by Parties in counterparts, each of which shall be an original and all such counterparts taken together shall be deemed to constitute one and the same Agreement.

IN WITNESS WHEREOF, Parties have caused their respective authorized signatories to execute this Agreement on their behalf.

For Reliance Jio Infocomm Limited

Name: P.V. Balasubrahmanyam

Title: Vice President

Date: 09/June/2017

For

Name:

Title:

Date:

PROF. E. UMASHANKAR

REGISTRAR

RASHTRIYA SANSKRIT VIDYAPEETHA
University Est. u/s 3 of UGC Act 1956
TIRUPATI-517 507



ANNEXURE 1

DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1. DEFINITIONS

Unless the context or meaning otherwise requires, the following expressions shall have the following meaning:

- 1.1 "**Agreement**" means this Agreement, together with all the Annexures, as may be amended, supplemented or otherwise modified from time to time in accordance with the provisions hereof;
- 1.2 "**Assets**" means Institute Assets and Reliance Assets collectively and "**Asset**" means Institute Assets or Reliance Assets, as the case may be;
- 1.3 "**Course Program**" means vocational training course developed by Reliance in relation to telecommunication and internet sales and services, including but not limited to the training modules, course content, study materials, presentations, practical laboratory sessions, certification criteria and methodology, and shall include any other vocational training courses which may be developed by Reliance in future from time to time in relation to telecommunication and / or internet services;
- 1.4 "**Location**" shall mean location of the branches of the Institute set out in **Annexure 2** and such other locations as may be mutually agreed between Parties from time to time;
- 1.5 "**Intellectual Property Rights**" means, on a worldwide basis, any and all intellectual property rights now known and hereafter known or obtained, current or future, in both tangible and intangible forms, including without limitation, (a) rights associated with works of authorship including without limitation copyrights, moral rights, and mask works, (b) trade secret rights, (c) trademarks, drawings, service marks, commercial symbols, trade names, patents, algorithms, designs, and other industrial property rights, know-how, ideas, concepts, rights of publicity, methods, techniques, processes, domain names, business names, fictitious names, inventions and all other intellectual and industrial property rights of every kind and nature worldwide and however designated, whether arising by operation of law, contract, license or otherwise (d) all registrations, initial applications, renewals, extensions, continuations (including continuations-in-part), re-examinations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing), and (e) rights to enforce any of the foregoing;
- 1.6 "**Reliance Assets**" means assets owned, installed and maintained by Reliance and as more particularly detailed in **Part A of Annexure 3**;
- 1.7 "**Smart Classroom**" means classroom having LCD projector, computer aided projector facility connected to a central server, secure data storage and retrieval facilities;
- 1.8 "**Term**" shall have the meaning assigned thereto clause 1;

2. PRINCIPLES OF INTERPRETATION

Unless the context otherwise requires, the following principles of interpretation shall apply while interpreting this Agreement:

- 2.1 Descriptive headings of clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this Agreement.
- 2.2 Words denoting persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations and other entities (whether or not incorporated).



- 2.3 Use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to any person or persons or circumstances except as the context otherwise permits.
- 2.4 References to the word "include" or "including" shall be construed without limitation.
- 2.5 Annexures form an integral part of this Agreement and shall be in full force and effect as though they were expressly set out in the body of this Agreement.
- 2.6 Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.
- 2.7 The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this Agreement.
- 2.8 Any consent, notice, approval or determination given under this Agreement, shall be binding only given in writing.
- 2.9 "Written" or "in writing" means handwritten, typewritten or printed electronically to make a permanent record.



ANNEXURE 2

LOCATIONS OF INSTITUTE

[Institute locations / branches at which Course Program may be offered to be inserted]

Any part of the premises that may be provided by the R.S.Vidyapeetha within the campus.


REGISTRAR
RASHTRIYA SANSKRIT VIDYAPEETHA
University Est. u/s 3 of UGC Act 1956
TIRUPATI-517 607



ANNEXURE 3
INFRASTRUCTURE

PART A: RELIANCE ASSETS

- a. Fiber connectivity provided by Reliance for cloud computing
- b. Training Equipment
 - i. Construction and splicing equipment
 - ii. Tools
 - iii. Consumables and other Material
- c. Display Products
 - i. Cables
 - ii. Racks, Distribution Panels

Reliance and Institute may from time to time agree on the consumables to be provided by Reliance to enable the Institute to provide practical training to the students and the consumption cycle for such consumable. Institute shall on monthly basis provide a report of such products used by Institute and at such times and in the form as may be requested by Reliance from time to time. Reliance may provide at its cost and may replenish the said consumables periodically.



NATIONAL SANSKRIT UNIVERSITY TIRUPATI

Policy for Information and Technology

Preamble

The purpose of this policy is to ensure the legitimate and optimal use of IT resources at the university. The aim of the policy is to facilitate the safe, secured, effective, target oriented and lawful use based on spirit of cooperation and sharing in pursuance of Vision and Mission Statement of the university. The policy shall cover all Information Technology facilities and services provided by NSU, Tirupati. It shall regulate the use of ICT resources by all the stakeholders and IT facilities & information resources shall be the property of the University and not of a particular individual, School or Centre.

Scope of Application

This policy shall be applicable for the use of information, electronic devices, computing devices, and network resources of the university. All students, employees, consultants, and other workers at university are responsible for exercising rational judgment regarding appropriate and judicious use of ICT infrastructure in accordance with the following:

- IT Act 2000 including all subsequent Amendments
- E-mail Policy of the Government of India
- Any other policy or guidelines issued by the Government of India from time to time.

Note In addition to above, the university can also devise guidelines for the expansion and use of ICT infrastructure. Such guidelines shall be open for amendments, as and when required.

Date of Commencement This policy shall be brought into force from the date of its approval by the statutory bodies of the University.

Definition Clause Unless the context requires otherwise, the expression defined hereinafter shall be construed in following sense:

1. **IT Resource** The expression IT resource shall include the computer equipment/s, portable and mobile devices, and facilities including the network-internet and intra-net, wireless networks, external storage devices, peripherals like printers and scanners and the software associated therewith and available at any point of time along with the information and data generated for official purpose and all electronic information and communications contained on the network.

2. **Network Resource** It shall include any electronic/electrical and/or mechanical devices connected to computer network of the university.
3. **Users** It shall include all students, employees, consultants, and any other person permitted by the Competent Authority for using IT Resources/facilities at the university.
4. **Malicious Program** It includes software that appears to perform a useful or desirable function, but actually gains unauthorized access to system resources or tricks a user into executing other malicious codes.
5. **Disruption** It means a circumstance or event that interrupts or prevents the correct operation of system services and functions.
6. **Blog** A discussion or informational site published on the World Wide Web.
7. **Competent Authority** The expression in reference of Section 3 shall stand for statutory body and for section 4.3, it shall be any official designated for the above-said purpose.
8. **Proprietary Information** It shall include any data, information that has been the part of official assignment and a password of resource, if any.
9. "NSU" or represents The National Sanskrit University, Tirupati

General Use, Access to Network and Ownership

The proprietary information of the University stored on electronic and computing devices whether owned or leased by the university, the employees, and students or a third party remains the sole property of National Sanskrit University, Tirupati.

The users of IT facilities and services of university shall be responsible to promptly report the theft, loss or unauthorized disclosure of the University's proprietary information.

The users shall access, use or share NSU, TIRUPATI proprietary information only to the extent it is authorized and necessary to complete the assigned job related responsibilities.

For connecting to NSU, TIRUPATI wireless, the user shall ensure the following:

- (a) A user shall register the access device and obtain one-time approval from the competent authority before connecting the access device to the wireless network.
- (b) Wireless client systems and wireless devices shall not be allowed to connect to the wireless access points or remote network without due authentication.

- (c) To ensure information security, it is recommended that users should not connect their devices to unsecured wireless networks.
- (d) The users shall be allowed to remotely access the services and resources of the University by adhering to the procedure to be notified and specified by the competent authority from time to time.

Filtering and Blocking of Sites

1. The university, through its Competent Authority may block content on the Internet by issuing a circular, which is in contravention of the relevant provisions of the IT Act 2000 and other applicable laws or policy of the University or which may pose a security threat to the network or undermine the interests of the university.
2. The university may also block content which, in the opinion of the Competent Authority, is inappropriate or may adversely affect the productivity of the users.

Security and Password

1. All IT resources shall be secured by strong password including document as well as equipment password. The password should include a combination of lowercase & uppercase alphabets, numerical and special characters.
2. All computing devices shall be secured with a password-protected screensaver with the automatic activation feature set to 10 minutes or less. The screen must be locked or logged off when the device is unattended.
3. PC shall not be left unattended without logging off and the user shall be responsible for any misuse of such a device by unauthorised access.
4. The users shall exercise utmost caution while opening an e-mail attachments received from unknown senders, which may contain malware.
5. The users shall be responsible for all activity performed with their personal user ID and/or passwords. Permitting any other person to perform any activity with one's user ID and/or passwords shall be permissible with prior written approval from the competent authority with an undertaking that such a password shall be subsequently changed. These shall be treated as sensitive and confidential information.
6. No official of the University shall require, for whatever purpose, the password of other officials on any kind of questionnaire, in writing or oral, through phone or electronic message service unless permitted by

the competent authority in writing with an undertaking that such a password shall be subsequently changed.

7. The users shall refuse all offers by the software to place a cookie on their computer so that they cannot automatically log on the next time when they visit a particular Internet site.

Electronic Monitoring

1. The university shall have the right to audit networks and systems at regular intervals, for ensuring compliance of the policy in the case of a specific alleged misconduct or to redress any fault in the functioning of the system. However, this can be done on the prior approval of the competent authority and under intimation to the user.
2. The university or any person authorized on its behalf, for security related reasons or for compliance with applicable laws, may access review, copy or delete any kind of electronic communication or files stored on the devices under the possession of the university by adopting the following procedure:
 - (a) The user must be intimated.
 - (b) If found necessary to access or inspect any device without intimation to its user, it can only be done with the prior approval of the competent authority.

Unauthorized Access Any unauthorised access to any system or its part/s, information or facilities shall be strictly prohibited and invoke disciplinary action.

Unacceptable Use Under no circumstances, a user of IT resources and facilities of the University shall be authorized to engage in any activity that is illegal under Indian or international law.

Following activities shall be prohibited in general. In case, the need arises, select users can be exempted from these restrictions. This list is however not exhaustive, but it provides a basic framework of activities falling into the category of unacceptable usage.

System and Network Activities

- a. The users shall not undertake any activity through any website or applications to bypass filtering of the network or perform any other unlawful acts which may harm the network's performance or security.
- b. Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or

distribution of "pirated" or other software products that are not appropriately licensed for use by the university.

- (b) Any infringement of copyright materials including, but not limited to, digitization and sharing of photographs from magazines, books or other copyrighted sources/Movie/Music, and the installation of any copyrighted software for which university or the end user does not have any active license.
- (c) Accessing data, a server, an account or any IT equipment for any purpose other than academics, research and official work related to the university.
- (d) Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws.
- (e) Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
- (f) Sharing account password with others or allowing use of account by others including family members while working at home.
- (g) Using computing asset of the University to actively engage in procuring or transmitting material that is in violation of sexual harassment/ Human Rights or material considered hostile at the workplace.
- (h) Making fraudulent offers of products, items or services originating from any university account.
- (i) Making statements about warranty, explicitly or implied, unless it is a part of normal job duties.
- (j) Effecting security breaches or disruptions of network communication. Security breaches including, accessing data for which the user is not an intended recipient or logging into a server or account that the user is not authorized to access, unless these duties are within the scope of regular duties. For the purpose of this section, disruption includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
- (k) Executing any form of network monitoring which shall intercept data not intended for the user's host, unless this activity is a part of the user's normal job responsibility.
- (l) Circumventing user authentication or security of any host, network or account.
- (m) Introducing honeypots, honey nets, or similar technology on the University network.

- (n) Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or the Internet/Intranet/Extranet.

Email and Communication Activities

While using university IT resources to access and use the Internet, following points are to be adhered to:

1. The users must realize that they represent the University. Whenever users state an affiliation to the University, they must also indicate that "the opinions expressed are my own and not that of the university".
2. E-mail service authorized by the university shall only be used for all official correspondences after the specific notification as to the implementation of this Clause.
3. For personal correspondence, users may use the name-based e-mail id assigned to them on the university authorized e-mail Service.

The following activities are strictly prohibited:

1. Sending unsolicited email messages, including junk mails or other advertising material to individuals who did not specifically request for such materials (email spam).
2. Any form of harassment via email, telephone, whether through language, frequency or size of messages.
3. Unauthorized use or forging of email header information.
4. Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
5. Creating or forwarding "chain letters", or other "pyramid" schemes of any type.
6. Use of unsolicited email originating from within the network of the University or from other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by NSU, TIRUPATI or connected via network of NSU, TIRUPATI.
7. Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).
8. Retiring or the employees being relieved and the students leaving the university shall surrender the mail Id allotted on NSU, TIRUPATI domain name or NSU, TIRUPATI email server for clearing their No Dues.

Blogging and Social Media

In contrast to other traditional media, social media is more interactive, enables one-to-one conversation and facilitates instant response. However, the University is aware of the fact that on such platforms the perception of

an official and personal roles and boundaries is often blurred. Therefore, while using social media for official purposes, the following may be kept in mind to smoothen interaction. An official Blogging or access to social media will be regulated by the administrator. Limited and occasional use of the systems of NSU, TIRUPATI to engage in blogging is acceptable subject to the conditions specified hereinafter.

1. Social Media can be accessed only after office hours. If a user is required to use it for a part of his official assignment or collecting any information during office hours, it can be permitted by the competent authority. Exception Following shall be exempted from the application of this rule:
 - (a) Users or any other official working for the Department of Public Relations.
 - (b) Users or any other official working for community outreach under the Community Outreach Programme.
2. There shall be absolute prohibition on the users for making any discriminatory, disparaging, defamatory or harassing comments or bullying while blogging or using social media. The acts, omission or any statement resulting into instigation, abatement to commit any offence, creating communal hatred or apathy shall be strictly prohibited.
3. No user shall involve oneself in any kind of blogging resulting into compromise with the interests of the university including its employees.
4. No user shall attribute one's personal statements, opinions or beliefs while using university network while engaged in blogging or accessing social media.
5. Apart from following all laws of the land pertaining to peace and order as well as the handling and disclosure of copyrighted or export controlled materials, the logos of NSU, TIRUPATI and any other NSU, TIRUPATI intellectual property shall also not be used in connection with any blogging activity.
6. Core Values for Users of Blogs and Social Media:
 - (a) Identity: In official communications, user must reveal his identity and his role in the department and publish in the first person. Disclaimer may be used when appropriate.
 - (b) Authority: Users shall not comment and respond unless authorized to do so especially in any of the following matters:
 - i. Recruitment
 - ii. Examinations
 - iii. Tenders
 - iv. Quotations

- v.Subjudicematter vi.Draft Rules, Regulations, Notifications, Circulars vii.Injuring and damaging the reputation of any staff and the student and also the university.
- (c) **Relevance:** The users can comment on issues relevant to their area of specialisation and make relevant and pertinent comments without compromising the interest of the university. This will make conversation productive and help in taking it to its logical conclusion. However, the university shall not take any responsibility for any of such comments and it must be ensured by the user before making any comment or participating in the deliberation that the comments or ideas expressed by her/him are their personal ones, and not of the university.
 - (d) **Professionalism:** The users must be polite, discrete and respectful to all. They shall refrain themselves from making any personal comments for or against any individuals or agencies. They should be careful not to politicize any kind of professional discussions.
 - (e) **Compliance:** The users shall be compliant to relevant rules and regulations. They should not infringe upon IPR.
 - (f) **Privacy:** Personal information about other individuals as well as one's own private and personal details shall not be revealed unless these are meant to be made public.

Dissemination of IT Policy For dissemination, following measures shall be adopted:

1. Mandatory disclosure of policy on the university Website.
2. Orientation sessions at the time of joining of employees and students to the university.

Disciplinary and Legal Measures

1. Deliberate breach of the provisions contained in this policy statement, shall invoke disciplinary action which may include, in addition to the penalties, denial of access to IT services and facilities offered by the university. On the other hand, if the act is covered with the meanings and definitions of offences defined under Indian Penal Code, 1860, Information Technology Act, 2000 (with Amendments) and any other allied laws, regulations, the legal proceedings against the person in conflict with policy or offender shall be initiated within the prior written approval of the Competent Authority.
2. Notwithstanding the above, the Competent Authority shall have the Authority to take appropriate action in case any act is not covered

under the provisions referred here-in-before if the act or omission affects national interest, interest of the university or proves otherwise offensive.

Annual Budget

On the recommendation of In-charge of the Computer Centre, annual budget shall be allocated for the maintenance and upgradation of the ICT infrastructure for smooth and improved functioning.

Power to Revise This IT Policy shall be subject to revision by the university from time to time.

Power to remove difficulty If any difficulty arises while implementing this policy, the competent authority can take appropriate decision to remove the same.