



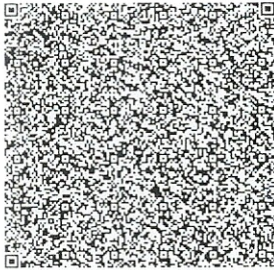
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INDIA NON JUDICIAL

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MEMORANDUM OF UNDERSTANDING (MOU)

THIS MEMORANDUM OF UNDERSTANDING IS EXECUTED ON THIS 4TH Day of November 2015 between:

Viacom 18 Media Private Limited (CIN U92100MH1995PTC095508), a company incorporated under the Companies Act 1956, having its registered office at Zion Bizworld, Subhash Road - 'A', Vile Parle (East), Mumbai - 400057, Maharashtra, India (Hereinafter called the **Party A**) which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns

AND

Jamia Millia Islamia, a Central University created by an enactment of the Parliament of India (i.e. Jamia Millia Islamia Act 1988) and a body corporate with a perpetual succession and a common seal (acting through its Registrar (Hereinafter called the "**PARTY B**")).

WHEREAS it is statutory object of the Jamia Millia Islamia to disseminate and advance knowledge by providing instructional, research and extension facilities in such branches of learning as it may deem fit and it shall endeavour to provide to students and teachers the necessary atmosphere and facilities for the promotion of mutual interaction.

WHEREAS

- A. Party A is a broadcaster operating various television channels.
- B. Parties agree under this MOU to consider/discuss the manner in which parties may collaborate in the area of education and Party A's social responsibility commitment/obligations and otherwise from amongst activities mentioned in Clause 1, subject however to execution of mutually acceptable agreement on terms and conditions acceptable to both parties in relation to one or more specific activity or activities.

NOW THEREFORE the **PARTY A** and the **PARTY B** have intended, agreed and consented to the following terms and deeds in pursuance of a common intent.


1. **Objective and Scope of the MoU:** Party A and Party B will endeavour to discuss and consider some of the following collaborative activities pursuant to the signing of this MoU on the occasion of CII Session on University - Industry congress, held during Visitor's Annual Conference at Rashtrapati Bhawan on 4th November, 2015

1.1. Governance

Party B may nominate a representative of Party A in its relevant committee of studies / board of management as a special invitee. Party A may invite a representative of Party B to be a part of its internal contests/programs/initiatives.

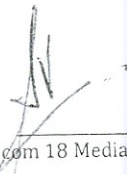
1.2. Curriculum

- (a) The Party 'A' may provide media-specific inputs from time to time in the drafting of curriculum of the relevant department / centre of Party B.
- (b) Certain relevant experts from Party 'A' (like CEO, research heads, etc.) may subject to availability and mutual agreement between parties be invited by Party 'B' to deliver talks and workshops on latest topics which can be through video conferencing / skype/ practical exercises, etc.



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Registrar
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(A Central University)
New Delhi-110025

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- (c) In terms of clause 1.6 below, certain students of relevant media departments / centre of Party 'B' may be invited by Party 'A' for internships during vacations or end of the course to give hands-on experience subject to maintenance of strict confidentiality.
- (d) Party A may plan and co-ordinate the scheduling of interactive sessions such as panel discussions, guest speaker talks, educational tours, seminars and workshops, industry-immersion programs, for students enrolled in media relevant courses of Party B on a mutually agreed time of the academic session.

1.3. Faculty

(a) Faculty Sabbaticals

The Party 'A' may upon mutual agreement, create a short-duration consultation project for one or more the faculty member(s) of Party 'B' in their company where faculty will be paid a reasonable consultancy fee by Party A (which parties will mutually agree to) which will be over above salary from Party B. The faculty will be on sabbatical leave for the above assignments. The Party 'B' may conduct short term workshops for the employees of Party 'A' in the relevant department / centres as and when possible.

(b) Chair Professor

The Party 'A' and Party B, may upon mutual agreement discuss/consider contribution of upto Rs. 50 lakhs to sponsor a "Chair Professor" in a relevant media department/centre or assist in generate necessary funds for similar contributions. The Chair Professor will work in close coordination with Party A and the committee of studies on subjects mutually agreed between parties like media and entertainment.

(c) Visiting Faculty

The Party 'B' may host technical experts from Party 'A' for periodic visits, for the benefits of students and faculty. Such visits shall at all times be subject to the availability of the officers of Party A.

1.4. Infrastructure

Party 'A' and Party B will mutually discuss to set up technical laboratories as per mutual agreement and relevant to the academic program in the areas of mutual commitment and agreement and common interest in the premises of Party 'B', which will enable the students to work on the latest machines and equipments which will make them industry ready.

1.5. Research Project, awards and training

- (a) The Party 'A' may team up and collaborate with faculty/research associate and supervisors at relevant media department/centres of Party 'B' and discuss development on joint research projects for funding by Government agencies.
- (b) Party B may make provision of higher studies, correspondence courses and short-term courses for eligible employees of Party A whenever possible.
- (c) Party A will try to offer a Viacom18 award (which will be mutually agreed between the parties) for best 'All Rounder' for an academic year by Party A in certain media-related courses.
- (d) Party A may make available one or more scholarships on the recommendation of Party B, for part/full tuition waiver (which Party A and Party B will mutually agree on) for relevant media courses.

1.6. Placement and Internship

(a) Placement

The Party 'A' may subject to a student meeting the eligibility criteria of Party A consider taking one or more students from the relevant departments / centres for employment.

(b) Student Internship



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The Party 'A' may provide an internship to one or more suitable students (which Party A will solely determine) of relevant department / centres of Party B, subject to a student meeting the eligibility criteria of Party A.

2. CONFIDENTIALITY

- (a) During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing thirty days of disclosure and identified as confidential by the disclosing party.
- (b) The obligation above shall not extend to any confidential information for which the receiving party can prove that this information
- is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party
 - is received from a third party having no obligation of confidentiality to the disclosing party,
 - is independently developed by the receiving party; or
 - is required to be disclosed by law or court order.

3. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and division, are free to pursue other agreement or collaboration of any kind.

4. TERM

This MOU, unless extended by mutual written agreement of the parties, shall be valid for a period of 3 years from the date of execution of the MOU or till the date of execution of a mutually agreeable long-form agreement, whichever is earlier. This MOU may be amended by mutual written agreement of the parties at any time.

5. TERMINATION

This MOU may be terminated by mutual agreement between the parties. However, either party shall have the right to unilaterally terminate this MOU upon 30 days prior written notice to the other party. Confidentiality clause as referenced in Clause 2 above, or any other agreement entered into pursuant to this MOU, shall survive any such termination/expiry. Upon termination or expiry of this MOU, each party shall immediately return any and all confidential information and intellectual property of the other party.

6. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, joint-venture, associate, collaboration, an agent or legal representative of the other for any purpose.

7. ASSIGNMENT

It is understood by the Parties herein that this MOU is based on the professional competence and skill of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

8. COSTS

Each party shall bear its own costs for creation of this MOU.

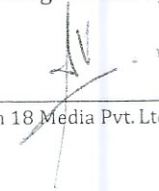
9. SETTLEMENT OF DISPUTE

Any dispute or differences arising out of or in connection with this MOU, in the first place to the extent possible, be resolved amicably between the parties. This MOU shall be governed by



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laws of India and only courts of Delhi shall have exclusive jurisdiction over any dispute between the parties.

10. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the understanding.

11. WAIVER OF LIABILITY

Neither party shall be responsible to either party for any acts, omissions, claims, actions, etc. arising under this MOU.

12. Each Party hereby represents, warrants and undertakes that in performing its obligations or exercising its rights etc. under this MOU, such party and its employees shall not pay, offer or promise to pay, or authorise the payment directly or indirectly of, any monies or anything of value to any government official or employee or any political party or any candidate for political office or employee of a private party for the purpose of influencing any act or decision of the government official or employee, political party or candidate in order to obtain or retain business or to direct business to any person and shall conduct themselves and all transactions under this MOU and/or any transaction relating to the business contemplated herein in a manner consistent with the intent and goals (to the extent applicable) of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transaction, 37 ILM 1 of 15 February 1999, United States' Foreign Corrupt Practices Act, United Kingdom Bribery Act, 2010 and any other Indian law including Indian Penal Code, 1860 and Prevention of Corruption Act, 1988 ("Legislations"). If the other Party becomes aware or has reasonable grounds to suspect that any transaction relating to the business contemplated herein has taken place in contravention of the principles set forth in this clause or under the Legislations, such other party shall be entitled forthwith, in its sole discretion, to terminate this MOU with immediate effect and any and all other arrangements with such breaching party and/or its affiliated companies and the same shall be treated as material breach of the MOU.

IN WITNESS WHEREOF, the parties, hereto acting through their duly authorized representative, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

(Registrar) *Shahid Ashraf*
Authorised signatory on behalf of Jamia Millia Islamia
Seal: Registrar
Date: Jamia Millia Islamia
(A Central University)
New Delhi-110025

Authorised signatory on behalf of Viacom 18 Media Pvt. Ltd.
Seal:
Date: *[Signature]*