Terms and Conditions for Enrolment under GIS Academia Council of India

An initiative of Esri India Technologies Private Limited

(Address: 10th Floor, Max Towers, Sector 16B, Noida – 201301)

ENTRY TO THIS GIS ACADEMIA COUNCIL OF INDIA PROGRAM ("Program")

Program Introduction

The GIS Academia Council of India (GACI) is an initiative by Esri India to bring together academicians and provide a platform to engage and collaborate to update, strengthen, and expand GIS learning in the country using Esri Inc. USA/ Esri India Technology ('GIS Technology'). For more information, please visit GIS Academia Council Of India | Esri India.

Contact Details

For Esri India: gaci@esri.in

Terms & Conditions

1. Agreement

In order to be a member of the **GIS Academia Council of India** (GACI), you are required to agree to the rules stated herein below. Please read these rules prior to submitting your member application to ensure you understand and agree. Submission of your application constitutes your acceptance to these rules. These terms constitute a binding legal agreement between you and Esri India Technologies Pvt. Ltd. (hereinafter referred to as the "Company") regarding your member application and participation in GACI.

2. Membership Categories

GACI offers different membership categories to Academicians based on their level of engagement and contribution:

2.1 **Institutional Membership**: Available to universities and colleges that integrate GIS Technology into their curriculum.

2.2 **Affiliate Membership**: Open to professionals collaborating on GIS Technology to impart GIS education and research initiatives.

2.3 **Individual Membership**: Open to academicians actively teaching GIS subjects or conducting research in GIS-related domains.

3. Eligibility and Participation

3.1 Participation in the Program is restricted by invitation only. Interested academicians may submit their membership applications by filling out the online form provided at :(www.esri.in/en-in/industries/education/programs/gis-academia/about-gaci)

3.2 The Program is exclusively open to academicians currently employed with recognized colleges or universities who either teach GIS Technology or intend to incorporate it into their curriculum (hereinafter referred to as the "Participant").

4. Ownership of Intellectual Property

4.1 In consideration of being a member of GACI, all intellectual property developed or created by the Participant during the Program or any other Esri India program shall be the exclusive property of Esri India. Esri India reserves the rights to exploit such Intellectual Property at its sole discretion. The Participant waives and surrenders all rights to the Intellectual Property developed as part of this Program to Esri India.

5. License

5.1 If the Participant has taken a temporary license of GIS Technology from Esri India, it must be used solely for academic collaborations and GACI activities. The license cannot be transferred to another person and must be returned after the Program. Esri India reserves the right to revoke or cancel a temporary license at any stage.

6. No Fee or Remuneration

6.1 No fee, honorarium, or remuneration shall be payable to the Participant for enrolling or participating in the Program.

6.2 All benefits mentioned in the Program are indicative and situational. Esri India shall not be obligated to provide all or any specific benefit to the Participant.

7. Confidentiality

7.1 Any material shared as part of the GACI membership through the course of this program should be kept confidential and solely used for learning and personal development.

7.2 The Participant acknowledges that they may receive or have access to confidential and proprietary information belonging to Esri India and/or its affiliates. Such information shall be treated as confidential and shall not be disclosed, copied, or used without Esri India's prior written consent.

8. Content Restrictions

The Participant agrees that any content shared in connection with the Program shall not contain:

(a) Nudity, lewd, or vulgar material.

(b) Content that infringes on third-party rights, including but not limited to intellectual property rights, privacy, and publicity rights.

(c) Unauthorized brand names or trademarks.

(d) Content that promotes hatred, discrimination, or harm against any individual or group based on race, religion, gender, nationality, disability, or sexual orientation.

Esri India reserves the right to remove any content which it reasonably believes to be restrictive content without any notice. Esri India's discretion in this shall be final, binding and non-refutable. Participant hereby agrees that it shall not raise any dispute to the decision of Esri India in this regard.

9. Publicity and Use of Participant Information

9.1 The Participant shall not use Esri India's name, logo, or trademarks in any publicity, advertisement, or promotional material without prior written consent from Esri India.

9.2 The Participant hereby grants its consent to Esri India to feature his/her name, photograph, and biography etc. on the Program's official website and related promotional materials.

10. Warranties and Indemnity

10.1 The Participant warrants that any submissions, including articles, case studies, white papers, or presentations, are his/her original work and do not infringe upon any third-party rights.

10.2 The Participant agrees to indemnify, defend, and hold harmless Esri India, its affiliates, officers, and employees from any claims, damages, liabilities, or expenses (including reasonable legal fees) arising from the Participant's breach of these Terms or any wrongful act or omission.

11. Limitation of Liability

14.1 In no event shall either party be liable to the other for any indirect, incidental, consequential, or special damages, including loss of profits, even if advised of the possibility of such damages.

12. Disqualification

12.1 Providing false or misleading information, violating these Terms, or engaging in any conduct that compromises the integrity of the Program may result in immediate disqualification without any notice at Esri India's sole discretion.

13. Program Modification or Cancellation

13.1 Esri India reserves the right, at its sole discretion, to modify, suspend, or cancel the Program if circumstances arise that compromise its integrity, security, or operations.

13.2 Esri India may disqualify any Participant who acts in a manner detrimental to the Program or its reputation and reserves the right to seek damages to the fullest extent permitted by law.

14. Disclaimer of Warranties

14.1 The Program and any related services are provided on an "as is" basis without any express or implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

15. Data Privacy & Consent

15.1 By submitting a membership application, participants hereby agree and provide their express consent that Esri India may collect, store, and process their personal data for the purposes of administering the contest, communicating with participants, and promoting the Program on various platforms, including but not limited to Esri India's website, social media channels, and marketing campaigns.

15.2 Personal data will be handled in accordance with applicable data protection laws and Esri India's privacy policy.

15.3 Esri India will not share personal data with third parties without the participant's explicit consent, except as required by law.

15.4 Participants may request access to or deletion of their personal data by contacting [gaci@esri.in]

16. Governing Law and Dispute Resolution

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

16.2 Any disputes arising out of or in connection with this Agreement shall be resolved through arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitration shall be conducted by a sole arbitrator appointed by mutual agreement of the parties. The venue of arbitration shall be New Delhi, and the proceedings shall be conducted in English.

16.3 The courts in New Delhi, India, shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.