

# Terms and Conditions

These Rules form a binding legal agreement between the participating professor and Esri India Technologies Ltd. (hereinafter "Esri India"), a company incorporated under the Companies Act, 1956 with its registered office at 8 Balaji Estate, Guru RaviDas Marg, First Floor, Kalkaji, New Delhi - 110019 with respect to the program titled "GIS Academia Council of India".

1. The participation in the GIS Academia Council of India is by invitation only. If you are keen to be part of it, please fill up the form online.
2. The GIS council of India is a program only for academicians currently serving in a recognised college/university and teaching Esri technology or are keen to introduce it as part of the curriculum (hereinafter "Participant").
3. GIS lab branding - This is not an individual benefit.
4. As a participant you will be required to support the Esri India mApp Your Way – Annual app development challenge as needed.
5. Any intellectual property that is developed and created jointly by Esri India and the GIS Academia Council of India Participant for the council or any other Esri India program like mApp Your Way shall be owned by Esri India.
6. There is no fee or remuneration of any form which will be granted to Participant for enrolling in this program.
7. All the benefits listed in the program are indicative & situational and Esri India is not obliged to fulfil all benefits to any Participant.
8. Any material shared as part of the council through the course of this program by Esri India should be kept confidential. This is only for learning and personal development. Participant acknowledges that, in connection with the participation in this program, it may access or receive business information that is proprietary to the Esri India. Participant acknowledges that all such information and programs, including the submissions made under this Agreement, constitute "Confidential and Proprietary Information". The Participant shall not directly or indirectly divulge, copy, disclose or use same, in whole or in part, to any third party or for any purpose other than for the purpose of this Agreement except with the express written consent of the Esri India. The Receiving Party shall not use the Confidential Information in any way detrimental to Esri India. However, Confidential and Proprietary Information shall not mean or include:
  - a) any information which is publicly known or publicly available;
  - b) any information which becomes rightfully known to the Participant from a third party not bound by any restriction of non-disclosure;
  - c) any information which is expressly authorized to be disclosed by Esri India in writing.
9. Content Restrictions: Any content shared by the Participant should not contain:
  - a) Nude, lewd or vulgar material.
  - b) Material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, copyright patent, trademark, trade secret or other proprietary right of any party.
  - c) Brand names or trademarks.
  - d) Material that promotes racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
10. Publicity: Participant shall not use or refer to the program or Esri India in any form of publicity or advertising (including any Esri India trademark, trade name or service mark) directed at the public at large without the express prior written consent of the Esri India. Esri India reserves the right to put the name, picture and bio of the council member's in the program website.
11. Warranty and Indemnity: Participant warrant that their Submissions in the form of articles/case studies/whitepapers/presentations are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted Submission. The participant will defend, hold harmless and indemnify, including reasonable legal fees, the Esri India and its personnel against claims that arise or are alleged to have arisen as a result of negligent or intentional acts or omissions or breach by them of any term of this Agreement.
12. Elimination. Any false information provided within the context of the program by the participant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Terms and conditions or the like may result in the immediate elimination from the program.
13. Right to cancel, modify or disqualify: If for any reason the Program does not progress as planned, or any other reasonable cause that Esri India deem to be detrimental to its interests, Esri India reserve the right at its sole discretion to cancel, terminate, modify or suspend the Program. Esri India further reserves the right to disqualify any Participant who undermine the legitimate operation of the Program or reputation or interests of Esri India and should such an attempt be made, Esri India reserves the right to seek damages from any such Participant to the fullest extent of the applicable law.
14. Disclaimer of Warranties: The Participant understands and agrees that any services provided by Esri India under the Agreement are provided "as is" without any warranty of any kind or nature, express or implied, including, but not limited to, implied warranties of durability, merchantability and fitness for a particular purpose.
15. Neither party shall be liable to the other party for any direct, indirect, incidental or consequential damages, loss of profits or any other commercial damages or losses which may be suffered by the other party as a result of this Agreement or its termination. This limitation of liability extends to any alleged liability arising under the law of contract, tort, strict liability or other theory of liability.
16. Choice of Law: These Rules shall be governed by laws of India. All disputes, controversies and differences of opinion arising out of or in connection with this Agreement or for the breach hereof which cannot be settled amicably by the Parties hereto shall be settled by a sole arbitrator appointed by the parties arbitration according to the provisions of the Indian Arbitration & Conciliation Act, 1996 and any amendments thereto from time to time. The decision of the sole Arbitrator shall be final and binding on both the parties. The venue of arbitration shall be Delhi. The arbitration proceedings shall be conducted in the English language. Any legal action or proceedings relating to this Agreement shall be exclusively instituted in competent courts at Delhi, India.