
ANNUAL CONTRACT AGREEMENT (ACA)

between



विद्याविनियोगादिकाः

**Indian Institute of Management
Ahmedabad**

&



Swami Rama Himalayan University

NAAC A+

**Swami Rama Himalayan University,
Dehradun**

for buying Cases/Technical Notes/Exercises



**ANNUAL CONTRACT AGREEMENT (ACA) OPTION 'A' FOR USAGE OF
CASES FOR SPECIFIED TOTAL NO. OF STUDENTS
@ Rs. 2400/- ABOVE 50 CASES PER STUDENT.**

Annual Contract Agreement (ACA) under option 'A' for Educational Institutions for buying Cases/Technical Notes/Exercises, as needed by the Programme under Option 'A' for the specified total number of students @ Rs. 2400/- above 50 cases per student ordered during the term of this Contract at a contracted amount of Rs. 1,20,000/- (Rupees One Lakh Twenty Thousand only) (Including tax) payable to IIMA.

This Contract establishes the relationship between **School of Management Studies, Swami Rama Himalayan University, Dehradun (SMS, Dehradun)**, offering MBA Programme and buying IIMA Cases/Technical Notes/Exercises, as needed by the Programme under Option 'A' for the specified total number of students **@ Rs. 2400/- above 50 cases** (hereinafter referred to as the "intellectual property/IIMA cases") per student ordered during the term of this Contract under the Annual Contract Agreement for its multi-courses usage and the **Indian Institute of Management Ahmedabad (IIMA)** regarding contractual agreement and the terms associated with it. **SMS, Dehradun**, agrees to pay **Rs. 1,20,000/- (Rupees One Lakh Twenty Thousand only)** (Including tax) to IIMA as an Invitation Price by entering this contract.

IIMA and SMS, Dehradun, shall be collectively referred to as parties.

The total number of students for whom more than 50 IIMA cases are going to be used is as per the following specifications:

Name of the Programme	Year (e.g. First year, Second Year etc.)	Number of students for whom 50 IIMA cases are going to be used *	Overall total number of students in the Programme
MBA	First & Second	50	
Total number of students, including all programmes			50

*The number of units purchased per case is restricted to the maximum number of students entered into the contract.

School of Management Studies, Swami Rama Himalayan University, Dehradun (SMS, Dehradun), is a qualified Educational institution of higher learning in India that wishes to use IIMA materials in its management degree, diploma, and/or executive education programmes for multi-course usage. Accordingly, IIMA hereby licenses **SMS, Dehradun**, to use the IIMA cases, technical notes, and exercises for two campus usage according to the terms and conditions of this Contract.



1. Term, Territory and Termination

- a. This Contract shall be effective **for one year from June 23, 2025, to June 22, 2026, by both the parties IIMA and SMS, Dehradun.**
- b. This Contract is effective in India only. It excludes programmes that **SMS, Dehradun**, operates at campuses or other locations outside India. **SMS, Dehradun**, can enter a separate agreement for overseas programmes.
- c. Either party may terminate this Agreement in the event of a material breach by the other party, provided that the non-breaching party gives written notice to the breaching party describing the breach and affording a 30-day cure period. If the breach is not cured within the cure period, the non-breaching party may terminate this Agreement. Upon the termination of this Contract, all rights revert to IIMA and **SMS, Dehradun**, shall immediately thereafter discontinue reproduction of the materials.

2. Access to Materials:

SMS, Dehradun, will obtain electronic access to master copies of IIMA materials through IIMA's website and will, in turn, create copies of those materials in print format or disseminate the password-protected electronic copy for only academic activities for its usage. **SMS, Dehradun**, agrees to the following terms and conditions:

After both institutions sign the contract, IIMA assign a password to **SMS, Dehradun**. Only this password will be used to download the cases. IIMA will change this password from time to time for security reasons, and the changed password will be sent to **SMS, Dehradun**. **SMS, Dehradun**, will share this password only with authorized persons. During this contract, the authorized persons from **SMS, Dehradun**, are:

- 1: Dr. Saurabh Joshi, Associate Professor, School of Management Studies
(saurabhjoshi@srhu.edu.in)
- 2: Prof. (Dr.) Som Aditya Juyal, Professor, School of Management Studies(somadityajuyal@srhu.edu.in)
- 3: Dr. Apurvaa Trivedi, Associate Professor, School of Management Studies
(apurvaatrivedi@srhu.edu.in)

SMS, Dehradun, will not share its username identification and password beyond those authorized by IIMA policies and shall not disclose the identity or location of the links from which it accesses materials. **SMS, Dehradun** will intimate the changes, if any, in the names of the authorized persons to IIMA at the earliest.

- a. **SMS, Dehradun**, may use electronic masters only for the production of course materials during the term of this contract. Whether protected or unprotected, the content files which contain the electronic masters remain the property of IIMA. Electronic redistribution of protected or unprotected content files is permitted only for course-specific academic participants. The masters themselves must not be stored, saved, or posted on any course site without explicit permission from IIMA. Doing so without permission directly violates the contract, and the institution/organization will be held liable for copyright violations.



- b. **SMS, Dehradun** will report to IIMA any violations of these terms and unauthorized use of IIMA materials. **SMS, Dehradun** will assist IIMA as requested in any investigation.
- c. If IIMA notifies **SMS, Dehradun**, of any cases withdrawn, **SMS, Dehradun** agrees to remove such cases from any filing system—print or electronic—immediately and to cease the production of these items.
- d. **SMS, Dehradun**, agrees not to use any IIMA materials that IIMA has not supplied without prior written approval nor to permit the sale or distribution of unapproved versions of IIMA materials.

3. Restrictions

- a. **SMS, Dehradun** agrees not to:
 - Transfer, sublicense, or assign any rights granted under this Agreement to any third party without the prior written consent of IIMA.
 - Use the intellectual property for any unlawful or unethical purposes.
 - Modify, reverse engineer, decompile, or disassemble the intellectual property or create derivative works based on it.
 - Use it in any manner for purposes other than academics.

4. Consideration

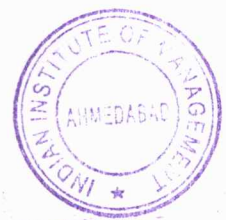
- a. Considering the right to use the intellectual property granted under this Agreement, **SMS, Dehradun**, shall pay IIMA a fee of **Rs. 1,20,000** (the "License Fee"). **The fee corresponds to usage of more than 50 cases per student where the maximum number of students is 50.** In case of an increase in the number of students, the consideration shall stand amended as per IIMA policy. The License Fee shall be paid within 15 days of receipt of the invoice. All payments shall be made in INR (Indian Rupee) to the bank account specified by the Licensor.

5. Indemnification

- a. **SMS, Dehradun** agrees to indemnify, defend, and hold IIMA harmless from and against any claims, liabilities, damages, losses, costs, and expenses, including reasonable attorney's fees, arising out of, or related to the **SMS, Dehradun's** use of the intellectual property.

6. Governing Law and Jurisdiction

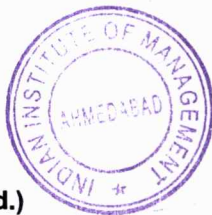
- a. This Agreement shall be governed by and construed in accordance with the laws of India, without regard to its conflicts of law principles. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Ahmedabad, Gujarat.



7. Entire Agreement

- a. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, whether oral or written.


Col. (Dr.) Jagdish C Joshi (Retd.)
Chief Administration Officer
Indian Institute of Management Ahmedabad



Date: 23 June 2025
Place: Ahmedabad

Witnesses:

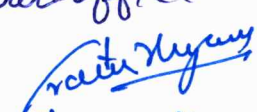
1. Maya Swaminathan 
Manager, Case Centre
2. Arunya Pillai 
Asst. Manager


Commander Challa Venkateswar (Retd.)
Registrar,
Swami Rama Himalayan University Dehradun



Date: 16 June 2025
Place: Dehradun

Witnesses:

1. Parul Rawat 
Executive, Registrar office
2. Pratish Dhyani 
Coordinator, Registrar office