

**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)

**No. BSNL/P&P/Handset/2009**

**TOTAL PAGES: 29**

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THIS AGREEMENT (hereinafter referred to as the "Agreement"), entered into on this 16th (day) of November, 2009 in New Delhi.

AGREEMENT

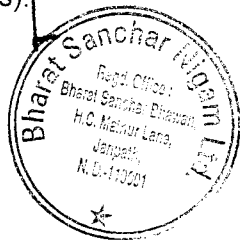
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Between

This agreement is signed on the 16<sup>th</sup> day of November, 2009 by and between BHARAT SANCHAR NIGAM LIMITED, a company registered under the Companies Act 1956 having its Registered and Corporate office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Janpath, new Delhi - 110001 acting through Shri H.C. Pant, C.S. & GM(Legal) (hereinafter called 'BSNL' which expression shall, unless repugnant to the context, include shall mean and include its permitted successors and assigns) of the FIRST PARTY BSNL

AND

NOKIA India Private Limited (hereinafter referred to as "NOKIA"), a company having its Registered Office at 2nd Floor, Commercial Plaza, Radisson Complex, National Highway No. 8, Mahipalpur, New Delhi 110037, India, on the SECOND PART, (which expression unless otherwise repugnant to the context and meaning thereof, shall mean and include its permitted successors and assigns).



Authorised Signatory

**WHEREAS** BSNL is engaged in the business of providing telecom services throughout the country except the metro districts of Delhi and Mumbai.

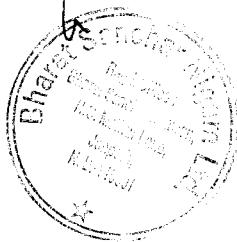
**WHEREAS;**

1. **NOKIA** is engaged in the business of manufacturing and selling mobile handsets.
2. BSNL is engaged in the business of providing telecom services throughout the country except the metro districts of Delhi and Mumbai.
3. BSNL and NOKIA are desirous to establish an arrangement under which the parties shall work on terms set out herein for the benefit of both the parties in developing a bundled handset solution, which combines mobile handset and mobile connection. This arrangement is expected to enhance value to the Mobile customers of BSNL and GSM mobile handset customers of Nokia. This arrangement is also expected to increase overall demand of Mobile connections as well as GSM mobile handset.

**AND WHEREAS** in an endeavor to provide the very best of services, BSNL keeps launching schemes from time to time whereby it offers various cost friendly schemes to its new/potential customers. Nokia and BSNL believe that they can further their business interest by forging a nonexclusive arrangement and teaming for providing Mobile Handsets along with Mobile Service from BSNL to its customers throughout the country except the metro districts of Delhi and Mumbai and have thus agreed to launch the "Nokia BSNL Reverse Bundle Offer" (herein after referred to as "Offer").

**AND WHEREAS** parties herein are prepared to sign an Agreement for providing Mobile Handsets Bundled along with BSNL's GSM Mobile Service to the existing and prospective customers of BSNL.

Whereupon and in pursuance of the said intent, parties have agreed to enter into this **AGREEMENT ON NON EXCLUSIVE BASIS** as per the terms and conditions provided under this AGREEMENT.

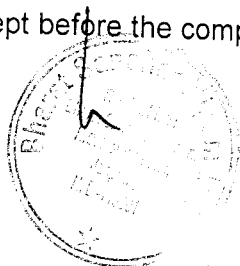


BSNL (Public Sector Enterprise)

Authorized Signatory

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In consideration of the due observance and performance of all the terms and conditions mentioned in this AGREEMENT, Schedules I to V and Annexure I attached hereto and forming part of this Agreement, BSNL and NOKIA agree to sign this AGREEMENT to provide the Offer to the Customers of BSNL throughout the country except the metro districts of Delhi and Mumbai as per terms & conditions contained in Schedules and Annexures attached hereto.
2. This AGREEMENT, subject to conditions therein, shall remain in force for a period of Two (2) years from the date of execution, unless earlier terminated in terms of this Agreement. The Agreement period may be further extended by One (1) year on mutual consent, if deemed expedient.
3. NOKIA and BSNL hereby agree and unequivocally undertake to fully comply with all terms and conditions stipulated in this Agreement, Schedules and Annexure attached hereto and without any deviation or reservations of any kind unless mutually agreed in writing between NOKIA and BSNL at a given time. The details of the scheme may be changed from time to time on mutually agreed basis in writing, based on market conditions.
4. The laws of India as applicable and promulgated/modified/amended or replaced from time to time shall govern this Agreement. This Agreement shall be subject to jurisdiction of the Courts at New Delhi alone.
5. Parties will comply with all applicable laws, rules and regulations of the Government with respect to their respective obligations under this Agreement.
6. This Agreement shall not be amended, modified, altered or changed in any manner except in writing and duly executed by the authorized representative of each party.
7. The Agreement is a confidential document. Both parties shall not divulge any part of this Agreement either through oral or written communication or through any other mode to any third party except before the competent Court/Tribunal or on a written order/direction

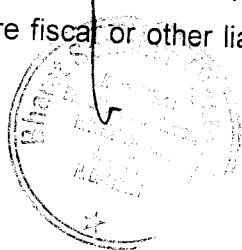


BSNL (Bharat Sanchar Nigam Limited)

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of any court/statutory authority and to its authorized officers and auditors, legal advisors or attorney. The responsibility for enforcing non-disclosure vis-à-vis backend partners for the project shall lie with both the parties.

8. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties expressed herein.
9. The Agreement together with Schedules and Annexure annexed hereto constitute the entire Agreement between the parties and revokes and supersedes all previous discussions/correspondence between the parties, if any, concerning the matters covered herein whether written, oral or implied. There are no representations, warranties, terms and conditions binding the parties, which are not expressly set out in this Agreement.
10. Notwithstanding any other provision to the contrary herein, terms which by their nature survive termination or expiration of this Agreement shall bind the parties following any expiration or termination of this Agreement.
11. This Agreement shall be deemed to have come into effect from the date of signing of this Agreement.
12. Notwithstanding any other provision to the contrary herein, for their respective obligations the Parties agree to abide by the governing guidelines and regulations as and when framed by DoT/TRAI/ Government and to consider amendment/ modifications in the Agreement if so warranted.
13. Both Parties shall have discretion to sign similar agreements with other eligible companies for similar kind of arrangement.
14. This Agreement is being entered on a Principal to Principal basis and does not create any employer – employee relation between the Parties. Nothing contained herein shall be deemed to create any partnership, joint venture between the Parties or a merger of their assets or their fiscal or other liabilities or undertakings or create any employment





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or relationship of principal and agent between BSNL and Nokia and/or its representatives, employees and agents.

IN WITNESS WHEREOF the Parties hereto have caused this AGREEMENT to be duly executed on the date above written.

For BHARAT SANCHAR NIGAM LIMITED

  
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Witnessed by

Signature: 

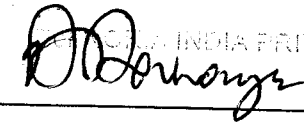
Name: VIJAY SINGH

Occupation: SERVICE

Address: 6<sup>th</sup> Floor Bharat Sanchar

Place: Bhawan  
New Delhi - 1

For NOKIA INDIA PRIVATE LIMITED

  
\_\_\_\_\_  
NOKIA INDIA PRIVATE LIMITED  
Authorized Signatory


Signature:

Name: AMBRISH BAKAYA

Occupation: SERVICE

Address: 1<sup>st</sup> + 2<sup>nd</sup> Floor Tower 'A'

Place: SP Infocity Plot No. 243  
Udyog Vihar Ph-I GURGAON

Witnessed by: 

VINESH MALIK

SERVICE

1<sup>st</sup> + 2<sup>nd</sup> Floor Tower 'A'

SP Infocity Plot No. 243

Udyog Vihar Ph-I GURGAON.

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**TABLE OF ENCLOSURES FORMING PART OF AGREEMENT**

**SCHEDULES**

- SCHEDULE I Purpose and Scope of Agreement  
Role & Responsibilities of the Parties
- SCHEDULE II General Conditions
- SCHEDULE III Commercial Conditions
- SCHEDULE IV Definitions
- SCHEDULE V Format of Non Disclosure Agreement

**ANNEXURES**

- ANNEXURE – I List of Handset Models Offered for Bundling



Authorized Signatory

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## SCHEDULE – I

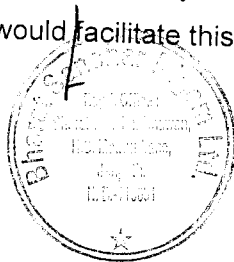
### 1. PURPOSE AND SCOPE OF AGREEMENT

- 1.1.1 BSNL is desirous of bundling its Mobile SIM Cards with Mobile Handsets of NOKIA throughout the country except the metro districts of Delhi and Mumbai.
- 1.1.2 NOKIA shall ensure delivery of agreed number of Mobile Handsets to the Nokia Redistributors (hereinafter referred to as "RDSs"), who will bundle the same with BSNL's Mobile SIM Cards.
- 1.1.3 NOKIA shall be responsible for the after sales service of Mobile Handsets during the warranty period as per Nokia's standard warranty policy without any liability on BSNL's part in this regard.
- 1.1.4 Nokia must ensure interoperability of the Mobile Handsets with the existing mobile network as on the date of signing of this Agreement.

### 2. ROLE & RESPONSIBILITIES OF THE PARTIES

#### 2.1. ROLE & RESPONSIBILITIES OF BSNL

- 2.1.1 BSNL shall supply the agreed number of BSNL SIM cards to the NOKIA RDSs, specified by NOKIA for the purpose of bundling by such Nokia RDSs against their requisition throughout the country except the metro districts of Delhi and Mumbai.
- 2.1.2 BSNL shall ensure timely collection of CAF, activation, billing and entry of records in respect of the BSNL SIM Cards issued through RDSs to BSNL customers.
- 2.1.3 BSNL shall issue the Application Forms to Nokia RDSs for the purpose of distribution to retailers and BSNL shall arrange for their collection as per devised mechanism by BSNL.
- 2.1.4 BSNL shall at regular intervals tally records pertaining to BSNL SIM Cards issued to Nokia RDSs. NOKIA would facilitate this activity.



Authorised Signatory

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2.1.5 BSNL shall be solely responsible for the quality of the BSNL SIM cards used for this bundling scheme, its activation, billing, collection of revenue and post subscription services, verification of subscribers and any taxation issues whatsoever related to the BSNL SIM cards bundled by RDSs as part of Offer under this Agreement.

2.1.6 On a periodic basis BSNL shall provide Nokia with such reports regarding the Offer as may be mutually agreed upon between the Parties and vice versa.

## 2.2 ROLE & RESPONSIBILITIES OF NOKIA

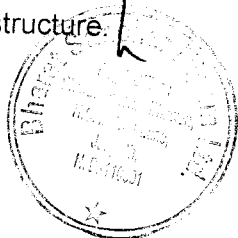
2.2.1 The delivery of the Mobile Handsets to the Nokia RDSs on time shall be the responsibility of Nokia. The Nokia RDSs shall then be responsible to deliver the Reverse Bundled Mobile Handsets with BSNL's logo on the packing to the retail market. All costs, expenses incurred in this regard shall be borne by Nokia. BSNL shall not be liable for the payment of any such amount.

2.2.2 Nokia will facilitate BSNL in tallying of records pertaining to the SIMs issued to Nokia's RDS/ Retail network under this Offer.

2.2.3 Nokia will issue necessary instructions to the retail network through the RDSs regarding the process of Bundled Handset delivery to the customer and the documentation involved therein. BSNL will through its franchisee arrange to collect the Completed Application Forms along with the necessary documents on daily basis from the retailers for activation of the services.

2.2.4 Nokia will, for valid business purpose as envisaged under this Agreement and a written request from BSNL in this regard, provide City wise details (in BSNL jurisdiction) of Nokia infrastructure regarding the following:

- (i) Details of the models of Mobile Handsets initially launched for the Offer.
- (ii) Existing RDS/Retail Outlets/ Dealers/ Distributors/ Franchisee etc.
- (iii) Details of its Customer Care/ Fault Repair/ Technical Support Center infrastructure.



- (iv) Details of exclusive company centers (outlet) having live demonstration facilities for each model of handset offered.

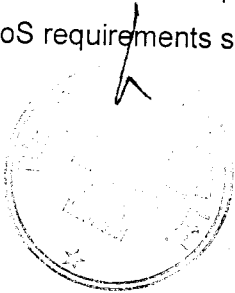
BSNL undertakes not to divulge information received as aforesaid to any third party whatsoever without prior written permission from Nokia.

2.2.5 NOKIA will ensure that the Mobile Handsets should have a unique and valid IMEI number for identification and marking. Nokia shall ensure that good quality Mobile Handsets, which have passed all standard quality checks and parameters, are distributed to the RDSs for the purpose of this Offer. Further any damaged Mobile Handset shall be replaced by Nokia in accordance with its standard warranty policy. It is clarified that Nokia shall be solely responsible for any issue relating to or arising out of the Mobile Handset or the warranty attached to the Mobile Handset in accordance with its policies, and BSNL shall not in any manner be responsible or liable for the Handset or its warranty.

2.2.6 Nokia at its discretion shall be entitled to include additional distribution channels in addition to the RDS covered under this Agreement. In the event Nokia exercises this option then the Parties will mutually agree on the process for the additional channels of distribution.

### 3. **QUALITY OF SERVICE**

3.1 Telecom Regulatory Authority of India (TRAI)/DOT/Government and BSNL may specify QoS parameters from time to time and the same shall be adhered to by both parties as they may apply to them per the terms of this Agreement. BSNL agrees that it shall meet such QoS requirements set forth by TRAI/DoT/Government.



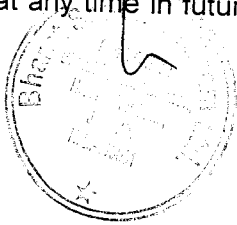
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## SCHEDULE – II

### GENERAL CONDITIONS OF AGREEMENT

#### 1 MISCELLANEOUS CONDITIONS

- 1.1 NOKIA may at its sole discretion arrange to sell its Mobile Handsets through the franchisees of BSNL for this Offer. Any such franchisees shall be mapped to the concerned Nokia RDS for procuring Mobile Handsets and reselling to customers. BSNL may act as a facilitator and coordinator for this arrangement.
- 1.2 NOKIA shall provide full specification and functionality details of Mobile Handsets empanelled for this Offer.
- 1.3 BSNL and NOKIA shall hold periodic consultations for reviewing progress / results of strategies for advertising, marketing and promoting the Mobile Handsets under the Offer. Accordingly exclusive advertisements will be released after mutual consultations and cost sharing of which shall be decided mutually. However, BSNL and NOKIA are free to promote these separately and independently through their own initiatives.
- 1.4 Parties endeavor that the value of the bundled offer which will include handset by NOKIA & services by BSNL be perceived as higher than the value in case the customer purchases these separately. The additional value perceived by the customer could be created through following means:
- a) NOKIA may offer some additional accessories or utilities along with the handset free of cost & BSNL may offer additional service / downloads free of cost as may be agreed to between the Parties from time to time.
  - b) Any other benefit proposed by NOKIA in the form of add on facilities like free applications/software etc on the bundled handset as may be agreed to between the Parties from time to time.
- 1.5 BSNL reserves the right to discontinue the commercial provisioning of the BSNL services at any time in future depending upon its network conditions or market scenario



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or directives from the regulator/ licensor or due to change in its own license conditions or upon directions from the competent government authorities

- 1.6 NOKIA shall provide at its own cost BSNL logo on the Reverse Bundled Mobile Handsets packaging under this Offer. BSNL SIM Card may be packed in such a manner that BSNL brand/logo is displayed prominently, provided that the design of such BSNL brand/logo is mutually approved in writing and consistent with Nokia's branding guidelines.

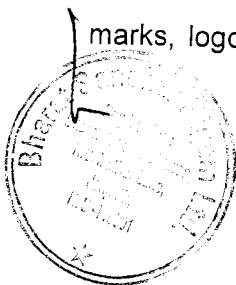
## 2. PATENT RIGHTS

Parties shall indemnify each other against all third-party claims/actions of infringement of IPR, patent, trademark or industrial design rights arising from the performance of their respective obligations under this Agreement.

## 3. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants in relation to itself and to the other that:

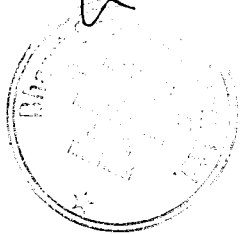
- a. It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized by all requisite corporate actions to do so;
- b. Its signing of this Agreement has been fully authorized by all requisite corporate actions;
- c. This Agreement is a valid and binding obligation, enforceable against it in accordance with its terms.
- d. It will perform its obligations under this Agreement in compliance with all applicable and enforceable laws, ordinances and regulations and will obtain and maintain in full force and effect, any permits, licenses, consents, approvals and authorizations necessary for the performance of its obligations hereunder.
- e. It will provide such reasonable cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.
- f. It has full right, title and interest in and to all trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including



- limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, under this Agreement, and that any IPR provided by a Party will not infringe the marks of any third party.
- g. The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any existing Agreement with any party.

#### 4. INTELLECTUAL PROPERTY RIGHTS

- a. Both Parties hereby agree to make available their respective Intellectual Property for the use on and in context with the promotion of this Offer. Each Party shall be the exclusive owner of its respective Intellectual Property and the other Party shall not have any right or claim, ownership, user rights in respect of the same. Neither Party shall use the other Party's Intellectual Property except for the purpose contemplated herein. Such common use of the respective Intellectual Property on or in respect to this Offer shall not entitle either Party to any payment/fee/ revenue from the other Party.
- b. Use of these marks shall conform to the other Party's policies and inure to such Party's benefit. Neither Party shall register the other Party's marks or substantially similar marks in its name or use the same in any manner whatsoever, which does not have the prior written approval of the other Party. Both Parties acknowledge that the afore going limited license given by both Parties to each other shall not be construed as a grant of any right, title or interest in the other Party's Intellectual Property.
- c. Neither Party shall use the other Party's Intellectual Property except for the purpose of this Agreement and with the express written permission of the other Party.
- d. Both Parties undertake to defend each other from and against any claim, damage, suit, action etc, filed especially on account that the design, specification or use of any of the Indemnifying Party's Intellectual Property or that used in the Offer infringes the Intellectual Property Rights of a third party and both Parties shall further indemnify each other from and against any losses, damages, costs, expenses incurred by or awarded against the other Party as a result of or in connection with any such rights claim / action.



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- e. Upon the expiry / termination of this Agreement, neither Party shall be entitled to use the brand name or the Intellectual Property of the other Party without the written consent of the other Party.

5. **SUB-CONTRACTS**

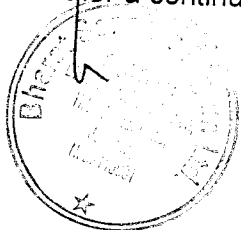
Neither Party shall assign/transfer and sub-contract its interests/obligations under the contract without the prior written permission of the other Party.

6. **FORCE MAJEURE**

If at anytime, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (Hereinafter referred to as "Events") provided notice of happenings, of any such eventuality is given by the either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this and contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, , provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.

7. **TERMINATION**

Either party may, without prejudice to any other remedy for breach of contract, by giving 3 months notice before termination of the agreement, terminate this Agreement in whole or in part. Further either Party shall have the right to terminate the Agreement forthwith in the event that other Party is unable to perform its part of the obligations under the Agreement for a continuous period of fifteen (15) days, due to any reason whatsoever.



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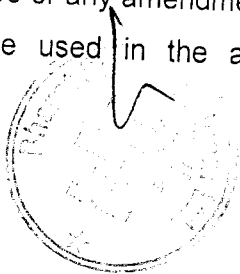
Authorised Signatory

7A **CONSEQUENCES OF TERMINATION**

- a. Unless otherwise agreed in writing by between Parties, any sums payable under this Agreement and which are unpaid at the date of termination shall forthwith become due and payable by the Parties.
- b. It is agreed between the Parties, that in case this Agreement is terminated/ expires and the Reverse Bundle Mobile Handsets are still available in the market, the respective obligations of the Party with regards to such Reverse Bundle Mobile Handsets, shall survive the termination/expiry of this Agreement. Thus, the provisions of this Agreement shall, to the extent stated or necessarily implied, survive the termination thereof.
- c. Cancellation, termination or expiration of this Agreement shall not relieve or release either Party from making payments, which may be owing to the other party under the terms of the Agreement.
- d. Each party shall at its own expense promptly return to the other party all confidential information, documentation and materials, software as well as all present/ future marketing plans or present/ future models which relate to the Reverse Bundled Mobile Handsets & Mobile Services, together with any copies thereof or any other documents entrusted.

8. **ARBITRATION**

Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement between the Parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof. Prior to submitting the Disputes to arbitration the parties shall resolve to settle the dispute/s through mutual negotiation and discussions. In the event that the said dispute/s are not settled within 30 days of the arising thereof, the same shall finally be settled and determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. The place of arbitration shall be New Delhi and the language used in the arbitral proceedings shall be English. Arbitration shall be

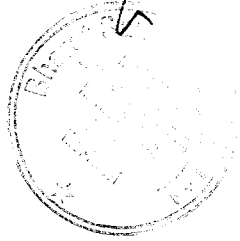


FOR AND ON BEHALF OF PRIVATE LIMITED

conducted by a sole arbitrator. The sole arbitrator shall be appointed as per provisions of the Arbitration and Conciliation Act, 1996.

The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction. None of the Parties shall be entitled to commence or maintain any action in a court of law upon any Dispute arising out of or relating to or in connection with this Agreement, except for the enforcement of an arbitral award or as permitted under the Arbitration and Conciliation Act, 1996.

Pending the submission to arbitration and thereafter, till the tribunal renders its award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this Agreement



For Notice

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