

## TERMS AND CONDITIONS

This agreement (“**agreement**”) contain terms and conditions of use (“**Terms**”) for the “Graduate Certificate in Strategic Studies” (“**GCSS**”) provided by the TI Learning Network, is 37/5 Yellappa Chetty Layout, Ulsoor Road, Bangalore - 560042.] (“**Takshashila**” or “**us**” or “**we**”, as the context requires) to students (“**you**” or “**your**” or “**User**”, as the context requires) who have enrolled for the GCSS.

### 1. Binding terms and conditions

- a. The Graduate Certificate in Strategic Studies (“**GCSS**”) course is an educational course offered to you by Takshashila in consideration for payment of fees. The GCSS contains original content generated by us. These Terms contain provisions governing your use of Takshashila’s website, GCSS course material, and other ancillary products and services (“**Services**”). It shall be assumed that you have read and agreed to be bound by these Terms.
- b. These terms and conditions shall constitute an “electronic record” and information communicated in “electronic form” as defined under the Information Technology Act, 2000 and the rules framed thereunder. You agree and acknowledge that this information in electronic form does not require any physical copy or signature.
- c. These Terms constitute the terms and conditions required to be communicated by Takshashila to its users under Rule 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011.

### 2. Adherence to the Terms

- a. You represent that you are eligible to enter into a contract as required under the Indian Contract Act, 1872. In the event you are “incompetent to contract” as defined under the Indian Contract Act, 1872, your legal guardian, or any person competent to enter contracts on your behalf, may agree that you shall be bound to the Terms. Takshashila reserves the right to immediately terminate this agreement if it is brought to Takshashila’s notice, at any time, that you are incompetent to contract, as required by the Indian Contract Act, 1872.
- b. You agree that the Terms constitute a binding agreement between you and Takshashila, and that Takshashila reserves the right to terminate the agreement or suspend its Services at any point without providing any reasons therefor.
- c. You agree to provide us with accurate and complete information, and further agree to inform Takshashila of any change in such information already provided so as to keep it accurate and up to date.

### 3. Scope and Usage of Services

- a. The GCSS is a blended learning programme conducted over 12 weeks through weekend web lectures (“**webinars**”) and physical workshops at prediscovered venues. The schedule of such webinars and weekend workshops will be communicated beforehand as may be necessary.
- b. The Course will consist of the following components:
  - i. Three courses, each of which will contain multiple Assignments:
    1. Basics of Strategic Studies – Concepts and Method
    2. *Arthashastra* – Indian Strategic Thought;
    3. Introduction to Policy Analysis
  - ii. Two 3-day Weekend Workshops that will require your physical attendance:
    1. 1st Weekend Workshop: users will attend a series of lectures conducted by Takshashila faculty and guests.
    2. 2nd Weekend Workshop: users will stay in accommodation preselected by Takshashila where they will participate in a public policy simulation exercise.
  - iii. Additional webinars conducted by third party experts invited by Takshashila
  - iv. A blog that the student maintains that discusses and utilizes the lessons learned
  - v. A Composite Final Examination

- c. At the end of the course Users will receive:
  - i. The Graduate Certificate of Strategic Studies (“**the Certificate**”), if they:
    - 1. Submit all assignments for the three courses
    - 2. Attend both the 1<sup>st</sup> and 2<sup>nd</sup> Weekend Workshops,
    - 3. Pass the Composite Final Examination; or
  - ii. A Citation of Completion of Studies (“**the Citation**”) if they:
    - 1. Submit all assignments for the three courses
    - 2. Pass the Composite Final Examination
  - iii. Users who have not completed the necessary components in their current batch may complete such components in subsequent batches for no additional fee provided that they inform Takshashila of such intent in a form as may be provided by Takshashila. Upon completing such necessary components as are required, Users will receive the Certificate or the Citation depending upon their eligibility.

#### **4. Usage of Services**

- a. You acknowledge and agree that Takshashila will not be obliged to cover your accommodation, food and travel expenses for the two Weekend Workshops. In order to avoid incurring higher costs Takshashila urges Users to promptly make arrangements for travel and accommodation as may be necessary.
- b. You agree that, being a graduate programme, the value you extract is based on the time, effort and commitment invested by you in the course. Takshashila will endeavour to assist you with any difficulties to the best of its ability.
- c. Along with homework assignments, you are expected to write blog posts on relevant public policy topics, and that such blog posts are an integral part of your evaluation process.
- d. You agree to be bound by the terms and conditions of Takshashila’s Anti-Plagiarism Policy. You specifically agree that:
  - i. The first instance of plagiarism in a submitted assignment will result in:
    - 1. An “F” grade in the concerned assignment,
    - 2. A severe warning, and
    - 3. Ineligibility for the Certificate at the end of the course. You will only be eligible to receive the Citation, even upon attending both Weekend Workshops
  - ii. That a second instance of plagiarism will allow Takshashila to expel you from the course without refund.

#### **5. License of Services**

- a. Subject to these Terms and other applicable policies (communicated to you from time to time or otherwise published on our website), Takshashila grants you a limited, personal, non-exclusive, non-transferable, and revocable license to use the Services.
- b. You may download content from our website or utilise the material provided to you only for your personal, non-commercial use, unless you obtain our prior written permission to use the content for commercial gain.
- c. You also agree that you will create, access, and/or use only one user account, and you will not share access for your account with any third party.
- d. We only grant you permission to use our Services for the period of your course, and you agree that using our Services does not give you ownership of any intellectual property rights in our Services or the content you access.
- e. You agree that the license granted by the Takshashila I to you is only during the duration of the Services and will terminate upon termination of the Services provided to you.
- f. You acknowledge that the license provided to you is on the basis of the veracity and completeness of the representations made by you, and if the same is found to be incorrect or incomplete at any point Takshashila may revoke the license granted to you.

Takshashila may revoke this license at any point without providing any reasons therefor. You further acknowledge and agree that the license provided to you is personal and non-transferable, and will be revoked if you have transferred it or assigned it to a third person.

## 6. Fees

- a. To enroll for the GCSS, you hereby agree to pay Takshashila the following fees, the amount of which does not include Service Tax, Swachh Bharat cess or any other tax or cess as may be applicable:
  - i. For ordinary users: a total of INR 30,500 (Twenty Five Thousand Rupees) which shall be broken up into the following:
    1. A non-refundable application fee of INR 500 (Five Hundred Rupees)
    2. A Course Fee of INR 30,000 (Twenty Four Thousand Five Hundred Rupees)
  - ii. For users who are currently enrolled in an educational course and can provide a Student ID, Transfer Certificate or any other proof of the same: a total of INR 20,500 (Fifteen Thousand Rupees) which shall be broken up into the following:
    1. A non-refundable application fee of INR 500 (Five Hundred Rupees)
    2. A Course Fee of INR 20,000 (Fourteen Thousand Five Hundred Rupees)
- b. Users who have been referred to GCSS by alumni shall be eligible to a discount of INR 2,000 (Two Thousand Rupees). Such users may fill the relevant section in the application form during the enrolment process. Takshashila reserves the right to request additional information before granting such a discount, and also reserves the right to refuse such a discount. The code once used should not be shared by the user.
- c. Takshashila is willing to provide a waiver of fees up to INR 15,000 (Fifteen Thousand Rupees) to deserving users without a source of income. Such users may fill the relevant section in the application form during the enrolment process. Takshashila will then consider such application and decide whether the user is deserving of such waiver and determine the amount of fees to be so waived. Takshashila is under no obligation to provide such waiver and will do so at its own discretion.

## 7. Payment of Fees

- a. Users may pay the Fees via the following modes:
  - i. A Demand Draft to be made out in the name of "T I Learning Network" and sent to
  - ii. A cross-cheque to be made out in the name of "T I Learning Network" and sent to 37/5 Yellappa Chetty Layout, Ulsoor Road, Bangalore - 560042\_\_\_\_\_ address.
  - iii. A netbanking transfer to \_\_\_\_\_ account details.

## 8. Amendments

- a. Takshashila reserves the right to amend, cancel, interrupt, or reschedule any course or to modify any course content or the point value or weight of any assignment, examination, quiz, or other assessment. Courses offered are subject to the Disclaimers and Limitation of Liability sections below.

## 9. User Content

- a. The Services enable you to share the content generated by you during this course, which may be in the form of assignments, projects, blog posts, homework, and the like ("**User Content**"), with Takshashila, faculty members, and/or other users. You retain all intellectual property rights in, and are responsible for, the User Content you share.
- b. To the extent that you provide User Content, you grant Takshashila a fully-transferable, royalty-free, perpetual, sub-licensable, non-exclusive, worldwide license to copy, distribute, modify, create derivative works, publicly perform, publicly display, and otherwise use the User Content.

- c. Takshashila reserves the right to remove or modify User Content for any reason, including User Content that Takshashila believes to be in contravention with these Terms. You also agree that Takshashila has the right to take pictures and / or videos of you during the workshops, or otherwise market, endorse, or publicly state that you were part of the course.

#### **10. Security**

- a. Takshashila will use all endeavours to maintain your account's confidentiality and security. However, in the event of any breach of your account's security, Takshashila undertakes to take all reasonable measures to mitigate the loss caused by such breach. You may contact us in case of any such breaches or unauthorized use of your account at [gcss@takshashila.org.in](mailto:gcss@takshashila.org.in).

#### **11. Third Party Content**

- a. Through the Services, you will have the ability to access and/or use content provided by instructors, other users, and/or other third parties and links to websites and services maintained by third parties. Takshashila does not guarantee that such third party content will be free of malware, or will not have objectionable content, or be harmful in any other way, and that you do hereby agree that Takshashila shall be free of all responsibilities or liabilities related to your access or use of such third party content.
- b. Takshashila is not responsible for any form of transmission, whatsoever, received by you from any linked site. Takshashila is providing these links to you only as a convenience, and you hereby agree that the inclusion of any link does not indicate an endorsement by Takshashila of the website of such linked site or any association with the operators or owners of such website including any legal heirs or assignees thereof. You are requested to verify the accuracy of all information on your own before undertaking any reliance on such information.

#### **12. Confidentiality**

- a. You hereby acknowledge and agree that any information provided in the course of the Services that is not already publicly accessible shall be strictly confidential and that any unauthorised replication by you, with or without attribution, will allow Takshashila to terminate this agreement as per the terms of Section 16. Takshashila reserves the right to sue for additional damages in the event of such a termination. Provided that where there is an express acknowledgment that such information may be replicated, you may replicate such information under any conditions so provided in such acknowledgment.

#### **13. Prevention of Sexual Harassment**

- a. You will conduct yourself with utmost responsibility, decency and respect and will not, at any time, engage or attempt to engage in any act that would amount to sexual harassment. You hereby acknowledge and agree that, if found guilty of sexual harassment, Takshashila is authorised to undertake all appropriate disciplinary action, including your expulsion.
- b. Takshashila hereby notifies you that it has constituted a Prevention of Sexual Harassment Committee (**POSH Committee**) under the Sexual Harassment of Women at the Workplace (Prevention, Prohibition and Redressal) Act, 2013 (**Prevention of Sexual Harassment Act**). The POSH Committee is the concerned disciplinary body to address all sexual harassment complaints by the Takshashila staff and / or by students of the GCSS under the Prevention of Sexual Harassment Act. The POSH Committee is authorised to undertake all measures, including but not limited to expulsion, dismissal or termination of the contract of the defaulting person.
- c. The POSH Committee is empowered and bound by the provisions of the Prevention of Sexual Harassment Act.

#### **14. Copyright and Trademark Policy**

- a. The content used in the Services, the Website and the processes, their selection and arrangement, including but not limited to all text, graphics, user interfaces, visual interfaces, sounds and music (if any), artwork and code on the Website is the sole and exclusive property of Takshashila; and is protected by copyright, patent, trademark and other applicable intellectual property laws and regulations in force.
- b. Unless otherwise stated and expressly mentioned, Takshashila owns all Intellectual Property Rights to and into the trademark "The Takshashila Institution", and the website, including but not limited to the compilation of all content, software, any and all rights, title and interest in and to copyright, related rights, patents, utility models, designs, know-how, trade secrets and inventions (patent pending), goodwill, images, audio clips, digital downloads, data compilations, and software, source code, meta tags, databases, text, content, graphics, icons and logos.
- c. You agree that you shall not reproduce or use the content in any form without the prior written consent of Takshashila. Any reproduction or editing by any means manual, mechanical or electronic without the explicit written permission of Takshashila will be a breach of these Terms and provides Takshashila with the right to initiate legal proceedings against you. You agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from content or materials on the Website without the prior written permission of Takshashila. Use of the content and materials for any purpose not expressly permitted in these Terms of Use, is prohibited. We are not liable for any infringement of copyrights, trademarks, or other proprietary or IPR arising out of content posted on or transmitted through the Website by our other users. Further, you agree not to download, transmit, reproduce or distribute any material/content/User Content (including the User Content submitted by you) from the Website without being expressly authorised to do so by Takshashila.

**"Intellectual Property"** or **"IPR"** for the purpose of these Terms, means all copyrights (whether registered or not), trademarks (including, without limitation, registrations and applications), patent rights (whether registered or not), service marks, trade names or business names, registered and unregistered design rights, mask-work rights, trade secrets, moral rights, author's rights, rights in packaging, goodwill and other intellectual property rights, and all renewals and extension thereof and all rights or forms of protection of a similar nature or having an equivalent or similar effect to any of the above, which may subsist anywhere in the world, regardless of whether any of such rights arise under the laws of India or any other state, country or jurisdiction.

#### **15. IPR in User Content**

- a. You undertake that all content posted by you on the website shall be your original content and shall not be reproduction of content created by someone else. You acknowledge and agree to be bound by the terms of the Takshashila Anti-Plagiarism Policy.
- b. You hereby understand that Takshashila does not guarantee any confidentiality with respect to any content that you may submit for uploading.
- c. The User shall not acquire any rights in respect of Takshashila's names, trademarks, designs, patents, patent applications, copyrights or other IPR, including those obtained from third parties under license or otherwise, for inclusion on its Website and/or App.

#### **16. Modifying and Terminating our Services**

- a. Takshashila may modify the Terms or terminate the agreement altogether without providing any reason whatsoever. If your use of a paid Service is terminated, a refund may be available in accordance with the Refund section below. None of Takshashila, its participating institutions and instructors, its contributors, sponsors, and other business partners, or their employees, contractors, or other agents (the "Takshashila Parties") shall have any liability to you for any such action.

#### **17. Termination of Agreement/Suspension of Services**

- a. Takshashila retains the right to terminate the agreement or suspend the provision of Services to you where:

- i. You are in breach of any term or condition of these Terms;
  - ii. You are in breach of the Takshashila Anti-Plagiarism Policy;
  - iii. You have breached the Confidentiality clause under Section 12.
  - iv. You are in breach of the Takshashila Honour Code or the Takshashila Code of Conduct;
  - v. You are in breach of any third party intellectual property rights;
  - vi. You are in breach of any laws applicable to you; or
  - vii. Your use of the Service disrupts our business operations or adversely affects any other party; or
  - viii. You have behaved in a way, which could be regarded as inappropriate or capable of bringing Takshashila into disrepute.
  - ix. Any other reason whatsoever.
- b. Takshashila is under no obligation to provide written reasons for such termination or suspension.
  - c. Takshashila may suspend access to the Services or require you to change your password, or provide any other information as may be necessary, if we reasonably believe that the Services have been or are likely to be misused, and we will notify you of such suspension or request accordingly.
  - d. Any termination of your registration and/or account or the Services will not affect any liability previously incurred by you.

#### **18. Disclaimers**

- a. Takshashila has undertaken all reasonable endeavours to ensure that all information provided during the Services is correct and accurate but not represent or warrant that such information is of a certain quality, accuracy or completeness.
- b. In no event shall Takshashila be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages resulting from: (a) the use or the inability to use the Services; (b) unauthorized access to or alteration of the user's transmissions or data; (c) any other matter relating to the Services; including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Website and/or App or Service.
- c. Takshashila shall not be responsible for any delay or inability to use the Website or related services, the provision of or failure to provide Services, or for any information, software, products, services and related graphics obtained through the Website, or otherwise arising out of the use of the Website and/or App, whether based on contract, tort, negligence, strict liability or otherwise. Further, Takshashila shall not be held responsible for non-availability of the Website or related services during periodic maintenance operations or any unplanned suspension of access to the Website or related services that may occur due to technical reasons or for any reason beyond Takshashila's control.
- d. THE SERVICES AND ALL INCLUDED CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE TAKSHASHILA PARTIES SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THE TAKSHASHILA PARTIES FURTHER DISCLAIM ANY AND ALL LIABILITY RELATED TO YOUR ACCESS OR USE OF THE SERVICES OR ANY RELATED CONTENT. YOU ACKNOWLEDGE AND AGREE THAT ANY ACCESS TO OR USE OF THE SERVICES OR SUCH CONTENT IS AT YOUR OWN RISK.

#### **19. Limitation of Liability**

- a. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TAKSHASHILA SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE

SERVICES; (B) ANY CONDUCT OR CONTENT OF ANY PARTY OTHER THAN THE APPLICABLE TAKSHASHILA PARTY, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT; OR (C) UNAUTHORIZED ACCESS, USE, REMOVAL OR ALTERATION OF YOUR CONTENT OR INFORMATION. IN NO EVENT SHALL TAKSHASHILA'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO THE SERVICES EXCEED RUPEES ONE THOUSAND (Rs. 1,000) OR THE TOTAL AMOUNT OF FEES RECEIVED BY TAKSHASHILA FROM YOU FOR THE USE OF PAID SERVICES DURING THE PAST SIX MONTHS, WHICHEVER IS GREATER.

- b. YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS TERMS OF USE REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND TAKSHASHILA, AND THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS TO TAKSHASHILA'S ABILITY TO MAKE THE SERVICES AVAILABLE TO YOU ON AN ECONOMICALLY FEASIBLE BASIS.
- c. YOU AGREE THAT ANY CAUSE OF ACTION RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

## **20. Indemnification**

- a. You agree to indemnify, defend and hold harmless Takshashila from and against any and all losses, liabilities, claims, damages, costs and expenses (including direct and reasonable legal fees) asserted against or incurred by Takshashila that arise out of, result from: (i) your breach or non-performance of any representation, warranty, covenant or agreement made or obligation pursuant to these Terms; (ii) your violation of any law or rights of a third party; or (c) User content, including any claim to or infringement of any third party or Takshashila's IPR or other proprietary rights.
- b. You shall be solely responsible for your own content and the consequences of submitting for uploading and publishing your content on our website. To the extent permitted by applicable law including without limitation the Information Technology Act, 2000 and the rules thereunder.

## **21. Governing Law and Jurisdiction**

- a. These Terms and the Services provided herein are governed by the laws of India, and the courts at Bangalore, Karnataka shall have exclusive jurisdiction in the event of any disputes pursuant to these Terms.

## **22. Notices, Grievance Officer**

- a. You agree that, unless stated otherwise, any notices required to be given by Takshashila under these Terms will be deemed to have been given if sent by email or fax, registered post or by courier to a User in accordance with the most current contact information provided to Takshashila. All notices shall be effective upon receipt, except that email and fax notices shall be effective upon being sent.
- b. All notices to Takshashila may be sent to:  
  
[37/5 Yellappa Chetty Layout, Ulsoor Road, Bangalore - 560042.] or [gcss@takshashila.org.in](mailto:gcss@takshashila.org.in)
- c. In accordance with Information Technology Act, 2000 and the rules made thereunder, the contact details of the Grievance Officer are provided below:

Grievance Officer – [gcss@takshashila.org.in](mailto:gcss@takshashila.org.in)

## **23. General Terms**

- a. *Revisions to the Terms*

We reserve the right to revise the Terms at our sole discretion at any time and, save for changes to material terms, without notice to you. Any revisions to the Terms will be effective immediately

upon posting by us. In all cases, your continued use of the Services after publication of such changes will, with or without notification, constitute binding acceptance of the revised Terms.

b. *Severability; Waiver*

- i. The invalidity or unenforceability of any portion of these Terms shall extend only to such portion of the Terms and shall, to the maximum effect possible, not affect the validity or enforceability of any other Terms.
- ii. No waiver by Takshashila of any breach by you of these Terms shall operate as a waiver for any other subsequent or prior breaches. Takshashila will not be affected by any delay, failure or omission by you to enforce any remedies allowed to you within the requisite time.  
Failure or delay by Takshashila in enforcing any of its rights under these Terms will not operate as a waiver of such rights or remedies hereunder.
- iii. Takshashila's rights and remedies under these terms are independent, cumulative and without prejudice to its rights under the law.
- iv. These terms are not intended to create and shall not create any rights, entitlements, claims or benefits enforceable by any third party.
- v. This Terms of Use, as may be updated from time to time and represents the complete agreement and understanding with respect to the Service and supersedes any other written or oral agreement.

**24. Takshashila Refund Policy**

- a. Any refund of Fees already paid shall be at the sole discretion of Takshashila.