

- (b) This agreement constitutes legal, valid and binding obligations enforceable
 - (i) Against it in accordance with the term thereof; order decree of regulation of any court, Government instrumentality of function; or
 - (ii) Any other documents or to the best of its knowledge any indenture, contract or agreement to which, it is a party or by which it may bound;
- (c) There are no actions, suits, writs or proceedings pending or, to the best knowledge against it before any court, governmental instrumentality or arbitral tribunal or quasi-judicial authority that restrain it from performing its duties and obligations under this agreement; and
- (d) No representation or warranty made herein contains any untrue statement based on the facts and circumstances.

18. CIDC will facilitate setting up of a "Centre of Continuing and Extension Education in Engineering" under the School of Technology in AUS Campus and also through other CIDC Centres elsewhere in the country and abroad. The space and logistic support will be provided by AUS which shall be monitor time to time by AUS.

Further, CIDC would also facilitate setting up an Academy of Construction which shall be the joint initiative of CIDC and AUS. The proposed Academy of Construction after its formation shall be governed by the Coordination Council as defined in Clause 2 above and the joint Academic and Research Programmes shall be offered under the auspices of the proposed Academy after approval by AUS.

The structure and the mandate of the Academy shall be decided by the Council; however, following shall be the proposed major Centres of the Academy.

- Institute of Engineering & Technology offering Engineering Diplomas/ Degrees.
- Centre of Workers & Supervisors Training.

[Handwritten signatures]