

Stamp duty of INR 100/- paid vide Certificate No. IN-DL63899728386827X dated 04.04.2025 in Delhi for execution of this Agreement.

AGREEMENT

This agreement (hereinafter referred to as "**Agreement**") is entered into, at New Delhi on this 09th day of April 2025 ("**Execution Date**")

BY AND BETWEEN

National Skill Development Corporation (CIN: U85300DL2008NPL181612), a company incorporated under Companies Act, 1956 having its registered office at 5th and 6th Floor, Kaushal Bhawan New Moti Bagh Sarojini Nagar Delhi-110023 (hereinafter referred to as "**NSDC**" or "**First Party**", which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and assigns) of the FIRST PART;

AND

Atria Institute of Technology is registered as A.S. Kupparaju and Brothers Charitable Foundation Trust and is one of the premier educational institutions of State having its office & campus at 1st Main Rd, Aps Colony, Anandnagar, Hebbal, Bengaluru, Karnataka 560024 India (hereinafter referred to as "**Institution**" or "**Second Party**"), which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and permitted assigns) of the SECOND PART;

AND

Nolan Edutech Private Limited (Masai School) (CIN: U80210KA2019PTC122972.), a company incorporated under Companies Act, 1956 and having its registered office at Ground floor, 1st floor and 2nd floor, Incubex 21, Building No. 1178, 5th Main Road, Sector 7, HSR Layout, Bangalore, Bangalore South, Karnataka, India, 560102 (hereinafter referred to as "**Masai**" or "**Third Party**", which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and permitted assigns) of the THIRD PART;

AND

Indian Institute of Technology, Mandi, an autonomous public technical & research institute and having its registered office at Kamand, District – Mandi, Himachal Pradesh – 175075 (hereinafter referred to as "**IIT Mandi**" or "**Fourth Party**", which expression shall, unless repugnant to the context or meaning the context or meaning thereof, shall include its successors and permitted assigns) of the FOURTH PART;

NSDC, Second Party, Third Party and Fourth Party are hereinafter, wherever the context so requires, referred to individually as "**Party**" and jointly as "**Parties**".

WHEREAS:

- A. NSDC is a public private partnership and is engaged in the development of futuristic skills to enhance workforce readiness for emerging industry demands.
- B. The Institution is an UGC-recognized Institution, offering education programs at undergraduate and postgraduate levels in Engineering and Management.



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- C. Masai School is engaged in skill training for future tech-jobs ("**Training**").
- D. IIT Mandi is engaged to deliver cutting-edge research, innovation, and provides premier-class education in various fields of engineering and technology.
- E. NSDC, Institution, Masai and IIT Mandi have agreed to collaborate and integrate their respective expertise, skill, resources, and network to offer fee based **Minor courses/Credit Linked Certification** at Next Gen Learning Hubs ("**Collaboration**").
- F. The Parties are desirous of collaborating with each other for setting up "Next Gen Learning Hub" i.e., skill development Hubs within the premises of the Institution ("**Premises**") under the brand of Masai for running various Training programs for the overall benefit of the Candidates of the Institution.
- G. This Agreement is being executed to fulfil this purpose, subject to the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS:

A. Definitions: The following terms used in this Agreement will have the meaning assigned below:

- (a) **Abandonment** in respect of Institution means any act or omission by Masai which leads to Masai not providing Services contemplated herein at Institution, and the words '**abandon**', '**abandons**' and its other grammatical variations shall be construed accordingly.
- (b) **Affiliate** means a Person who controls, is controlled by, or is under the common control with a Party and "control" in relation to a Person shall mean: (i) the acquisition or control of more than 50% (fifty per cent) of the voting rights / interest or of the issued share capital of such Person (on a fully diluted basis); or (ii) the right to appoint and/or remove all or the majority of the members of such Person's board or other governing body; or (iii) having the power to direct the management or policy decisions of such Person, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights / interest or by contract.
- (c) **Agreement** means this Agreement (as from time to time amended, modified or supplemented) and includes all schedules, exhibits, annexures and/or any supplements or amendments to this Agreement executed in writing by the Parties.
- (d) **Applicable Clearances** means all necessary authorisations, licenses, exemptions or concessions required under Applicable Laws.
- (e) **Applicable Laws** means any statute, enactment, law, regulation, ordinance, license conditions, rules, judgments, orders, decrees, bye-laws, approvals of any Government Authority (whether in India or outside India), directive, notifications, circulars, guidelines, requirement or other governmental restrictions or any similar form of decision and/or interpretation having the force of law on any of the foregoing by an authority having jurisdiction over the matter in question, whether in effect as on the date of this Agreement or at any time hereafter and includes Prevention of Money Laundering Act ("PMLA") Rules and includes all amendments to the above-stated Applicable Laws from time to time;
- (f) **Assets** mean the assets deployed by Masai for setting up the Next Gen Learning Hubs at the Institution.



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- (g) **Campus Manager** shall mean designated personnel authorized by Masai for the Institution for the purpose of managing the Next Gen Learning Hubs established in the Institution.
- (h) **Next Gen Learning Hubs** means the Hub that will be established by Masai in the Institution for the purpose of this Agreement.
- (i) **Confidential Information** means and includes all non-public information, of any kind whatsoever, which is disclosed by a Party or its Representative(s) ("**Disclosing Party**"), whether in writing, verbally or by any other means, including technical, business, commercial, strategic or financial information, studies, specifications, software, know-how, secrets, customer's, prospects, employees and any other information disclosed to or acquired by the other Party or its Representative(s) ("**Receiving Party**") pursuant to or in connection with this Agreement.
- (j) **Force Majeure Event** includes occurrence of events which are beyond the reasonable control of a Party, materially affects the performance of any of the obligations under the Agreement and could not have been avoided even by using best efforts and includes Acts of God; or natural catastrophes such as earthquakes, floods; or epidemics, wars, civil disturbances, acts of terrorism, prohibitions or enactments of any kind, import or export regulations, exchange control regulations, strikes, fire etc.
- (k) **Government Authority** means any ministry, department, board, or any governmental instrumentality directly or indirectly under control of any central, provincial, local government (whether in India or outside India), and includes any court, tribunal, or judicial or quasi-judicial body having jurisdiction.
- (l) **Institution Representative** shall mean designated personnel authorized by the Institution as a point of contact for the purpose of this Agreement.
- (m) **Intellectual Property Rights (IPRs)** means any rights in or in relation to any patent, copyright, design, logo, utility model, trade mark (whether registered or not and includes rights in get up or trade dress), brand name, service mark, trade name, eligible layout right, chip topography right, software database rights and any other rights of a proprietary nature, existing anywhere in the world, whether registrable or not.
- (n) **NSDC Representative** shall mean designated personnel authorized by NSDC as a point of contact for the purpose of this Agreement.
- (o) **Representative(s)** means directors, officers, agents, contractors, partners, employees or representatives employed or engaged by either Party duly authorised by the said Party and/or any person/entity having a business relationship with such Party.

B. Interpretations - In this Agreement, unless specified otherwise: (a) "include" means "including without limitation", (b) singular includes plural, and vice versa, (c) reference to one gender includes the other, (d) reference to a statute or a statutory provision include its amendments, modifications, re-enactments and consolidations, (e) the Parties have negotiated this Agreement in good faith and have jointly drafted the Agreement, and accordingly, the rule of construction that an agreement should be interpreted against the Party responsible for drafting it will not apply to this Agreement, and (f) In the event of any conflict between the terms in the main body of this Agreement and the Annexures to this Agreement, the terms in the Annexures of this Agreement will prevail to the extent such terms are incapable of harmonious construction.

2. SCOPE OF WORK, RIGHTS & OBLIGATIONS OF THE PARTIES AND FINANCIALS:

- 2.1 The Parties agree to perform their respective roles and obligations using necessary skill, expertise and infrastructure in accordance with the Scope of Work and Financials as specified in Annexure 1, Annexure 2 and Annexure-3 of this Agreement.
- 2.2 NSDC may discharge all or any of its roles and obligations either itself and / or through NSDC approved Sector Skill Council(s) and/or NSDC approved Training Provider(s).



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- 2.3 Unless otherwise specified in this Agreement, NSDC shall not be liable to bear any cost, charges, expenses or payment in any manner.
- 2.4 Notwithstanding anything contained herein or any other document, NSDC takes no responsibility and shall not be held liable for any action, omission etc. of any third party including but not limited to training partners (TPs), industry/organisations, entities, candidates etc. whether associated/affiliated with or referred by NSDC or not, and Second Party, Third Party and Fourth Party hereby agrees to indemnify NSDC and keep NSDC indemnified in this regard.

3 RELATIONSHIP:

- 3.1 Nothing contained herein shall be construed as creating a partnership or a joint venture or a principal - agent or an employer-employee relationship between the Parties. The term "Parties" here also includes their respective Representatives. The Parties acknowledge that they are not related as per the provisions of the Applicable Laws and this Agreement is entered into on arms-length basis.
- 3.2 Neither Party or its Representatives shall make any warranty or representation on behalf of the other Parties or the services which other Parties provides without the prior written authorization of such other Party.
- 3.3 Notwithstanding any provision of this Agreement, this Agreement is not intended to and does not grant the status of NSDC's affiliated Training Partner to Second Party, Third Party and/or Fourth Party. Second Party, Third Party and/or Fourth Party acknowledges and takes note that a separate agreement is executed by NSDC with the concerned entity in accordance with the NSDC's internal policies and guidelines including Funding and Non-Funding Guidelines for the purpose of granting the status of NSDC's affiliated Training Partner to such entity.

4 TERM AND TERMINATION:

- 4.1 The term of this Agreement shall commence Execution Date and remain in force for a period of 5 (five) years thereafter ("**Term**"), unless terminated earlier in accordance with the terms of this Agreement. The Term of the Agreement can be further extended in accordance with mutual consent of the Parties.
- 4.2 In case of non-adherence to any provision of this Agreement by any Party ("Erring Party"), the other Parties ("Innocent Party") may serve a written notice of 30 (Thirty) days period to rectify the non-adherence. In case of continuing non-adherence beyond 30 (Thirty) days of notice, Innocent Party shall have the right to terminate this Agreement without any further notice or liability excluding the rights/obligations already accrued till the date of termination.
- 4.3 Notwithstanding anything contained in this Agreement or any other document, either Party may terminate this Agreement any time at its convenience by giving 30 (Thirty) days written notice to other Party.
- 4.4 Notwithstanding anything to the contrary contained in this Agreement, Parties agree that either Party may terminate this Agreement forthwith in the event of any of the following circumstances:
- (a) Other Party suffers an insolvency or bankruptcy event;
 - (b) Breach of Applicable Laws, confidentiality provisions or infringement of IPRs by other Party;
 - (c) Either Party suffers a change of Control, or the whole or substantial part of business is transferred to a third party, as a consequence of which such Party is unable to perform its obligations under the Agreement;
 - (d) Any material breach which is not capable of being remedied or otherwise the Party is of the opinion that continuance of this Agreement would prejudice its interests; or
 - (e) In case Force Majeure Event continues for a period of 60 (Sixty) days.
- 4.5 Excluding the rights/obligations already accrued till the date of termination, under no circumstances shall either Party be liable for any payment, termination fees, damages or any liability of any nature whatsoever on account of termination of this Agreement for any reason.



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4.6 Notwithstanding anything contained in this Agreement, termination or expiry of this Agreement for any reason will be without prejudice to any accrued rights and remedies of either Party or any rights or obligations of the Parties that are intended to survive termination.

5 REPRESENTATIONS AND WARRANTIES:

5.1. Each Party represents and warrants to the other Party that:

- (i) It validly exists under Applicable Laws, and has the power and authority to carry on its business in India;
- (ii) It has the power to enter into this Agreement and comply with its obligations under this Agreement and it has not suffered any insolvency event;
- (iii) It has full capacity and all approvals, necessary permissions, consents and licences to enter into and to perform its obligations under this Agreement;
- (iv) It shall comply with all Applicable Laws for and while performing its obligations under this Agreement;
- (v) The execution of this Agreement does not contravene the provisions of any Applicable Law or regulation or agreement or document to which it may be or may have been a party;
- (vi) It shall not, in performance of its obligations under this Agreement utilise any development, innovation, improvement or trade secret in which it does not have a proprietary interest, or other necessary rights for such utilisation;
- (vii) Upon signing of this Agreement, this Agreement shall be legally binding on it and shall be legally enforceable against it;
- (viii) Neither it nor any of its Representatives involved in the execution of this Agreement, have been convicted of or pleaded guilty to a criminal offence, including one involving fraud, corruption, or moral turpitude, or is subject to any government/ legal investigation for such offences which prevents the execution of this Agreement;
- (ix) This Agreement is being executed by its duly authorised representative;
- (x) It shall comply with all Applicable Laws and has obtained all Applicable Clearances and that they are valid and shall be renewed from time to time (as required under the Applicable Laws);
- (xi) It is not subject to any obligation, claim or action, threatened or pending before any Government Authority including court or arbitrator that may prevent it from entering into this Agreement; and
- (xii) It owns or has all necessary rights in, all its IPRs which will not, at any time, require any additional license or consent from third party(ies) for use of such IPRs, and no claim or action exists against it alleging infringement of third party IPRs.

6. INTELLECTUAL PROPERTY RIGHTS:

- 6.1. Nothing in this Agreement will function to transfer either Party's Intellectual Property Rights to the other Party.
- 6.2. Each party will retain exclusive interest in and ownership of its Intellectual Property Rights developed before this Agreement or developed outside the scope of this Agreement.
- 6.3. Notwithstanding anything stated in this Agreement or any other document, all Intellectual Property Rights developed under / during the course of this Agreement in any form shall vest with the respective Party developing such IPR. Except otherwise specifically agreed, a Party may use the IPRs of other Party for the limited purpose as envisioned under this Agreement with prior written consent of such other Party.
- 6.4. In case either Party or its Representatives carry on any function associated with this Agreement through any link or website or advertisement or in any other manner mentioning other Party and/or its Representatives, it shall require prior written approval of such other Party in accordance with the below mentioned requirements:



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- A. For media and social media and press releases and outreach activities, prior written approval is required.
- B. For academic activities/ business pitch and prospective client discussion, only information sharing is needed

7 INDEMNITY:

- 7.1 Neither Party shall be liable for any consequential, incidental, special, indirect, exemplary or punitive damages, claim for any loss of profits, revenue or business, regardless of the nature of the claim, even if the other Party has been notified of the possibility of such damages/claim.
- 7.2 The above exclusions from liability set forth in this clause shall not apply:
 - (a) in case gross negligence or wilful misconduct; or
 - (b) to any liability arising out of corrupt or fraudulent conduct.
- 7.3 Without limiting any other rights which NSDC may have under this Agreement and under law, Second Party, Third Party and Fourth Party shall indemnify, defend, hold harmless and keep indemnified NSDC, its Affiliates and Representatives (collectively "**Indemnified Party**") from and against any claim or loss including without limitation, fines, penalties, fees, damage, costs (including legal fees and expenses), liability (whether criminal or civil) suffered and/or incurred by Indemnified Party, arising from or in connection with the performance of obligations by Second Party, Third Party and Fourth Party under this Agreement or due to any breach of the terms and conditions of this Agreement including any covenants, obligations and representations and warranties of Second Party, Third Party and Fourth Party, or with any Applicable Laws and regulations governing the performance of obligations herein by the Second Party Third Party and Fourth Party.
- 7.4 The provisions of this clause shall survive the termination or expiry of this Agreement.

8 FORCE MAJEURE:

- 8.1 Neither Party will be liable for any loss or damage resulting from delay or failure to perform any of its obligations within the time specified as a result of Force Majeure Event.
- 8.2 In the event of a Force Majeure Event, the affected Party will be excused from performance during the existence of the Force Majeure Event provided the affected Party informs the other Party about such Force Majeure Event immediately but not later than 5 business days of its occurrence, and the date of performance of the obligation including obligation to pay will be extended for a period of time equal to the impact of the delay on the schedule. When a Force Majeure Event occurs, the affected Party shall notify the other Party in writing of the existence of the Force Majeure (the "**Force Majeure Notice**"), and all the Parties will attempt to mitigate the effect of the Force Majeure as much as possible. If such Force Majeure Event shall continue for more than 60 (sixty) days from the date of the Force Majeure Notice, all the Parties shall have the right, upon written notice to the other Party, to terminate this Agreement.
- 8.3 The above is without prejudice to the rights and obligations already accrued to the Parties as a result of their performance or failure to perform, either in whole or in part pursuant to the terms of this Agreement, prior to the occurrence of events of Force Majeure Event.

9 CONFIDENTIALITY:

- 9.1 Subject to the exceptions provided in this Clause hereinafter, Parties at all times, will keep all Confidential Information, whether marked or not as Confidential Information, received and / or generated under this Agreement confidential, and shall not use the Confidential Information except for the purpose of this Agreement, will not disclose to any third person any such information with respect to the Agreement hereunder. Parties will also ensure that its Representatives are provided access to Confidential Information of Disclosing Party only on a



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need-to-know-basis and solely for the performance of this Agreement and such Representatives will be required to protect such Confidential Information against unauthorized disclosure in a manner no less protective than under this Agreement.

9.2 Exceptions: Confidential Information will not include information:

- a) which is required to be disclosed pursuant to any Applicable Law provided only to the extent required to be disclosed, and subject to the Disclosing Party is given a reasonable opportunity, where legally permissible, to seek a protective order in respect of such Confidential Information and such Confidential Information disclosed will continue to remain subject to confidentiality obligations;
- b) to the extent to which it is specifically permitted by the other Party in writing;
- c) to the extent that the Confidential Information is publicly available (other than as the result of a breach by such Party of its confidentiality obligation under this clause – “Confidentiality”);
- d) to its Representatives or employees, officers, professional advisors, but strictly on need to know basis to the extent necessary and subject to such employees, officers etc. accepting an equivalent confidentiality obligation to that set out in this clause – “Confidentiality”;
- e) that was known without obligation of confidentiality prior to disclosure by the Disclosing Party or independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party; or
- f) that is disclosed to the Receiving Party by a third Party legally entitled to make such disclosure without violation of any obligations of confidentiality as entailed in this Agreement or otherwise.

9.3 Upon written request at the expiration or termination of this Agreement for any reasons as provided for in the Agreement, all Confidential Information (and all copies thereof) or any other material will be returned to the Disclosing Party or will be destroyed, with written certification thereof, and Receiving Party shall cease to use any such information or materials with immediate effect for any purpose whatsoever.

9.4 Further, during the course of this Agreement, Each Party shall also gain access to personal information relating to the candidates. Each Party shall use the personal information only in connection with the performance of this Agreement and take all reasonable steps to prevent the misuse or loss of and unauthorized use, modification, access and disclosure of personal information by it. Further, the personal information shall be shared by each party only, on a need to know basis, with such third parties who need access to such information under the Agreement. Each Party shall take all reasonable steps to ensure that the candidate's personal information is protected by such third parties and shall be solely liable for any misuse caused by them. For the purposes of this clause 9, "personal information" has the same meaning as that which is given to this term under the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011, Digital Personal Data Protection Act, 2023 as applicable in India and as may be amended from time to time and shall include any information related to the candidate as may be provided to each Party.

9.5 Each Party acknowledges that a breach of this Clause may result in irreparable harm to the other Party for which monetary damages may not provide a sufficient remedy. Accordingly, the aggrieved Party may seek equitable relief or injunctive relief in relation to such breach.

9.6 The provisions of this clause shall survive the termination or expiry of this Agreement.

10 ASSIGNMENT OR SUB-CONTRACTING:

The obligations herein shall bind not only the Parties but also their respective executors, legal representatives, administrators, successors etc. Second Party, Third Party and Fourth Party shall not be entitled to transfer, assign or sub-contract (except as specifically provided hereunder) any of its obligations herein to any entity including its Affiliate(s) without the written approval of all other parties. NSDC shall be entitled to assign the Agreement or any part thereof, or any right,



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benefit or interest therein or there under, to any third party without the consent of the Second Party, Third Party and Fourth Party.

11 **NOTICES:**

Any notice to be served on the Parties under this Agreement shall be deemed to be properly served on the same day if delivered personally; or in 3 (three) days from the date of posting if delivered by Speed Post or Registered Post with Acknowledgement Due, as the case may be, at their respective addresses mentioned below:

To - NSDC:

National Skill Development Corporation

Attention: CEO

Address: 5th and 6th Floor, Kaushal Bhawan New Moti Bagh Sarojini Nagar Delhi-110023

To - Institution:

Atria Institute of Technology

Attention: Principal

Address: 1st Main Rd, Ags Colony, Anandnagar, Hebbal, Bengaluru, Karnataka 560024

To - Masai:

Nolan Edutech Private Limited

Attention: CEO

Address: Ground floor, 1st floor and 2nd floor, Incubex 21, Building No. 1178, 5th Main Road, Sector 7, HSR Layout, Bangalore, Bangalore South, Karnataka, India, 560102

To - IIT, Mandi

Indian Institute of Technology, Mandi

Attention: Director, IIT Mandi

Address: Kamand, District-Mandi, Himachal Pradesh - 175075

12 **SETTLEMENT OF DISPUTES:**

- 12.1 All or any dispute, controversy, claim or disagreement arising out of or touching upon or in relation to the terms of this Agreement or its termination, breach, invalidity, including the interpretation and validity thereof and the respective rights and obligations of the Parties hereof, that cannot be amicably resolved by mutual discussion within 30 (thirty) calendar days, shall be settled as per the provisions of the Arbitration and Conciliation Act, 1996 which shall be final and binding arbitration. The proceedings of the arbitration shall be in accordance with the Rules of Arbitration of the Indian Dispute Resolution Centre ("IDRC") which rules are deemed to be incorporated by reference in this clause and the award made in pursuance thereof shall be binding on the Parties.
- 12.2 During the pendency of any dispute resolution exercise whether by negotiations or otherwise, the Parties shall be bound by the terms of this Agreement and shall continue to perform their respective obligations not under dispute under this Agreement.
- 12.3 Notwithstanding anything to the contrary in this Agreement, each Party will be entitled to seek preliminary or final injunctive relief in any court of competent jurisdiction located at New Delhi. Any action for injunctive relief will not be subject to arbitration.

13 **GOVERNING LAW AND JURISDICTION:**

- 13.1 This Agreement shall be governed by and construed in accordance with the laws of India.



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13.2 Subject to clause 12.1, the Courts at New Delhi will have the exclusive jurisdiction to entertain and try any dispute hereunder.

14 MISCELLANEOUS PROVISIONS:

14.1 Use of logos:

Notwithstanding anything contained in this Agreement, any other document or communication, the use of the name, logo and/or official emblem etc. of either Party or any scheme implemented by it in any publication, document, paper, website or any other platform or mode is allowed only, after seeking explicit prior permission in writing from the Party who is the owner of such logo, emblem etc. Such permission may be given by such Party at its sole discretion which may further be subject to any condition which such Party considers appropriate.

14.2 Severability:

Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement.

14.3 Amendment:

The terms and conditions of this Agreement shall not be changed or modified except by written amendment mutually agreed by the Parties.

14.4 Entire Agreement:

This Agreement constitutes the entire agreement between the Parties, and revokes and supersedes all previous agreements between Parties, if any, concerning the matters covered herein whether written, oral or implied. All rights and remedies covered hereunder is available only to the contracting Parties of this Agreement and no third party shall be deemed to be privy to this Agreement or any provision hereof.

14.5 Waiver:

The failure of a Party to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Agreement or the rights of the that Party hereto.

14.6 Survival:

Any provision of this Agreement which either expressly or by their nature extend beyond the expiration or termination of this Agreement will survive such expiration or termination, including without limitation, Clause on Indemnity, Confidentiality, IPRs, Dispute Resolution, Survival etc.

14.7 Ethics and Anti-Corruption:

Parties will adopt appropriate processes to prevent offering any illegal gratification in the form of bribes or kickbacks either in cash or in kind in the course of all dealings with each other and engage in an ethical manner with the highest business standards. Any instances of such violations will be taken in a serious manner, and Parties reserve the right to take all appropriate actions or remedies as may be required under the circumstances.

14.8 Inventory

After the complete set up of the Next Gen Learning Hubs, an inventory of all the infrastructure details shall be made by Masai along with the Institution in 4 (Four) copies, which is to be further signed by all the Parties/Representatives of the Parties upon verification, and each party shall



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retain a copy. The signed copy of the Inventory shall be construed as a part and parcel of this Agreement at all times.

14.9 Counterparts:

The original executed Agreement shall be retained by NSDC, and a certified copy of the same shall be provided to the Second Party, Third Party and Fourth Party.

The Parties hereto have executed this Agreement as of the date first written above.

<p>For and on behalf of National Skill Development Corporation</p>  <p>Sign:</p> <hr/> <p>Ved Mani Tiwari Chief Executive Officer</p>	<p>For and on behalf of Atria Institute of Technology</p> <p>Sign:</p>  <hr/> <p>Dr. Rajesha S Principal</p>	<p>For and on behalf of Nolan Edutech Private Limited</p> <p>Sign:</p>  <hr/> <p>Prateek Shukla Chief Executive Officer</p>	<p>For and on behalf of Indian Institute of Technology</p> <p>Sign:</p>  <hr/> <p>Dr. Tushar Jain Head, CCE</p>
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Annexure 1

Services - Hub for Next Gen Learning

SCOPE OF WORK, RIGHTS & OBLIGATIONS OF THE PARTIES, AND FINANCIALS

Masai Roles and Responsibilities

- 1) Masai will establish Next Gen Learning Hub at the Institutions, subject to minimum enrolments as mentioned in section 2.5 of Annexure 3 of the agreement and will incur capital expenditure required for the said purpose. Masai shall determine the layout, assets required to be deployed, and investment required for setting up of the Hub of Next Gen Learning through the vendors identified by Masai with prior experience.
- 2) Masai to collaborate with vendors for setting up the Next Gen Learning Hubs.
- 3) Masai shall recruit, train, and deploy human resources at Institutions for the purpose of training.
- 4) Masai shall be responsible for the operations of the Next Gen Learning Hubs.
- 5) Instructional Associate for doubt resolution will be deployed by Masai, subject to minimum enrolments are met.
- 6) Masai shall prepare and implement the program curriculum along with IIT Mandi.
- 7) Masai shall ensure training and achieving the desired outcomes of the program.
- 8) Database of all Candidates trained under the Next Gen Learning Hubs will be reported at Skill India Digital Hub (SIDH) by Masai.
- 9) CCTV shall be installed at the Next Gen Learning Hubs by Masai, and the IP Address and access shall be shared with the Institution and NSDC.
- 10) **Masai shall provide One-stop Learning Source:** All the lectures, assignments, AI-enabled videos, and additional learning resources will be available on the LMS.
- 11) **Industry Exposure Platform:** The LMS will serve as a central hub for informing Candidates about upcoming lectures, masterclasses, workshops, and industry events, ensuring easy access and participation.
- 12) **Candidate Performance Records:** The LMS will enable comprehensive tracking of Candidate's performance in academics, external coding platforms, technical interviews, and other relevant areas, providing valuable insights for both Candidates and faculty.
- 13) **Faculty Feedback Mechanism:** Candidates will have the opportunity to provide detailed feedback about their classes and instructors through the LMS. This feedback loop will allow for continuous improvement in teaching methods and course delivery, ensuring a high-quality learning experience.

IIT Mandi roles and Responsibilities

Course Delivery & Assessments:

- (i) Courses to be taught completely by IIT Mandi, need basis IIT Mandi can bring in relevant professors from other IIT's.
- (ii) Class PPTs, Practice Questions and Test Questions will be Provided by IIT Mandi Professors



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- (iii) The evaluations will be set by IIT Mandi professors, and the assessment will happen on Masai's platforms in a proctored setting
- (iv) The evaluations and current grade benchmarks need to be defined for the Candidates before the start of the course because that will help us in establishing what's the meaning of **scoring 70% in a course**

Course Value Addition:

- (i) Organize IIT campus immersion, graduation ceremony and campus orientation experiences. Administrative Cost will be borne by Masai. Travel & Accommodation cost for Candidates attending campus immersion, graduation ceremony and campus orientation will be borne by respective Candidate
- (ii) Host the convocation ceremony for course graduates. (Administrative Cost will be borne by Masai), Travel & Accommodation cost for Candidates attending convocation will be borne by respective Candidate.
- (iii) The Course completion certificate, awarding Minor Certification/Credit Linked Certification by respective IITs on successful completion of the program subject to Candidate meeting the requirements as stipulated by the IITs
- (iv) All Candidates who complete the program will be given status of CCE IIT Mandi Fellow.

NSDC Roles and Responsibilities

- 1) Enrolments to be driven by Skill India Digital Hub (SIDH). Agreed revenue split between the Parties to be enabled by the SIDH.
- 2) Skill Loan: NSDC will facilitate skill loans to the eligible candidates as per applicable guidelines of NBFCs/Banks.
- 3) Perform monitoring operations to ensure high-quality training delivery.
- 4) Awareness and Ecosystem Integration - Facilitate awareness campaigns to promote the joint programs within the skilling ecosystem.
- 5) Program Expansion - Develop and expand certificate programs, advanced certifications, or any other skilling initiatives jointly decided by the parties involved
- 6) NSDC will jointly organize seminars with Masai in all partner colleges to introduce the program, and their dedicated program manager will ensure the participation of college VCs and other decision-makers.
- 7) NSDC will host workshops for college VCs at Kaushal Bhavan to raise awareness of the program.
- 8) NSDC will facilitate meetings with governing bodies as necessary.
- 9) NSDC will expedite the NCVET qualification process from a credit perspective.
- 10) NSDC will assign one dedicated program manager to ensure the smooth functioning of the program.

Institution's Roles and Responsibilities

- 1) The institution shall guarantee minimum of 1000 Candidates will be enrolled in the Next Gen Learning Hubs each academic year. Alternatively, the course offering may commence with a minimum enrolment of **200 [Two Hundred]** Candidates. Upon reaching the milestone of



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1000 (one thousand) enrolments, the process for setting up the Next Gen Learning Hub will be initiated.

- 2) Institution shall provide dedicated Institution Representative, a single point of contact for smooth implementation of the program.
- 3) Institution shall also be responsible for safeguarding the assets against theft, damage or any other such acts at all times, and be liable for any loss arising out of such acts.
- 4) Institution shall provide the necessary facilities like housekeeping facility, power supply with UPS, UPS wiring, generator, internet, and exclusive panel board for the Hub for Next Gen Learning.
- 5) Masai 's experts stationed at Institution as a part of the Next Gen Learning Hubs should be allowed to use the available transport facility at Institution.
- 6) Institution shall ensure the Agreement is passed as a resolution in the Governing Council or the Managing Committee of the institution, or any other suitable authorized governing/management board of the Institution.
- 7) Institution shall work towards minimum attendance of 70% for any Candidate to be eligible to sit for evaluations
- 8) The Institution shall enter into a separate agreement for the non-funded partnership to obtain the status of an NSDC-affiliated Training Partner.

Candidates Role & Responsibilities to be ensured by the Institution:

- 1) **Attendance:** Candidate must attend 70% for all live classes.
- 2) **Assignments:** Candidates must complete 70% of all assignments within the specified timelines announced during the course.
- 3) **Zero Tolerance for Plagiarism:** Candidates are expected to uphold the highest standards of academic integrity. Any work submitted (including, but not limited to, assignments, projects, and code) must be the original work of the Candidate.
- 4) **Consequences of Plagiarism:** Violations of the plagiarism policy will result in immediate disciplinary action, which may include, but is not limited to, a failing grade for the assignment/project, a reduction in overall course grade, disqualification from the internship program, and/or expulsion from the course.
- 5) **Plagiarism Detection:** we reserve the right to use plagiarism detection software and tools to ensure the integrity of submitted work. Candidates may be required to submit their work through such tools as part of the submission process.
- 6) **Code of Conduct: Professional Behaviour:** Candidates are required to maintain a professional demeanour at all times during the course. This includes interactions with instructors, peers, and industry professionals during live lectures, industry masterclasses, and any other course-related activities.
- 7) **Code of Conduct: Respectful Communication:** All communications, whether verbal or written, should be conducted in a respectful and courteous manner. Harassment, discrimination, or any form of disrespectful behaviour will not be tolerated.
- 8) **Code of Conduct: Compliance with Policies:** Candidates must comply with all additional policies and guidelines outlined by the institution and the course. Failure to adhere to these



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policies may result in disciplinary action, up to and including removal from the course and disqualification from the job guarantee program.

- 9) **Internship readiness: Candidates scoring above 7 CGPA** who are eligible for internship opportunities must clear the Resume, Portfolio, GitHub Profiles, and Project presentation assessments to be eligible for internship opportunities
- 10) **Internship Offer Acceptance:** Candidates must be prepared to accept internship offers within stipulated timeframe as mentioned in the offer letter.



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Annexure 2

Courses

IIT Mandi, Masai School and NSDC Academy, have teamed up to introduce jointly certified programs, delivering a comprehensive range of online educational programmes such as short term, long term, advanced and executive certification programmes. These offerings are tailored to empower ambitious young professionals who are dedicated to enhancing their skill sets, reskilling, and upskilling. The primary focus of these online programs is to furnish learners with the knowledge and expertise required to unlock better employment prospects in the tech industry while also nurturing entrepreneurial acumen. Our shared goal is to bridge the gap between industry expectations and industry-aligned education by providing affordable and easily accessible educational programs.

1. Programs covered:

- Minor in CSE and Advanced Technologies - CCE, IIT Mandi
- Minor in Business Analytics - CCE, IIT Mandi
- Minor in Artificial Intelligence - CCE, IIT Mandi
- Minor in Data Science - CCE, IIT Mandi

2. Eligibility

- BTECH Candidates (1,2,3 year)
- BCA, BBA, BSc (1,2 year)
- MTECH, MBA, MCA (1st year)

3. Course Delivery:

Course Delivery and Evaluation: The classes will be delivered live online by IIT Professors and instructors selected by IIT. End Semester Exams will be conducted offline in the presence of faculty and Masai support staff.

Classes, curriculum, and assignments will be managed on Learning Management System by Masai School, which will serve as a comprehensive platform designed not only to facilitate academic learning but also to nurture Candidates into industry-ready professionals and track Candidates' performance in all areas. Here are the key aspects:

a) Course Delivery Schedule

- Availability of IIT faculty is largely on weekends, hence live classes will be conducted on Saturdays, followed by practical sessions.
- Live doubt resolution sessions by IIT research faculty will be available on weekdays after 7 PM, exact day and timing will be communicated. Students can attend remotely from their homes or hostels.
- Significant co-ordination and calibration in the schedule will be needed by academic teams to make this program a success.

b) One-stop Learning Source: All the lectures, assignments, AI-enabled videos, and additional learning resources will be available on the LMS.

c) Industry Exposure Platform: The LMS will serve as a central hub for informing Candidates about upcoming lectures, masterclasses, workshops, and industry events, ensuring easy access and participation.



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- d) **Candidate Performance Records:** The LMS will enable comprehensive tracking of Candidate's performance in academics, external coding platforms, technical interviews, and other relevant areas, providing valuable insights for both Candidates and faculty.
- e) **Faculty Feedback Mechanism:** Candidates will have the opportunity to provide detailed feedback about their classes and instructors through the LMS. This feedback loop will allow for continuous improvement in teaching methods and course delivery, ensuring a high-quality learning experience.
- f) **Fellow Network Integration:** The LMS will facilitate connections with fellows, providing current Candidates with mentorship opportunities, career guidance, and networking prospects for professional growth.
- g) **Gamification Elements:** Incorporating gamification features such as badges, leaderboards, and challenges will enhance Candidate engagement and motivation, encouraging active participation and learning.
- h) **Interactive Discussion Forums:** Interactive discussion forums within the LMS will foster collaborative learning environments where Candidates can engage in meaningful discussions, share insights, and collaborate on projects, enhancing their understanding and retention of course materials.

4. Credits and Offline Exams:

Each program will carry **18 credits**. Exams and evaluations will be created by IITs and conducted at the Hub for Next Gen Learning under the supervision of institution faculties and Masai's subject matter experts. Courses will have mid semester and end semester exams.

5. Internship Opportunities:

Eligible Candidates who achieve a **CGPA of 7 or above** in the respective Minor / Credit linked courses will receive internship opportunities from Masai partner network

6. Program Customization for All Schools:

Our team will collaborate with the institution academic team to tailor the program for various disciplines, ensuring relevance and value.

7. Program Fee:

The course will span three semesters. The course fee structure (highly affordable) is as follows:

- i. First Semester: 7 credits at ₹ 13,000 (Thirteen Thousand Only)
- ii. Second Semester: 8 credits at ₹ 13,000 (Thirteen Thousand Only)
- iii. Final Semester: 3 credits (Project) at ₹ 14,000 [Fourteen Thousand Only]

The total fee for 18 credits course across three semesters is ₹ 40,000 [Forty Thousand only]

8. Upper Cap on Course Fee

Universities are recommended to charge an additional ₹5,000 over three semesters, making the course fee to Rs. 45,000 (forty-Five thousand) to take care of incidental expenses and the collection is distributed as follows:

- i. Semester 1: ₹2,000
- ii. Semester 2: ₹2,000
- iii. Semester 3: ₹1,000



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If a university chooses to charge an amount exceeding this recommended additional fee, it shall be solely responsible for addressing any student queries or concerns related to the additional charges.

9. Collection

- The Institution shall collect the course fee payable by the Candidates ("**Candidate Fees**") for the courses offered under this Agreement into a designated account. Post the collection, the Institution shall implement necessary mandates to ensure that the total amount of course fees is transferred to NSDC.
- The Institute shall ensure that the payment of the Candidate Fees is collected into the Account 5 days from Masai selection mail and Candidate has opted for the program. Additionally, for second and third semester the Institute shall collect and transfer amount to the Account within 5 days of the start of the second and third semester of the Program as enrolled into by the Candidate (this shall not include Institute's own courses) or as may be agreed in writing with Masai.

10. Taxation: Each party shall be responsible for their respective tax obligations arising out of the collection, deduction, and payment of the candidate fees, if applicable.

11. Financials

NSDC shall receive the total amount of course fees from the Institution. Subsequently, NSDC will transfer the funds to IIT Mandi and Masai, in accordance with the already signed agreement for the same program.

12. Masai 's Capital Expenditure:

- Masai shall invest 100% (Hundred percent) for capital expenditure in establishing Hub for Next Gen Learning.
- Costs related to the operations of the Next Gen Learning shall be borne by Masai, expect the explicitly line items that are mentioned to be borne by Institution.
- The expenses incurred for the Annual software licenses renewal costs shall be borne by Masai.

13. Institution's Commitment with respect to Infrastructure:

- Institute to provide 1500-2000 Square feet space to set up Hub for Next Gen Learning
- Institute to bear the electricity and internet charges of the Next Gen Learning Hub.
- Insurance cover for all assets deployed in the Next Gen Learning Hubs shall be borne by Masai.
- Institute to get the approval of academic council to incorporate the Minor programs either as a top up or integrated into the curriculum.

14. Eligibility Test

- Candidates mandatorily to take Eligibility Test to qualify for Minor programs / Credit Linked Program

15. Candidate Seminar for enrolment mobilization

Masai to conduct a seminar on institution campus to introduce (create awareness) of the programs and highlight course benefits. IIT faculty coordinators will join either online or in person, cost associated with this will not be borne by IIT. The institution to source Candidates across

- BTech - 1st, 2nd and 3rd year Candidates (across all branches)



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- MTech, MBA, MCA – 1st year
- BCA, BSc & BBA – 1st & 2nd year

16. Minimum Commitment by Institution with respect Candidate Enrolment:

The Institution agrees to ensure a mutually agreed minimum enrolment of **1000 (one thousand)** Candidates for the academic year to facilitate the establishment of the Next Gen Learning Hub at the institution. Alternatively, the course offering may commence with a minimum enrolment of **200 [Two Hundred]** Candidates. Upon reaching the milestone of **1000** (one thousand) enrolments, the process for setting up the Next Gen Learning Hub will be initiated.

17. Faculty Training:

Complimentary training to **two faculty members per program** through a combination of a **one-week offline workshop at IITs** and one month of scheduled online training.

18. Subject Matter Expert Appointment:

A Subject Matter Expert (SME) will be appointed by Masai available at institution campus to provide offline, in-person support for Candidates, subject to minimum number of students are enrolled from the institute.

19. Start Date:

University shall initiate these programs from **April 2025**, with all formalities and faculty training to be completed beforehand.

20. Campus Immersion for Candidates:

- a) **3 to 5 days of campus immersion** will be provided to Candidates who will score 6 CGPA or more in the first semester. Candidates have to bear the travel and accommodation costs. Masai will bear the administrative costs at the campus.
- b) Upon successful completion of the course by the Candidate in accordance with the criteria established by respective IITs, the Candidate shall be entitled to receive a Course Completion Certificate (**Minor Certification**) or (**Credit Linked Certification**) as **applicable along with** fellow status and access to the fellow community of the respective IIT.

21. Course Drop off / Refund

The institution acknowledges and understands that the Candidates will not be able to cancel or terminate their subscribed Courses or seek a refund for the said Courses. Candidates shall be required to fully commit to the Course until they receive their course completion certificate.



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ANNEXURE – 3 **SPECIAL CONDITIONS OF THE AGREEMENT**

1. TRAINING, METHODOLOGY AND CERTIFICATION

- 1.1 The Institution shall identify and allocate a designated area within its Premises for the establishment of the Next Gen Learning Hubs.
- 1.2 The Next Gen Learning Hubs shall be established at the Designated Area with the infrastructure facilities. In case of increase in the numbers of minimum Candidates sourced by the Institution and incremental inflow of subscription fees, capital expenditure and infrastructure facilities can be increased in accordance with the number of Candidates based on mutually agreed terms between the parties. The same shall be included in the agreement as an addendum, which is to be considered as a part of the Agreement.
- 1.3 Masai shall in association with IIT Mandi provide the courses as enlisted under **Annexure 2** of the Agreement.
- 1.4 Masai in association with IIT Mandi shall prepare and circulate course curriculum specifying the details of each course along with timelines and share it with the Institution and NSDC before the commencement of each course.
- 1.5 The virtual Training shall be conducted by Masai in association with IIT Mandi where Next Gen Learning Hubs are established as a part of this Agreement.
- 1.6 The Institution shall provide the required cooperation and assistance to Masai in completion of the enrolment process of the Candidates.
- 1.7 Masai shall submit a list of Candidates enrolled for each course to NSDC and IIT Mandi prior to commencement of the Training.
- 1.8 Masai shall provide all support needed for imparting the necessary training to the Candidates mobilized by the Institution.
- 1.9 Each Training program of specified duration will be carried out in accordance with the terms laid down under this Agreement.

2. COVENANTS

2.1 Time Frame

- (a) Masai and the Institute agree to set up the Next Gen Learning Hubs and start the operations within 2 (two) months from the Execution Date. The Parties may by way of an addendum agree to extend the abovementioned period.

2.2 Branding

- (a) The proposed Hub shall be branded as **“Next Gen Learning Hub - Powered by NSDC, IIT Mandi and Masai”**.

2.3 Asset Ownership and Transfer

- Masai shall have ownership of all the assets invested in by Masai or deployed for setting up of the Next Gen Learning Hubs at the Institution. Upon termination of the Agreement, Masai shall have the right to deal with the Assets in the manner it deems fit, including disposing off the assets by way of auction, private sale, or deploying the same at an alternate location of its choice.
- Masai shall have the obligation to maintain the Assets at all times during the term of the Agreement, subject to normal wear and tear.



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- Institution shall have the obligation to safeguard all the assets and the premises at all times. This shall include but not be limited to installation of CCTV cameras to monitor the Assets, deploying security personnel to protect the Assets, restricting access to the Next Gen Learning Hub, maintaining logs of people entering and exiting the Next Gen Learning Hubs at the Institution, providing electric sockets which are in perfect working order, regularly checking electrical sockets to verify the conditions of the same, providing secure Wi-Fi access, prohibiting the Candidates from connecting external devices to the Assets (except as permitted by Masai in writing) etc.
- The right of possession of the assets till the completion or termination of the Agreement shall vest with Masai after which Masai may deal with the Assets in a manner it deems fit.
- After the completion of five (5) years from the establishment of the Next Gen Learning Hub, asset ownership shall be transferred to the Institution, subject to the fulfilment of minimum enrolment requirements for each year.
- All the certificates provided shall be to the Candidates as e-certificates and under no circumstances hard copies of the certificates shall be given.

2.4 Smooth Implementation

- The Institution shall provide adequate and suitable space for the establishment of the Next Gen Learning Hub, along with necessary infrastructure, including adequate internet connection, uninterrupted electricity supply, and appropriate security measures to ensure the safety of Assets and smooth functioning of the Next Gen Learning Hub.
- Additionally, the Institution shall take all reasonable measures to maintain the Premises and Next Gen Learning Hub in good condition and provide any ancillary support required for the effective operation of the Next Gen Learning Hub.
- The Institution shall share the course details with the Candidates in such manner as may be communicated by Masai.
- Parties shall meet quarterly on mutually agreed dates and review the program/progress and take action to remove the difficulties or constraints, if any, for smooth and efficient functioning and implementation of the program.
- By signing this Agreement, the Institution recognizes that the fee charged is a fair estimate of the expenditure incurred by Masai for establishing the infrastructure, designing and the efforts undertaken by Masai for developing the program content, acquiring the necessary principal licenses, hardware, providing the course material and for arranging lectures by certified experts in the current technologies including placement assistance to eligible Candidates trained by Masai.

2.5 Minimum Enrolment

The Institution agrees to ensure a mutually agreed minimum enrolment of **1000 (One thousand) enrolments** for the academic year to facilitate the establishment of the Next Gen Learning Hub at the Institution. Alternatively, the course offering may commence with a minimum enrolment of **200 (Two Hundred)** Candidates. Upon reaching the milestone of **1000 (one thousand)** Candidates, the process for setting up the Next Gen Learning Hub will be initiated.



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2.6 No Refunds due to Course Withdrawal

- a) It is expressly agreed that, except in the case of the Candidate's demise, Masai will not be liable to provide any refund or reimbursement of any fees, payments, or amounts paid by the Candidate under any circumstances, including but not limited to: (a) Voluntary withdrawal or dropout by the Candidate from the course, program, or any academic activity; (b) Non-attendance, non-participation, or incomplete attendance by the Candidate; (c) Any other personal or academic reasons leading to the Candidate's decision to discontinue or abandon the course or program; (d) Any other event or situation, including administrative or operational changes, which may lead to the Candidate's discontinuation or abandonment of their studies, except as expressly provided herein.
- b) The Institution hereby acknowledges and agrees that it shall inform all Candidates prior to the enrolment in Next Gen Learning Hub, in a clear and comprehensible manner, of the Masai's policy regarding refunds. Such notification shall be provided to each Candidate at the time of enrolment and shall be reiterated prior to the commencement of any course or program offered by the Institution.

3. RECORDING, REPORTING AND MAINTENANCE OF ASSETS

3.1 Recording:

- a) Masai and the Institution shall maintain complete and accurate books and records for the Agreement, including records reflecting the number of Candidates enrolled per course, details of the Candidates, attendance for each day, details of the course, curriculum of the Training. The records must be maintained for at least three years after the termination of the Agreement.
- b) Masai and the Institution shall maintain the database of all Candidates trained at the Next Gen Learning Hubs. This includes without limitation names, age, courses enrolled, attendance and grades.
- c) Masai shall maintain the record of the deployment of assets and other resources for the purpose of setting up a Next Gen Learning Hubs at the Institution.

3.2 Reporting:

- a) Masai shall report the database maintained of all Candidates trained at the Institution on the SIDH.
- b) Masai shall submit monthly periodic reports to the IIT Mandi / NSDC Representative, reflecting the progress of each course, the response of the Candidates, attendance and any other additional information as may be required by IIT Mandi / NSDC from time to time to monitor the progress of each Training under this Agreement.

3.3 Maintenance of Assets:

- a) The Parties hereby agree that the Institute and Masai shall be responsible for the maintenance of the Hub for Next Gen Learning in good working order and condition, reasonable wear and tear excepted.
- b) The Institution shall be liable to compensate Masai School for any damages to assets resulting from **negligence beyond normal wear and tear**. The damage amount will be calculated considering the **depreciating value** of the asset as per standard depreciation norms.



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- c) Masai shall obtain insurance for the entire value of the Assets, and keep the Assets insured at all times during the term of this Agreement. The insurance policy shall identify Masai as co-insured, and any proceeds from insurance shall be transferred in full to Masai.
- d) The Institution shall be responsible for making good any loss of or any damage done at the Next Gen Learning Hubs on account of mishandling and negligence by the Institution personnel.

4. REVIEW MEETINGS

- 4.1. The Parties shall hold one review meeting to review and assess the performance of the other Parties under this Agreement, in each quarter commencing from the Execution Date during the Term of this Agreement (hereinafter referred to as the “**Review Meetings**”) The representatives assigned by each Party shall mutually decide the date and venue of the Review Meeting and circulate appropriate notice and agenda to ensure that the objective for convening the Review Meeting is achieved. Representatives of each Party shall aim to:
 - a) Review and discuss the progress of the courses in accordance with this Agreement,
 - b) Training arrangements and any particular areas of concern;
 - c) Any other incidental matters that the Parties may think necessary.
- 4.2. In the Review Meeting, the decisions shall be finalized based on the consensus of all the Parties.

5. ANTI-HARASSMENT POLICY

- 5.1. The Parties hereby agree that an environment of mutual respect for the rights and dignity of others is required to fulfil the purpose of this Agreement. The Institution and its representatives shall encourage the Candidates of the Institution to form, hold, and express their own beliefs and opinions.
- 5.2. Institution and its representatives' exercise of free expression shall not interfere with the acknowledged rights of Candidates, and other personnel to be free from derogatory or other objectionable conduct of a physical or verbal nature, based upon religion, race, color, national origin, age, sex, height, weight, marital status, sexual orientation, or disability where such conduct has the purpose or effect of substantially interfering with said person's education, or creating an intimidating, hostile or offensive educational environment.
- 5.3. Parties hereby agree that any such conduct shall be considered harassment. Harassment of any kind will not be tolerated, and swift, appropriate, and firm disciplinary action will be taken against the responsible Party, and the person found to have violated this policy against harassment. Based upon the seriousness of the offence, disciplinary action against the personnel may include verbal or written reprimand, suspension, or termination of the Agreement. This Agreement may be terminated, basis mutual consent of all Parties based on the seriousness of the offence.
- 5.4. Parties shall ensure its representatives, contractors, and any other personnel hired for the fulfilment of the terms of this Agreement, fully adhere to the provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.
- 5.5. Violation of this clause shall result in termination of this Agreement and imposition of fine and penalty on the Party responsible for the Person who commits such Harassment.



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5.6. Institution shall ensure the safety of the Campus Manager working in the premises of the institution at all times, and it shall also include the provision of a peaceful and suitable work environment. Masai shall not at any point of time tolerate any sort of harassment or any such acts towards its personnel, and in the event of which, Masai shall initiate necessary legal actions.

6. LIQUIDATED DAMAGES

6.1. Masai shall be entitled to receive from Institution and the Institution shall pay the liquidated damages as specified in this clause for breaches identified.

6.2. Institution acknowledges and agrees that the liquidated damages specified in this clause represent a genuine pre-estimate of the loss likely to be incurred by Masai due to a breach by Institution. The Parties agree that these liquidated damages are reasonable and proportionate to the anticipated harm caused by the breach and are not intended to act as a penalty.

6.3. The institution shall be liable to pay the liquidated damages specified under this clause within 15 (fifteen) days from the date of Masai's written notice of the breach.

6.4. The liquidated damages specified under this clause shall be without prejudice to any other remedies or rights available to Masai under applicable law, including the right to seek injunctive relief, specific performance, or other equitable remedies.

6.5. The liquidated damages payable by the Institution for any breach of this Agreement shall be calculated as follows:

6.5.1. For non-fulfilment of the payment obligations set out under **Annexure 2** of the Agreement: deficit amount and penalty calculated day wise at 12% per annum on the pending payments (due to non-transferrable of course fees by Institution to NSDC) payable to Masai during which such default continues i.e., $\text{Penalty} = [\text{Amount receivable} \times 0.12 \text{ (12\% annual interest)} / 365] \times \text{Number of delayed days}$.

6.5.2. For breach of the representations and warranties of the Institution: as may be determined by Masai



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