

Stamp duty paid vide Certificate No. IN-DL26606727155042W dated 11.01.2024 in Delhi for execution of this Agreement.

Agreement

This agreement (hereinafter referred to as “**Agreement**”) is entered into, at New Delhi on this 01st day of March 2024 (“**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**”, which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and assigns) of the FIRST PART;

AND

Shobhit Institute of Engineering and Technology is a NAAC “A” Grade Deemed to be University incorporated under Section 3 of UGC Act, 1956 vide MHRD (GOI) Gazette Notification No.F.9-37/2004-U.3 (A) dated 8th November, 2006 and having its University Campus at NH-58, Modipuram, Meerut, U.P (India) - (hereinafter referred to “**Second Party**”, which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and permitted assigns) of the SECOND PART.

NSDC and Second 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 established with the object of developing unskilled and semi-skilled labour force into productive and skilled labour, and to establish, manage, run and support institutes and polytechnics for achieving this objective.
- B. Second Party is engaged in training, skilling and technology for running these courses.
- C. NSDC and Second Party have agreed to collaborate in certain areas where parties agree to bring together their respective expertise, skill, resources and network for their mutual business interest. 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) **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.



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- (b) **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.
- (c) **Applicable Clearances** means all necessary authorisations, licenses, exemptions or concessions required under Applicable Laws.
- (d) **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;
- (e) **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.
- (f) **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.
- (g) **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.
- (h) **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.
- (i) **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 as specified in **Annexure 1**.
- 2.2 NSDC may discharge all or any of its roles and obligations either itself and / or through its associates.
- 2.3 Second Party shall submit periodic reports to NSDC, as may be required by NSDC from time to time to monitor the progress of the work under this Agreement.



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- 2.4 Second Party shall pay fee to NSDC in consideration of services as mentioned in *Annexure 1*. Second Party shall make the payment to NSDC within 30 days of the receipt of invoice from NSDC.
- 2.5 NSDC shall not be liable to bear any cost, charges, expenses or payment in any manner.
- 2.6 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 its associates, industry/organisations, entities, candidates etc. whether associated/affiliated with or referred by NSDC or not, and Second 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 Party or the services which other Party provides without the prior written authorization of such other Party.

4 TERM AND TERMINATION:

- 4.1 The term of this Agreement shall commence Execution Date and remain in force for a period of 5 year 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 a Party ("**Erring Party**"), the other Party ("**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.
- 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:

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;



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- (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 only in NSDC. Second Party shall have no right of any kind over it.
- 6.4 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.
- 6.5 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.

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 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



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performance of obligations by Second 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, or with any Applicable Laws and regulations governing the performance of obligations herein by the Second 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 both 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, both 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 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



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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, Second Party shall also gain access to personal information relating to the candidates. Second 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 Second Party only, on a need to know basis, with such third parties who need access to such information under the Agreement. Second Party shall take all reasonable steps to ensure that the candidates'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 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 Second 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 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 NSDC. NSDC shall be entitled to assign the Agreement or any part thereof, or any right, benefit or interest therein or there under, to any third party without the consent of the Second 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 - Second Party:

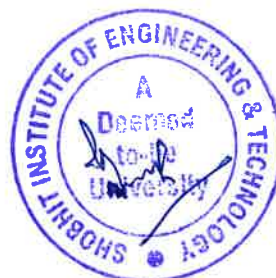
Shobhit Institute of Engineering and Technology

Attention: Registrar

Address: NH-58, Modipuram, Meerut, U.P (India)

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")



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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. The seat and place of arbitration will be New Delhi and the language will be English.

- 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.
- 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 OTHER COVENANTS:

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 Non-Solicitation:

Second Party agrees that during the term of this Agreement and for a period of 05 years following the termination or expiry of this Agreement, Second Party shall not, directly or indirectly to:

- Encourage, solicit, or otherwise persuade any one or more partners, persons, organizations etc. (which are approached under this Agreement/ introduced by NSDC) to terminate their association or deliberation with NSDC in any manner; or
- Solicit, divert, approach, or attempt to solicit, divert, or approach any one or more partners, persons, organizations etc. (which are approached under this Agreement/ introduced by NSDC) for conducting any kind of activity with Second Party whether solely or jointly with one or more third parties.

For the purposes of this clause, Second Party shall include its Directors, Shareholders, Key Managerial Persons, Affiliates, Registrar, Vice-Chancellor, etc.

14.4 Amendment:

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

14.5 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



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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.

14.6 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.

14.7 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.

14.8 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.

14.9 Counterparts:

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

For and on behalf of
National Skill Development Corporation



Sign: _____

Sanjeeva Singh

EVP-Impact Finance and Partnership Management

For and on behalf of
Shobhit Institute of Engineering & Technology



Sign: _____

Dr. Ganesh Bhardwaj

Registrar



Sign: _____

Ajeet Singh

GM-Impact Finance and Partnership Management

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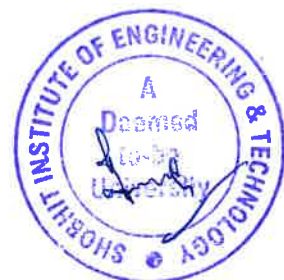
ANNEXURE – 1
GENERAL SCOPE OF WORK, RIGHTS & OBLIGATIONS OF THE PARTIES, AND FINANCIALS

Both parties have agreed to collaborate on multiple initiatives contributing towards making India the Skill Capital of the World. The collaboration aims to jointly facilitate, develop and deliver skill certificate, diploma, degree programs in sectors suiting the needs of industry through implementation under the work integrated learning program/providing internship/apprenticeship opportunities as per NEP 2020 guidelines.

Roles and Responsibilities of NSDC:

NSDC agrees to offer the following comprehensive services to the Second Party. However, all the items listed below may not be binding on either of the Parties. The decision regarding the launch or implementation of any particular product/program will be finalized mutually by both parties during the tenure of the MoU. This decision will depend upon the availability of the product at that particular time and the eligibility of the Second Party. The commercial aspects can be further specified with an additional addendum, as mutually agreed upon by both the parties.

1. Facilitate the initiation of Work Integrated (Apprentice and Internship Embedded) programmes as mutually agreed upon by NSDC and the Second Party.
2. Facilitate the initiation of Industry Integrated Work Integrated B.Voc. programmes.
3. Facilitate the initiation of **minor specialisation program** as mutually agreed upon by NSDC and the Second Party) offered by **IITs** in a mix of synchronous and asynchronous modes.
4. Provide content and facilitate delivery of the skill component of the said programs in blended mode via Skill India Digital Hub (SIDH) through its associated delivery partner as per the approved program schedule by the University.
5. Facilitate **Faculty Development Programs (FDPs)** every year in online/offline mode through the Industry Partner as per the availability of resources and training calendar of the Industry Partner.
6. The assessment of the Skill Component, which encompasses Project Work, On-the-Job Training (OJT), Internship, and Apprenticeship, will be conducted by the Industry Partner or any other relevant body in accordance with the prevailing guidelines subject to periodic updates, in every semester in offline mode.. The hard copies of the assessment sheets will be handed over to the University.
7. NSDC will explore sponsorship of **Centre of Excellence (CoE)** by the Industry Partners within the University Premises which will also work as the state-of-the-art nodal centre. CoE sponsorship is entirely dependent upon the decision of the industry partner and is subject to various factors. It should not be treated as an assured or guaranteed service by NSDC in anyway.
8. Joint promotion of the programs to be undertaken by NSDC via its social media handles such as Instagram, Twitter, and Facebook etc. and listing on the Skill India Digital Hub (SIDH) platform.
9. Facilitate free or subsidised **OEM Certifications** based on the availability of licenses and approval from the OEM partner(s).
10. Facilitate virtual job fair through NSDC's **JobX** Platform for the candidates who successfully complete the said programs and meet the eligibility requirements applicable.
11. Overseeing monitoring and governance of the programs being offered (skill component).



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Roles and Responsibilities of University:

1. Configure and design various skill embedded certificate, diploma and degree programs that are market linked with NSDC.
2. Institute the programs to be offered by getting it approved from various bodies of the University.
3. The University shall manage and maintain:
 - a. Website or Platform which has following details:
 - i. The programs being offered to the students; and
 - ii. Brief description of each program, including eligibility requirements for enrolment, program duration and fees.
 - b. The enrolment management system where the students can:
 - i. Enrol for a program by providing their details (name, age, qualifications and other personal details necessary for enrolment);
 - ii. Upload documents which are required to be provided by the students for enrolment; and
 - iii. Make payment through various online methods of payments.
4. The University to ensure that enrolments are also routed through Skill India Digital Hub (SIDH) of NSDC with e-kyc registration of every candidate through SIDH and for this, the University's existing LMS to be integrated with SIDH to enable these functionalities within 15 days of signing of MoU.
5. Marketing and promotions of all the programs through various channels (paid and unpaid both). University's marketing efforts will include all the following:
 - a) BTL - paid online & offline marketing channels and emailers to existing and new leads;
 - b) ATL – direct sales efforts through admission and counselling team, admission consultants, public relations efforts and advertisement in newspapers or other media.
 - c) TTL – combination of ATL and BTL both.
6. Ensure mobilization of minimum number of candidates for the said programs, monitor and approve the admission process for eligible students and organize their orientation as per the University norms. In the event of failing to achieve the committed minimum annual targets for enrolment under various programs (**less than 70% of the committed targets**), the second party will be governed by the regulations of the MLP partnership guidelines.
7. The University shall provide LMS/platform access to NSDC to monitor the number of enrolments into the program and will share with NSDC periodic updates of the enrolment progress and program updates.
8. The University shall be responsible for evaluation, publication of results and award certificate/diploma/degree as per the **multiple entry and exit norms** as per NEP 2020 to the successful students. Issuance of Marksheet, and relevant certificate/ diploma/ degree to the successful candidate on time.
9. The University shall review program materials before commencement of the any new program and at least once every two years to ensure the program content is updated and relevant. If it is realised that program's course material needs to be updated to maintain its quality and relevance, then NSDC through its associated delivery partner and University will mutually do so.
10. The University agrees to reach out to students, counsel them, and motivate them by various means if they are not maintaining active participation in the program or if they are not successfully completing or submitting assignments according to the approved program schedule or deadlines.



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11. For the delivery of the synchronous component of minor specialisation programs by IITs, the University agrees to set up and operate a direct-to-desktop software platform for the teaching sessions that shall be conducted by the faculties of respective IITs.
12. Overseeing overall monitoring and governance of the programs being offered (general education component and skilling component both).
13. The University to provide space for setting up of CoE and take responsibility of the repair and maintenance of the assets deployed at CoE.

Proposed Targets & Governance Mechanism

Year 1 Enrolments	Year 2 Enrolments	Year 3 Enrolments	Year 4 Enrolments	Year 5 Enrolments
2000	4000	6000	8000	10000

1. The Second Party shall fulfil the training targets agreed mutually as mentioned in above table. Both the parties shall meet every six months to discuss the progress of the program milestones and decide further course of action. The performance of the Second Party shall be evaluated in accordance with the prevailing MLP guidelines, which may be updated from time to time.
2. The number of enrolments proposed are tentative and therefore, the revenue to be shared basis the actual number of enrolments.
4. In case of termination of any program or the entire MoU, the parties will be liable to provide the services to the students who are already enrolled in the program for the duration of program cycle.
5. The Governance Mechanism shall be set by the parties subject to the terms and conditions of this MoU and the Schedule annexed, as *Schedule-1 (Program Modalities)*

List of Work Integrated and B.Voc. Programs finalized for implementation:

S.No.	School	Course	Program Name	Skill Component Credits (inclusive of Internship)	Internship
1	Engineering Technology and	Non-IT- B.Tech. Branches	Minor Specialization - IIT (Futuristic Courses)	18-24 Credits Online	Capstone Project



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2	Engineering and Technology/ Computing Science	B.Tech., BCA	AI, ML, Game Development, Data Structure & Algorithms, Data Science & Analytics, Full Stack, C++, Python & Adv Python	50 Credits Online	20 Credits (Virtual -Unpaid)
3	Engineering and Technology/ Computing Science	B.Tech., BCA	AI, ML, Game Development, Data Structure & Algorithms, Data Science & Analytics, Full Stack, C++, Python & Adv Python	50 credits Online	20 Credits (Virtual Mix of Paid/ Unpaid) + Job Assistance
4	Engineering and Technology	B.Tech. (Agri. Tech)	Agricultural Waste Management	30 Credits	Project Work
5	Engineering and Technology	B.Tech. (Agri. Tech)	Agri- Informatics	30 Credits	Project Work
6	Management & Commerce	B.B.A.	Wealth Management	20 Credits	Job Assistance (Sal. min. 3LPA)
7	Management & Commerce	BBA, B.Com., BA (Hon.)	Business Analytics	30 Credits	Project Work
8	Management & Commerce	BBA, B.Com., BA (Hon.)	Global Business Management	30 Credits	Project Work
9	Management & Commerce	BBA, B.Com., BA (Hon.)	Branding and Advertising	30 Credits	Project Work
10	Management & Commerce	MBA	Agri - Business Management	30 Credits	Project Work
11	Management & Commerce	MBA/ M.Com.	Investment Banking and Wealth Management	20 Credits	Job Assistance (Sal. 4-6LPA)
12	Distance Education	B.Voc.	Automotive, Electronics Manufacturing, Telecom, Hospitality and Tourism etc.	80 Credits	Work Integrated (12/24/36 months)

Financial Arrangements

- 1) All the courses proposed to be offered would be listed on **Skill India Digital Hub** (www.skillindiadigital.gov.in) under the **market led fee-based scheme** of NSDC partnership. For

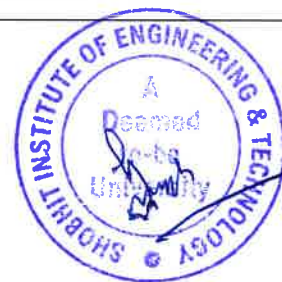


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- availing non funded partnership of NSDC, the second party will have to apply, comply with the norms within one month of MoU signing.
- 2) The fee for B.Voc. Program shall be mutually decided by the Parties. The revenue sharing between NSDC and the University shall be in **60:40** proportion respectively. i.e. 60% shall go to NSDC and its Delivery partner towards design, development and delivery of the Skill Component and 40% to the University towards General Education Component.
 - 3) API integration of the University portal will be done with SIDH and the fee will split in the agreed revenue sharing ratio between NSDC and the University once the student pays the fee at the University portal. Alternatively, NSDC shall raise invoice to the University at the inception of each batch for its share. Upon receipt of the invoices, the University undertakes to release payments within two weeks.

SCHEDULE 1

SCHEDULE 1: PROGRAM MODALITIES	
Program Type	Work Integrated Degree Programs at UG and PG Levels: <ul style="list-style-type: none"> • UG Programs - B.Tech., B.C.A, BBA,, B.Com.) • PG Programs - M.B.A., M.Com
	Minor Specialization in Futuristic Courses from IITs (Non-IT B.Tech. branches)
Certification Awarded	Work Integrated Degree Programs- Skill Certification by NSDC and Industry Partner jointly or any other relevant body in accordance with the prevailing guidelines subject to periodic updates. Final Degree to be awarded by the University.
	Minor Specialization– Co-branded Certification of NSDC and IIT linked with Academic Bank of Credits (ABC) by the respective IIT and final degree to be awarded by the University.
Students' Eligibility Criteria	As per the Admission Guidelines of the University/UGC: <ul style="list-style-type: none"> • UG Programs: 10+2 in relevant stream, and • PG Programs: UG in relevant stream
Target Segment	Students enrolled in the University under various programs
Program USP	<ul style="list-style-type: none"> • Quality Learning with Work Integration for Industry Exposure; • Internship/Apprenticeship/Capstone Projects etc. as per the nature of the program; • Earning while Learning (Stipend amount during the Internship/Apprenticeship/OJT); • Linkage with Academic Bank of Credits as per NEP; and • Final Placement Assistance
Program Duration	<ul style="list-style-type: none"> • UG: 03 Years and 04 Years for B.Tech. and Honours/Research degree programs • PG: 02 Years
Program Schedule	Program Structure and Schedule based on Credit Distribution for General Education and Skill Component to be finalised mutually by the University and NSDC.
Program Administration and Monitoring	Overall program administration by the University whereas the skilling component to be monitored and administered by NSDC.
Learning Management System (LMS) Integration	University to integrate its LMS with NSDC's Skill India Digital Hub Portal (www.skillindiadigital.gov.in) to facilitate students registration, e-KYC, delivery of Online Skill Component and facilitate issuance of joint certification.



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Minimum Batch Size and No. of Batches	<ul style="list-style-type: none"> Minimum 30 students in each program. Upper capping for formation of multiple batches as per admission guidelines of University/UGC if applicable.
Admission Frequency	Admission session of every Academic Year (As per UGC guidelines)
Pedagogy and Delivery	<p>The pedagogy is a blend of offline, interactive and recorded lectures, case discussions, project work/internship, assignments and term assessments etc.</p> <ul style="list-style-type: none"> General Education Component – On Campus Offline delivery Skill Component – Blended delivery through Skill India Digital Hub with minimum 06 months of apprenticeship/internship.
Criteria for award of Degree	Completion of the courses & achievement of the minimum score as defined by the University.
Fees	The total program fee would be decided mutually by the University and NSDC by adding the general education component and skilling component. The University shall collect the program fees for both the components from students in Yearly/Semester pattern as per the University guidelines and the fee would be split between NSDC and University in the agreed revenue share ratio from the University portal at the time of the payment of fee by the candidate.
Cancellation of Admission and Refund of Fee to the students	The University shall confirm the batch for the program post completion of admission cancellation and refund period, which shall not be less than 15 days before commencement of program or as per University refund policy.
	NSDC shall refund the fee of student, only in case of admission is cancelled and refund request raised as per University Refund Policy.
	No refund of fees from NSDC will be provided in any case after admission cancellation and refund period is over or in case of candidate drop out after commencement of the program.
Evaluation and Assessment	<ul style="list-style-type: none"> The assessment of the Skill Component, which encompasses Project Work, On-the-Job Training (OJT), Internship, and Apprenticeship, will be conducted by the Industry Partner or any other relevant body in accordance with the prevailing guidelines subject to periodic updates, in every semester in offline mode. The assessment cost of skill component (if any) to be borne by the Delivery Partner. In case of delivery partner is not engaged in the delivery of the program, NSDC shall bear the Skill Component Assessment Cost. General Academic Component of the program shall be assessed by the University in every semester in offline mode and the final degree would be awarded by the University.

