

4. Stamp duty paid vide Certificate No. IN-DL91682479404931U dated 23.09.22 in Delhi for the purpose of execution of this General Agreement.

Agreement

This agreement (hereinafter referred to as “**Agreement**”) is entered into, at New Delhi on this 23rd day of September 2022 (“**Execution Date**”)

BY AND BETWEEN

National Skill Development Corporation (CIN: U85300DL2008NPL181612), a company incorporated under Companies Act, 1956 having its registered office at 301, West Wing, Worldmark 1, Aerocity, New Delhi – 110037 (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

Indian Institute of Technology Mandi (IIT Mandi), is an autonomous public technical & research institute and having its registered office at Kamand, District- Mandi, Himachal Pradesh- 175075 (hereinafter referred to “**IIT Mandi**”, which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and permitted assigns) of the SECOND PART.

NSDC and IIT Mandi 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. IIT Mandi is engaged in Academic & Research activities.
- C. NSDC and IIT Mandi 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



Stamp duty paid vide Certificate No. IN-DL91682479404931U dated 23.09.22 in Delhi for the purpose of execution of this General Agreement.

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:  

Ved Mani Tiwari
Chief Operating Officer (officiating CEO)

Witness:

Sign: 

Name: **PREETI ARORA**
Address: **NSDC, AERO 47,
N. DELHI**

For and on behalf of
Indian Institute of Technology Mandi

Sign: 

Prof. Laxmidhar Behera
Director

Director
IIT Mandi (H.P.)
Pin - 175075

Witness:

Sign: 

Name: **Dr. Tushar Jain**
Address: **IIT Mandi**

Stamp duty paid vide Certificate No. IN-DL74903408954375W dated 16.04.24 in Delhi for execution of this Amendment.

NOTE OF AMENDMENT

This Note of Amendment (hereinafter referred to as "Note of Amendment") to the Agreement dated 23rd September 2022 (hereinafter referred to as "Agreement"), is executed at New Delhi on this 18/4/2024 by and between **National Skill Development Corporation**, (CIN:U85300DL2008NPL181612) and **Indian Institute of Technology, Mandi**.

Unless defined herein, the terms used but not defined herein shall have the same meaning as defined (if any) in the Agreement.

In pursuance of sub-clause 14.8-"Addendum" under clause 14- "Other Covenants" of the Agreement, the Parties hereby mutually agree to amend certain terms of the Agreement as mentioned hereinbelow:

1. The existing "sub-Clause 4.1 under Clause-4: Term and Termination", of the Agreement is deleted and substituted with the following sub-Clause 4.1:

"The term of this Agreement shall commence from the 23rd September 2022 and remain in force for a period till 17th April 2027 ("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."

2. The existing Annexure-1: **SCOPE OF WORK, RIGHTS & OBLIGATIONS OF THE PARTIES, AND FINANCIALS** of the Agreement is deleted and substitute with the following Annexure-1 attached to this Note of Amendment.
3. This Note of Amendment shall form an integral part of the Agreement and the terms contained herein shall supersede the corresponding terms of the Agreement, if any, with effect from the 18th April 2024
4. Except as expressly amended and modified by this Note of Amendment, the covenants of Agreement shall continue to be in full force and effect in accordance with the terms thereof.

IN WITNESS THEREOF THE PARTIES IN THEIR FREE VOLITION AND FULL UNDERSTANDING WITH INTENT TO LEGALLY BIND THEMSELVES TO THIS NOTE OF AMENDMENT EXECUTE THIS NOTE OF AMENDMENT THROUGH THEIR DULY AUTHORIZED PERSONNEL:

Signed for and on behalf of **National Skill Development Corporation**



Ved Mani Tiwari
CEO, NSDC

Signed and delivered for and on behalf of **Indian Institute of Technology Mandi**



Prof. Laxmidhar Behera
Director

Director
IIT Mandi (H.P.)
Pin-175005

