

Stamp duty paid vide Certificate No. IN-DL56198818438193X dated 24^h March 2025 in Delhi for the purpose of execution of this Agreement.

Agreement

This agreement (hereinafter referred to as “**Agreement**”) is entered into, at New Delhi on this 24th day of March 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

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 “**IIT Mandi**” or “**Second 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 SECOND PART;

AND

The NorthCap University, a private state university established under the Haryana Private Universities Act, 2006, having its office & campus at Huda, Sector 23A, Gurugram, Haryana - 122017 (hereinafter referred to “**NCU**” 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;

NSDC, Second Party and Third 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 and is engaged in the development of futuristic skills to enhance workforce readiness for emerging industry demands.
- B. IIT Mandi is known for its focus on interdisciplinary research and cutting-edge technology. It offers a wide range of engineering, science, and humanities programs at undergraduate, postgraduate, and doctoral levels.
- C. NCU is a private state university in Gurugram, Haryana, offering a wide range of undergraduate, postgraduate, and doctoral programs across various fields. It is recognized for its academic excellence, strong industry ties, and modern campus facilities.
- D. NSDC, Second Party and Third 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:



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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. Counterparts:

The original executed Agreement shall be retained by NSDC, and a certified copy of the same shall be provided to the Second Party and/or Third 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><i>Ved Mani Tiwari</i></p>  <p>Sign: Ved Mani Tiwari CEO</p>	<p>For and on behalf of Indian Institute of Technology, Mandi</p> <p><i>Tushar Jain</i></p> <p>Sign: Dr. Tushar Jain Head, CCE</p>	<p>For and on behalf of The NorthCap University</p> <p><i>[Signature]</i></p> <p>Sign: Commodore Diwakar Tomar (NM) Retd. Registrar</p>
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