

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, Ags 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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- 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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