

Stamp duty of INR 100/- paid vide Certificate No. IN-DL03130363218559W dated 13<sup>th</sup> June 2024 in Delhi for execution of this Agreement.

## Agreement

This agreement (hereinafter referred to as "Agreement") is entered into, at New Delhi on this 13<sup>th</sup> day of June 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

**Vedu Revolutions Private Limited** (CIN: U80902MH2022PTC390816) operating under the brand name **Unikaushal**, a company incorporated under Companies Act, 1956 having its registered office at Room no 5, Hira Mahal, Building 250, Kalbhadevi road, near Adarsh Hotel, Mumbai, Maharashtra 400002, hereinafter (hereinafter referred to as "Second Party and/or Unikaushal" which term shall unless repugnant to the context include its successor, representatives, administrators and permitted assign) of the SECOND PART";

## AND

**Vid. Dadasaheb Pitre Science College** (Autonomous) Devrukh, an autonomous college established June 1972 having its address Dist: Ratnagiri- 415 804, Maharashtra (hereinafter referred to "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 the principal architect of the skill ecosystem in India. "NSDC Academy" is a strategic business unit at NSDC dedicated to the fee-based/market-led, aspirational skilling programs. NSDC Academy plays a pivotal role in designing and orchestrating transformative initiatives to catalyse a robust and future-ready skill ecosystem that caters to the nation's economic needs and empowers individuals and industries alike.
- B. Whereas, Unikaushal will coordinate with NSDC and all training partner, acting as a facilitator for conduct of the program by managing academic responsibilities and deputing faculty at the college.
- C. Vid. Dadasaheb Pitre Science College is an autonomous college under University of Mumbai and is authorised to administer, operate, and manage all activities related to the continuing education programs inclusive of credit programs.
- 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 interest. This Agreement is being executed to fulfil this purpose, subject to the terms and conditions hereinafter appearing.



*Signature*



**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.
- (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 (s) 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, cligible 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

  
NEW DELHI

  
N.Y.A. ATHAYE, NEW DELHI  
SAPRE, VID. PITRE COLLEGE  
DEVBUKH

  
VEDU REVOLUTIONS

VEDU REVOLUTIONS  
MUMBAI  
LTD.

Stamp duty of INR 100/- paid vide Certificate No. IN-DL03130363218559W dated 13<sup>th</sup> June 2024 in Delhi for execution of this Agreement.

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 NSDC approved Sector Skill Council(s) and/or NSDC approved Training Provider(s).
- 2.3 THIRD 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.
- 2.4 The financials are outlined in Annexure 1 of the Agreement.
- 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 training partners (TPs), industry/organisations, entities, candidates etc. whether associated/affiliated with or referred by NSDC or not.

## **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 and/or Third Party. Second Party and/or Third 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 **two 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 Party(s) ("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(s) 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;



Stamp duty of INR 100/- paid vide Certificate No. IN-DL03130363218559W dated 13<sup>th</sup> June 2024 in Delhi for execution of this 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(s) 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 in NSDC only. Any other 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(s) 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, website, or advertisement or in any other manner mentioning other Party(s) 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(s) 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 and/or Third 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 and/or Third 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 and/or Third Party, or with any Applicable Laws and regulations governing the performance of obligations herein by the Second Party and/or Third 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(s) 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(s) 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 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(s) 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");



*Smth...*

*[Handwritten signature]*



*Handwritten signature*



Stamp duty of INR 100/- paid vide Certificate No. IN-DL03130363218559W dated 13<sup>th</sup> June 2024 in Delhi for execution of this Agreement.

- 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, Second Party and/or Third Party shall also gain access to personal information relating to the candidates. Second Party and/or Third 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 and/or Third Party only, on a need-to-know basis, with such third parties who need access to such information under the Agreement. Second Party and/or Third Party shall take all reasonable steps to ensure that the candidates' 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 and/or Third Party.
- 9.5 Each Party acknowledges that a breach of this Clause may result in irreparable harm to the other Party(s) 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 and/or Third 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 and/or Third 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 (UniKaushal):**

Attention: UniKaushal

SPOC: Mridula Tripathi



*[Handwritten signature]*



Stamp duty of INR 100/- paid vide Certificate No. IN-DL03130363218559W dated 13<sup>th</sup> June 2024 in Delhi for execution of this Agreement.

Address: Room no 5, Hira Mahal, Building 250, Kalbhadevi road, near Adarsh Hotel, Mumbai, Maharashtra 400002

**To - Nyaydish Tatyasaheb Athalye Arts, Ved S. R. Sapre Commerce and Vid. Dadasaheb Pitre Science College:**

Attention: Principal

Address: Dist: Ratnagiri- 415 804, Maharashtra

**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.
- 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 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



*[Handwritten signature]*

*[Handwritten signature]*



Stamp duty of INR 100/- paid vide Certificate No. IN-DL03130363218559W dated 13<sup>th</sup> June 2024 in Delhi for execution of this Agreement.

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 <b>National Skill Development Corporation</b></p>  <p>Sign: _____ <b>Ved Mani Tiwari</b> CEO</p>	<p>For and on behalf of <b>Unikaushal</b></p>  <p><i>Mridula Tripathi</i></p> <p>Sign: _____ <b>Mridula Tripathi</b> Director</p>	<p>For and on behalf of <b>Nyaydish Tatyasaheb Athalye Arts, Ved S. R. Sapre Commerce and Vid. Dadasaheb Pitre Science College</b></p>  <p>Sign: _____ <b>Narendra Tendolkar</b> Principal</p> <p>19/06/24</p> 
---	--	--

*Smachagant*





Stamp duty of INR 100/- paid vide Certificate No. IN-DL03130363218559W dated 13<sup>th</sup> June 2024 in Delhi for execution of this Agreement.

### ANNEXURE – 1

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

### **Program Description**

NSDC Academy, UniKaushal and Vid. Dadasaheb Pitre Science College have teamed up to introduce Degree program in M. Sc. In Data Science.

#### **Course Overview:**

- Course Name: M. Sc. in Data Science
- Course Fee: INR 40,000 per annum
- Admissions: Commitment of 20 students in Year 1
- Course Launch Date: June 19, 2024
- Course Start Date: July 15, 2024
- Course Credit: 88 credits
- Course Curriculum - Designed by NSDC through implementation partner.

### **Roles and Responsibilities**

#### **NSDC:**

- Overall management of the program.
- Ensure that candidates are registered through E-KYC on Skill India Digital Hub (SIDH) and enrolments through SIDH.
- Curriculum content design through its implementation partner for the entire program.
- Faculty Development Training for College Faculty through implementation partner.
- 20% of major content delivery in online mode through implementation partner.
- Joint Promotion of the program
- Assistance for internship and placement opportunities.

#### **Vid. Dadasaheb Pitre Science College (Third Party):**

- Mobilization of minimum 20 students for first batch in Year 1.
- Mobilization of students for second batch in Year 1.
- Overall Infrastructure for the program delivery including Software installation.
- Assessment of candidates and awarding degree to candidates

#### **UniKaushal:**

- Coordinate with NSDC and all training partners.
- Acting as a facilitator for the conduct of the program by managing academic responsibilities and deputing faculty at the college.
- Delivery of the program
- Providing Faculty to the College for offline delivery of the course program.
- Mobilisation support to colleges.
- Research Work

### **Commercials and Revenue Sharing**

- Course Fee: INR 40,000 per annum (inclusive of all taxes)
- Revenue split basis the roles and responsibilities shared above:

S. No.	PARTY	% of Revenue
1.	UniKaushal	50%
2.	NSDC (including implementation partner share)	30%



*Sanjay*

9  
*[Signature]*



Stamp duty of INR 100/- paid vide Certificate No. IN-DL03130363218559W dated 13<sup>th</sup> June 2024 in Delhi for execution of this Agreement.

3.	College	20%
----	---------	-----

- The responsibility of collecting the fees from student shall vest with college.
- NSDC and UniKaushal shall raise invoices to college for their respective revenue share as outlined in the Agreement. The amount must be settled within 15 days from the receipt of the invoice.
- In case of non-fulfilment of the obligations by UniKaushal as mentioned in the roles and responsibilities of the agreement, UniKaushal shall be liable to repay the entire fees paid by College to UniKaushal along with penalty calculated day wise at 12% per annum on the amount payable to College i.e.,  $\text{Penalty} = [\text{Fees Amount} \times 0.12 \text{ (12\% annual interest)} / 365] \times \text{Number of delayed days}$ .



*Signature*

**DEVRUKH COLLEGE**  
N.Y.A. ATHALYE, VED. SAPRE, VID. PITRE  
NEW DELHI

10

*Signature*

**VEDU REVOLUTIONS PVT. LTD.**  
MUMBAI