

Service Agreement

This **Service Agreement** (hereinafter referred to as the "Agreement") is executed at Hyderabad, Telangana on **10-02-2023** (hereinafter "**the Effective Date**") by & between -

Mouktik Consulting Services Pvt. Ltd., having its registered office at Plot no. 8, Road no. 1, New Gayatri Nagar, Jillalguda, Telangana - 500 097, hereinafter referred as the "**COMPANY**", which expression shall unless repugnant to the context mean and include his/ their/its successors-in-interest, representatives, nominees, executors, administrators and assigns through its Authorised Signatory, NASSCOM Engagements-Programme Director, **Mr. Muralidharr**

AND

Maharashtra Education Society's Institute of Management and Career Courses (IMCC), 131, Mayur Colony, Kothrud, Pune- 411038, hereinafter referred as the "**INSTITUTION**", which expression shall unless repugnant to the context to mean and include his/their/its successors-in-interest, representatives, nominees, executors, administrations, permitted assigns, subsidiaries, affiliates, and their successors and assigns through its Authorised Signatory, the **Director, Dr. Santosh Deshpande**

The **COMPANY** and the **INSTITUTION** are collectively referred to as the "Parties" and individually referred to as a "Party".

NOW THEREFORE, in consideration of the proposals submitted by the COMPANY, discussions, promises, undertaking herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Program Summary

Project	<p>i. NASSCOM Foundation, has taken the overall responsibility of implementing a project titled, "Skilling Digitally Excellent Communities" which is a CSR project supported by EIT Services India Private Limited for creating a skilled workforce by imparting industry relevant skills to 50000 youth on Digital 101 course, where 9000 beneficiaries will be given domain specific skills from economically weaker sections *, with a focus on women and helping 5400 trained beneficiaries to get meaningful employment.</p> <p>ii. Mouktik Consulting Services Private Limited has expressed its interest to mobilize and train 11667 beneficiaries on</p>
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	<p>Digital 101 course and train 1000 beneficiaries in entry level job courses with necessary focus on employability skills for post graduate students and placement assistance for all beneficiaries and ensuring placement for at least 60% of beneficiaries in meaningful employment in the identified project geographies</p> <p>iii. NASSCOM Foundation has accepted the proposal submitted by Mouktik Consulting Services Private Limited and has agreed to award this service contract to Mouktik Consulting Services Private Limited. Mouktik Consulting Services Private Limited has agreed to undertake the services as outlined in this Agreement, in a timely and efficient manner, subject to and in accordance with the terms and conditions set out in this Agreement.</p>
<p>Project Objective</p>	<p>To inspire and support young engineering students by providing them with trainings, online mentoring & resources that cover the core skills they need to get ready for work</p>

Thematic Area	Skill Development under IT/ITES sector
Project Commencement Date	10-02-2023
Training Delivery Mode	Physical and/or Virtual

Scope of work:

INSTITUTION shall

- a. Enroll and facilitate certification on the FutureskillsPrime (FSP) portal in Digital 101 certification for MCA and MBA candidates
- b. Register approx. 100 candidates, also called the beneficiaries, pursuing Post Graduate holders as per the master data template provided by the COMPANY for Skilling Digitally Excellent Communities (SDXC) program – Refer to annexure-1
- c. Appoint SPOC to
 - Facilitate/coordinate all the training activities with the COMPANY
 - Ensure candidates comply with the COMPANY instructions
- d. Provide infrastructure and other necessities in the college premises for conducting classroom trainings
- e. Ensure 80% attendance for the program in both ILT / VILT sessions
- f. Coordinate disciplined participation of the students

- g. Shall jointly monitor and review program milestones along with the COMPANY
- h. Shall facilitate participation of the candidates for activities of the program
- i. Provide access to the representatives from the COMPANY who are visiting the INSTITUTION

Branding, Communication, Publicity and Trademark of the program

1. INSTITUTION agrees that the logos which will be shared by NASSCOM Foundation only will be implemented wherever required under this agreement.
2. COMPANY will work with INSTITUTION to ensure that all communication is agreed upon ahead of time as per agreed guidelines.
3. INSTITUTION agrees that any content, LMS, app, source code developed under this Agreement will be owned by the COMPANY. Appropriate branding will be done with consent and prior approval.
4. INSTITUTION shall not without the prior written consent of the COMPANY:
 - i. Take any photograph or video of the beneficiaries etc. for use in any merchandising publicity or advertising;
 - ii. Publish alone or in conjunction with any person any article, photograph, testimonials of the beneficiaries or other illustration either in social media or print or any other mode;

- iii. Impart to any publication, journal or newspaper or any radio or television programme or any online platform any information in relation to this Agreement.
- iv. Release any press statements or other publicity, including videos, testimonials, case studies of the beneficiaries in relation to the Agreement or the transactions contemplated by this Agreement.

COMPANY shall

- j. Provide training calendar in agreement with the INSTITUTION
- k. Provide trainings to the candidates in the modes of ILT/ Platform/ vILT modes in the ratio of 40% / 40% / 20% – Refer to annexure-I
- l. Deploy trainers in the ratio of 1:100 candidates, and as acceptable to the INSTITUTION
- m. Provide training links and access to the training collateral, and coding platform as necessary
- n. Provide 60% placements to the eligible and certified candidates
- o. Organizing job melas /recruitment drives as appropriate
- p. Create, maintain, and manage a comprehensive placement planner and tracker.
- q. Support candidates to create student profiles, resumes, CVs, and Covering letters.

2. Term:

This agreement shall be effective from the commencement date mentioned above and will be effective for a period of two years (From 10/02/2023 to 09/02/2025)

3. Payment Terms:

This is not a commitment of funds from both the parties

4. Termination:

- a. This agreement shall terminate on the completion of term except for the clauses specifically mentioned below at 4b,4c and 4d.
- b. COMPANY & INSTITUTION may terminate this Agreement in the event of material breach of one's scope of work and such breach is not cured within thirty (30) days of written notice to the other of such breach.
- c. The COMPANY may terminate this Agreement for its sole convenience by giving thirty (30) days advance notice in writing/e-mail to the INSTITUTION. In such event INSTITUTION shall cease work immediately after receiving notice from the COMPANY unless otherwise advised by the COMPANY.

5. Dispute Resolution:

- a. This agreement shall be governed according to the Indian laws and each Party shall submit to the jurisdiction of the Courts at Hyderabad, Telangana, India.
- b. Any and all differences and disputes whatsoever arising between the Parties concerning the interpretation or implementation of this Agreement or in relation to the subject matter contained in this Agreement shall, in the first instance, be resolved mutually between the Parties

and in the event of non-resolution, the matter shall be referred to arbitration.

- c. Arbitration proceedings shall be held in Hyderabad in accordance with the Arbitration and Conciliation Act, 1996 and procedures established for the purposes of regulating and determining matters relating to or arising from arbitration. Both the Parties shall mutually appoint one arbitrator failing which the dispute shall be decided by an arbitration panel consisting of 3 arbitrators. Each Party shall appoint one arbitrator and both the arbitrators so appointed shall appoint a third arbitrator, who shall preside over the arbitration proceedings. Any decision, determination or award of the Arbitrator/s shall be binding on the Parties. Unless otherwise decided by the arbitrator/s, the cost of arbitration shall be shared by the Parties in equal proportion.

6. Indemnity:

The COMPANY shall, fully indemnify, defend, and hold harmless the INSTITUTION and its officers, Directors, employees, representatives, agents, respective directors, and assigns from and against any liability or any other loss, damage, whether incidental or consequential, that may occur, arising from or relating to:

- a. A breach, by the COMPANY of any of the terms, conditions, covenants, representations, undertakings, obligations, deficiencies, warranties, and compliance of applicable laws under this Agreement.
- b. The acts, significant errors, misrepresentations, willful misconduct or negligence of the COMPANY, its employees, in performance of its obligations under this Agreement.
- c. Termination of the agreement without giving sufficient notice as defined in clause 6 and particularly when the batches for training are scheduled.

Similarly, the INSTITUTION shall indemnify the COMPANY and its officers, Directors, employees, representatives, agents, respective directors, and assigns from and against any liability or any other loss, damage, whether incidental or consequential, that may occur, arising from or relating to:

- a. The acts, significant errors, misrepresentations, willful misconduct or negligence of the INSTITUTION, its

employees, in performance of its obligations under this Agreement.

- b. A breach, by the INSTITUTION of any of the terms, conditions, covenants, representations, undertakings, obligations, deficiencies, warranties, and compliance of applicable laws under this Agreement.

7. Confidentiality and use restriction:

- a. No information either disclosed by the INSTITUTION or acquired through any other means or known incidentally by the COMPANY, either marked confidential or not, shall not be shared or used by the COMPANY or any other third party through the COMPANY, without prior written approval from the authorized signatory of the INSTITUTION.
- b. Information means: financial data, data (Includes all sources and object code if any), know-how, trade secrets, designs, plans, reports, customer and supplier lists, pricing information, marketing techniques, material related to business activities, manufacturing, design, development, or products acquired through the expenditure of time, effort and money, of a technical and business nature - business plans, content, market information, drawings, sketches, samples, devices, flow charts, compiled computer programs, algorithms, software source codes, firmware source codes, hardware, methods, processes, procedures, specifications, bills of materials, parts lists,

descriptions or customer lists, description and data of participants, results of research, equipment, software, designs, samples, technology, technical, documentation, product or service specifications or strategies, marketing plans, pricing information, financial information, information related to existing, previous and potential suppliers, customers, contracts and products, inventions, unreleased software applications, methodologies and other know-how, drawings, photographs models, mock-ups, and design and performance specifications, production volumes, and production schedules which are owned, controlled or possessed by Company respectively whether provided in tangible form, by electronic media, by visual display or orally,

8. Severability:

If any of the provisions of this Agreement are declared to be invalid or legally unenforceable, such provisions shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect.





9. Miscellaneous:

- a. This Agreement can be modified, amended, altered, extended based on mutual agreement in writing by both the parties and such amendment shall form part of this agreement from the date of its effect.
- b. Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in

writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by trackable courier, authorized e-mail, or fax to such Party at the address specified-in above.

- c. Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the INSTITUTION and the COMPANY
- d. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power, or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- e. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.
- f. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings, and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seal at the day, month and year first herein above written.

<p>For Mouktik Consultancy Services Private Limited</p> <p></p> <p>Name: Mr. Muralidharr</p> <p>Designation: </p> <p>Programme-Director</p> <p></p>	<p>For Maharashtra Education Society's Institute of Management and Career Courses (IMCC)</p> <p></p> <p>Name: Dr. Santosh Deshpande</p> <p>Designation: Director</p> <p></p>
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Annexure-1

1. Enrolment eligibility criteria

- a. All enrolled beneficiaries should be pursuing Post Graduation holders

2. LMS supported content and training delivery

- a. All Beneficiaries to be enrolled and trained on FSP/SSC Platform or LMS
- b. Candidate having access based on courses for supplemental learning, assessments, and continuous submissions of assignments
- c. Counselling session of students and parents (Min. 100 min) - Detailed program overview, counselling and enrolment of the candidate into the program best suited for their current skill set and area of interest. Informing candidate about the placement prospects, possibility of moving to other locations from hometown(s) and willingness for the same.
- d. Registration and On-boarding- Candidate will fill registration form and partner will also capture candidate academic background, skillset, employability status, annual family income and what they envisioned to achieve post completion of course. Also, candidate can sign a self-declaration form and exit policy form with partner to adhere to the terms and conditions to complete the course and in case if any candidate wants to exit or discontinue, they can furnish reason for discontinuation
- e. Register all on boarded candidates on the Future Skills Prime Portal/Pre-Approved Partner LMS Portal

- f. Batch formation- Batches to be created, with each batch size not exceeding a max. 100 candidates per batch
- g. Domain Skills mapped to entry level tech, Pro and emerging tech training – Training to be delivered in blended learning mode to deliver the requisite hours per program by an instructor and online learning portals in addition to self-paced learning.
- h. Employability Skills modules to include – Financial Literacy, Communication Skills – Verbal and Written and Interview Preparation

3. Assessments and Certifications

- a. Conduct Baseline Assessment on technical skills and language
- b. End Assessment at end of the course/batch
- c. Certification assessments for all beneficiaries to be done at completion of course
- d. Participation certificate (NASSCOM) to be given to all beneficiaries who attempt the FSP certification

4. Placement opportunities

- a. Organizing job melas /recruitment drives.
- b. Creating, maintaining and managing a comprehensive placement planner and tracker
- c. Creation of student profile, resumes, CV's, Covering letters.
- d. Placement support to all candidates and ensuring placement of 60 Percent candidates.