

IIMBx Academic Partnership Programme Agreement

This IIMBx Academic Partnership Programme Agreement ("Agreement") is made and entered into on **on this 20th day of December 2022** ("Effective Date") at Bangalore, between:

Indian Institute of Management Bangalore, an Institute of National Importance under the Indian Institute of Management Act, 2017 and located at Bannerghatta Road, Bangalore 560 076, India, through its MOOCs initiative, IIMBx (hereinafter referred to as "**IIMBx**" which term shall mean and include where the context so requires or permits all its assigns and successors) represented by the **Chairperson of Digital Learning, Professor Vasanthi Srinivasan** of the **One Part**;

And

Mangalmay Institute of Management & Technology an Autonomous College Affiliated to Dr. A.P.J Abdul Kalam, Technical Univeristy, Lucknow, Uttar Pradesh duly recognized under the applicable laws of India and having its registered office at **Plot No. - 8 & 9, Knowledge Park – II, Greater Noida, Uttar Pradesh** (hereinafter referred to as the "**Client**" which term shall mean and include where the context so requires or permits all its assigns and successors) represented by the **Vice Chairman, Mr. Aayush Mangal** of the **Other Part**; IIMBx and Client shall be individually referred to as "**Party**" and jointly referred to as "**Parties**".

Whereas:

- a. IIMB is a premier Institute offering Management Education Programmes, IIMBx is IIM Bangalore's MOOCs programme that uses digital learning to enable widespread access to management education. Led by the faculty at IIM Bangalore, IIMBx offers online courses and programmes covering core and advanced business and management subjects;
- b. The Client is a college Affiliated to Dr. A.P.J Abdul Kalam, Technical Univeristy, Lucknow, Uttar Pradesh.
- c. The Client is desirous of enhancing the knowledge and skill sets of its Students by enrolling them in the "IIMBx Academic Partnership Programme." The programme titled IIMBx Academic Partnership Programme, hereinafter referred to as "Programme"; and IIMBx is willing to enrol the Students identified by the Client in said Programme on the terms and conditions hereinafter mutually agreed to.

Hence this IIMBx Academic Partnership Programme Agreement is now made and entered into and both Parties agree as follows:

1. Object of Agreement

This Agreement outlines the nature of MOOCs-based educational activities offered by IIMBx to the Client.

2. Term

This Agreement shall be effective from the 20th day of December 2022 as mentioned herein above, and will be valid as per the Programme duration mentioned in **Annexure I**, the Agreement may be renewed upon mutual consent of both Parties.

3. Programme

The Programme shall be titled IIMBx Academic Partnership Programme offered by IIMBx to the registered Students of the Client. The Programme is delivered completely online and the programme content, duration, modules, method of teaching etc., shall be as indicated in **Annexure – I**.

4. Obligations of the Client

- a. The Client shall endeavour to enrol a minimum number of 50 students having the requisite eligibility/qualification as indicated by IIMBx. Any exceptions to this minimum number can only be on prior approval by IIMBx.
- b. The Client shall ensure that all its Students participating in the Programme adhere to the rules and regulations of IIMBx and shall not engage in any activities that may malign or cause harm to the reputation of IIMBx. The Client shall ensure that Students are made aware of, and duly abide by the IIMBx academic Honour Code.
- c. The Client shall be responsible to ensure that the Students enrolling for the Programme are bona-fide Students of the Client and shall produce requisite document proof to IIMBx, if required.
- d. The Client shall be responsible for collection of the agreed fee for each of the enrolled Students and for remitting the same to IIMBx as per the prescribed payment schedule in **Annexure – II**.
- e. In case the Students participating in the Programme are found to have committed a breach of the academic Honour Code, and/or any rules and regulations of IIMBx, the Client shall be notified and such Student(s) shall not be allowed to continue in the Programme. In any such eventuality, there shall be no refund of the fees. IIMBx shall take such punitive action, if any, only after consultation with the Client.
- f. The Client is solely responsible to make available the necessary infrastructural facilities (such as classrooms with necessary equipment, library facilities, computer and communication facilities with access to electronic mail and Internet) for the smooth and effective conduct of the Programme. The Client will also be responsible to make all arrangements to conduct proctored examinations in its campus, in full compliance with all rules and regulations as stipulated by IIMBx. The Client shall be responsible for maintaining academic integrity of the proctored examinations conducted in its campus and to ensure that only those Students who have paid and registered for the Programme attempt the proctored exam.
- g. The Client shall designate one or more persons as the point of contact for all co-ordination activities with IIMBx. This point of contact shall be a faculty member or a senior academic administrator.

5. Obligations of IIMBx

- a. IIMBx shall ensure that the digital courseware is produced and delivered by IIMB faculty.
- b. IIMBx shall ensure that all queries or issues that the Students of Client raise shall be addressed within a reasonable time frame, viz. within 1-2 working days for technical support, within 2-4 working days for subject-related support.
- c. IIMBx shall also ensure that there is a single point of contact appointed for smooth delivery of the Programme.
- d. IIMBx shall not, under normal circumstances, postpone or cancel any schedule of the Programme without giving the Client at least 30 days' notice.
- e. IIMBx reserves the right to modify and revise the syllabus offered by it as detailed in **Annexure – I** of this Agreement in consultation with the Client and subject to the Parties reaching a mutual agreement in writing, such modifications/revisions shall be binding on it provided the modifications/revisions do not in any manner down grade/dilute/reduce the syllabus.
- f. IIMBx shall provide all examination papers for the proctored exams.
- g. IIMBx shall provide and maintain the online platform for delivery of the digital courseware for all courses in the Programme.

6. Certification

If the enrolled Student, being a bona-fide Student of the Client, is found to have successfully completed all courses of the Programme as per the grading policy, IIMBx shall provide the digital certificate to him/her.

7. Consideration

In consideration of the Programme conducted by IIMBx for the Students of the Client, the Client shall pay consideration in the form of Programme Participation Fee and other charges as detailed in **Annexure – II** to this Agreement.

8. Intellectual Property Rights (IPR)

- a. The Client acknowledges that all IPR relating to the course content, syllabus, module of teaching and other forms of copyrights and trademarks relating to the Programme and IIMBx belongs to and vests exclusively with IIMBx, and under no circumstances whatsoever the Client shall claim all or any rights, proprietary or otherwise, over all or any portion of the IPR belonging to IIMBx.
- b. IIMBx asserts the exclusive right to deal with such IPR in any manner it deems fit including utilisation of IPR for and in association with any other third party other than the Client.
- c. The Client shall also ensure that none of its students who have undergone the Programme, shall in any manner, commercial or otherwise, utilize or exploit all or any part of the course material or the content generated by IIMBx to which they may have access to for any purpose beyond the Programme.

9. Confidentiality

Both the Parties hereby undertake that under no circumstances whatsoever they shall disclose all or any Confidential Information belonging to the other like financial plans, business plans, and others, declared confidential to which they might have access during the association with one another in terms of this Agreement, except to the extent that is already in public knowledge/domain. The Confidential Information as hereinabove detailed shall not be disclosed during the subsistence of this Agreement and thereafter for a period of five years from the date of termination for whatever reason.

10. Indemnity

Either Party (Indemnifying Party) shall indemnify, defend and hold harmless the other Party (Indemnified Party), its directors, officers and employees from and against any and all claims, demands, liabilities, and reasonable attorney's fees but only in proportion to and to the extent such claims, liabilities, and attorney's fees arise from any errors and any act/commission/omission on part of the Indemnifying Party or in connection with any work, authority or jurisdiction delegated to the Indemnifying Party under this Agreement.

11. Termination

- a. Termination for convenience: Either Party can terminate this Agreement for convenience, by giving at least 30 (thirty) days prior written termination notice to the other Party.
- b. Termination for cause: In case of any material breach of the terms of this Agreement, the aggrieved Party may terminate this Agreement by a prior written termination notice of 15 (fifteen) days. If the other Party does not cure the breach within aforementioned period of 15 (fifteen) days of receiving a written notice specifying the breach from the aggrieved Party, then the Agreement shall stand terminated at the close of the 15th day from the date of receipt of notice from the aggrieved Party.
- c. Effect of Termination: On termination, for whatever reason, the Client shall ensure that all undisputed dues payable by it to IIMB till the termination are paid without demur and IIMBx shall revoke access to the Programme.

12. Arbitration

Any dispute arising under the terms of this Agreement which cannot be resolved by the Parties shall be referred to arbitration as mutually agreed by the parties, in writing. The said Arbitration shall act under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof or any rules made thereof. The venue of Arbitration shall be in Bangalore, India. It shall further be agreed that, the decision of the arbitration shall be final and binding on both the Parties.

13. Jurisdiction

This Agreement shall be governed and construed in accordance with the Indian Laws and subject to the exclusive jurisdiction of competent courts at Bangalore, India.

14. Miscellaneous

- a. **Assignment** – This Agreement shall not be assigned, sublicensed, sold, mortgaged, sub-contracted, or pledged to any other third person by either Party without the prior written consent of the other.
- b. **Amendments** – This Agreement may be amended in whole or in part only by the mutual agreement of the Parties in writing.
- c. **Relationship of Parties** – The relationship hereby established between the Parties is solely that of independent contractors. This Agreement shall not create an agency, partnership, joint venture or employer-employee relationship, either temporary or permanent.
- d. **Force Majeure** – No Party shall be in default under this Agreement by reason of its failure or delay in the performance of its obligation, if such failure or delay is caused by acts of God, Government Laws and Regulations, Strikes/lock-outs at the service venue, war, natural calamities or any other cause beyond its control and without its fault or negligence. The Party claiming the relief under force majeure shall notify the other Party thereof without undue delay and if the impediment continues for more than one (1) month due to such causes as mentioned above, either party shall be entitled to terminate the Agreement by written notice to the other party without incurring any liability for breach of contract.
- e. **Publicity** – IIMBx shall be entitled to issue or make any press releases or other public announcements relating to this Agreement, in any fora including their social media page. However, all press releases, social media outreach or other public announcements relating to this Agreement shall be provided by IIMBx and the Client can publish the same only with prior written consent from IIMBx, such consent shall only be for a limited period as decided by IIMBx. Subject to the foregoing, Client acknowledges that the IIMB logo shall be a logo of prominence and shall be published in authenticity and with the prior written consent of IIMBx.
- f. **Notices** – All notices, including notice of address change, required to be sent hereunder shall be in writing and shall be deemed to have been delivered when mailed by first class mail or reputable courier service return receipt requested to the address stated in the first page of this Agreement. Electronic communications are admissible provided these are sent with delivery confirmation receipt and followed by physical copy mailed as set forth above.

For IIMBx: usha.ganesan@iimb.ac.in

Attn: Ms. Usha Ganesan

Manager - IIMBx

For MIMT:director@mangalmay.org

Dr. Geeti Sharma

Director,

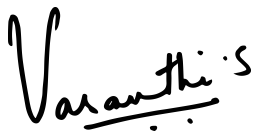
Mangalmay Institute of Management & Technology

- g. **Waiver** – Unless a Party expressly waives its rights in writing, no delay, neglect or forbearance by either Party in enforcing against the other Party, any terms and conditions of this Agreement shall either be or deemed to be a waiver or in any way prejudice any right of that Party under this Agreement.
- h. **Severability** – Should any part of this Agreement be declared illegal or unenforceable, the Parties hereto shall co-operate in all ways open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this Agreement. If any term or provision of this Agreement shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any other term or provision unless the terms and provisions so declared are expressly defined as a condition precedent or as of the essence of this Agreement, or comprising an integral part of, or inseparable from the remainder of this Agreement.
- i. **Entire Agreement** – This Agreement and Annexures, if any, represent the entire Agreement as to the subject matter hereof, and supersedes any prior understanding between the Parties.
- j. **Counterparts** – This Agreement shall be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.
- k. **General Principles** – The implementation of this Agreement shall be in full respect and accordance with the respective policies and regulations of IIMBx and the Client, and both Parties commit to implement their respective obligations in all good faith and with utmost integrity, and in a manner that is fair and equitable.

In witness whereof the parties hereto have set their hands on this the day, month and year first hereinabove mentioned.

Signed for and on behalf of:

Indian Institute of Management Bangalore



Vasanthi Srinivasan
Chairperson – Digital Learning
IIM Bangalore

Signed for and on behalf of:

Mangalmay Institute of Management & Technology



Aayush Mangal
Vice Chairman
Mangalmay Institute of Management and
Technology



Dr. Geeti Sharma
Director
Mangalmay Institute of Management and
Technology

Annexure I

Online Programme Structure:

Course	Proposed Start Date	Tentative End Date
Organizational Design: Creating Competitive Advantage	05th January, 2023	27 th March, 2023

Annexure II

Payment Schedule & Fee Structure:

Fee	Payment Details	Last Date
Full Payment	Organizational Design: Creating Competitive Advantage	As per the date mentioned on the invoice provided by IIMB

Note:

- GST would be 18%.
- The course fee will be calculated as per the enrolments in every single course.
- The unenrolled registration in the current batch cannot be adjusted for upcoming batches.

Fee Structure: (Academic Partnership Programme)

- Minimum cohort of 50 candidates is required to run the programme.
- Fee per student – Rs. 2,300/- + GST for Electives