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CF 286794

AGREEMENT

This tripartite Agreement ("Agreement") is made on this, the 24th Day of October 2019 between MES ERUMELY College, having its registered office at KOTTAYAM District of Kerala represented by its **Principal/Manager** (hereinafter referred to as "**Facilitation Support Partner or (FSP)**") which term and expression unless repugnant to the context shall mean and include their successors and assignees) of the **First Part**.

Kerala State Electronics Development Corporation Limited, a company incorporated under the Companies Act 1956 and having Corporate Identity Number U74999KL1972SGC002450 and having their Registered Office at Keltron House, Vellayambalam, Trivandrum - 695033, represented by its **Chief General Manager, Mr. BALAKUMARAN B** (hereinafter referred to as "**Industrial Training Partner or (ITP)**") which term and expression unless repugnant to the context shall mean and include their successors and assignees) on the **Second Part**.



For IIB Education Pvt. Ltd.

[Signature]
Executive Director



[Signature]
K P NAZARUDEEN
SECRETARY
MES COLLEGE ERUMELY



OSY. K. JOSE
VENDOOOR No. 44
M.O. ROAD, THRISSUR

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keltron
Trivandrum
25.2.19



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CF 286795

AND

M/s.IIB Education Private Ltd.; a company incorporated under the Companies Act 1956, having CIN Number: U72200KL2007PTC021072: 2007-2008 and its registered office at Door No.25/1130/89, 4th Floor, City Centre, Thrissur-680001, and represented by its Managing Director Mr. Justin Roy (hereinafter referred to as "NSDC Partner" which term and expression unless repugnant to the context shall mean and include its successors and assignees) on the Third Part.

Facilitation Support Partner, "Industrial Training Partner" and NSDC Partner may hereinafter also be referred to jointly as "Parties" and severally as "the Party".

WHEREAS, FSP is one of the premier colleges inKOTTAYAM.....affiliated under the university.....MAHATMA GANDHI UNIVERSITY

And WHEREAS ITP is a leading electronics manufacturer engaged in the activities of Manufacturing Products for Defense Application, Control Instrumentation, Industrial UPS, IT related products and solutions such as PC manufacturing, Software development, Networking, Web Applications and are a total solution provider to Government of Kerala. It has an integral role in the development and implementation of technology in the education reform effort of the Government of Kerala, including the work of the various Government of Kerala Ministries that are directly responsible for the success of education reforms. Keltron has been actively engaged in providing Training in IT & IT enabled job oriented Programmes.

B. Balakumar
B BALAKUMARAN
Chief General Manager

K.P. Nazarudeen
K P NAZARUDEEN
SECRETARY
M.E.S. COLLEGE ERUMELY

R.Sy. K. Jose
R.SY. K. JOSE
VENDOOOR No. 44
M.O. ROAD, THRISUR



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Justin Roy
For IIB Education Pvt. Ltd.



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keltron
R. S. Jose

And WHEREAS, the **NSDC Partner** is an Authorized Training Partner of NSDC (National Skill Development Corporation) under the Ministry of Skill Development & Entrepreneurship, Govt. of India, for imparting Skill Development Training under PMKVY [Pradhan Mantri Koushal Vikas Yojna] in various constituencies across India.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO, INTENDING, TO BE LEGALLY BOUND, AGREE AS FOLLOWS:

SCOPE:

This agreement is intended to jointly impart Skill Development Training Programs of KELTRON and the Skill Development Training Programs in-line to the NSDC Qualification Packs as per the National Occupational Standards in various Skill sectors identified by National Skill Development Corporation (herein after referred to as the Industry Institute Interactive Training Programme (IIITP)).

REPRESENTATIONS AND WARRANTIES:

EACH OF THE PARTIES REPRESENTS AND WARRANTS THAT:

- 1.1. **FSP** is a registered **College under**..... and Industrial Training Partner and **NSDC Partner** are limited liability companies in India and they have legal power and authority to enter into and perform their respective obligations under this Agreement.
- 1.2. The parties have the financial capacity to undertake and perform their respective obligations under this Agreement.
- 1.3. The execution of this Agreement does not constitute a breach of any obligations (statutory contractual or fiduciary) under any Agreement or undertaking by which the parties may be independently bound.
- 1.4. No litigation, arbitration, dispute or legal proceeding has been commenced or is pending or is threatened and no judgment or award has been given or is pending which in any way prejudices or restricts the power, capacity or authority of the parties hereto respectively to perform its/their undertakings under this Agreement.
- 1.5. All approvals, authorizations, licenses, registrations, consents (statutory or otherwise) and other actions by and notices to and filings with, any person that may be required in connection with the execution, delivery and performance of this Agreement by the parties have been obtained.


K.P. NAZARUDEEN
SECRETARY
MES COLLEGE ERUMELY

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B. BALAKUMARAN
Chief General Manager


For IIB Education Pvt. Ltd.
Executive Director

- 1.6. It is agreed that there are three types of facilities given by the FSP and is classified as three categories:


Type of Category	Roles of FSP	REMARKS
Category-1	Class Rooms, LAB Facility, Counseling & Students Registration Facility	
Category-2	Class Rooms, Counseling & Students Registration Facility	
Category-3	Counseling & Students Registration Facility only	

The category is selected by the FSP with the consent of the ITP. The fee structure and the revenue sharing will be as per clause 5 below and the category will be as per clause 1.6.

The category once selected can be changed only by the consent of FSP, ITP & NSDC Partner.

2. ROLES AND RESPONSIBILITIES OF FACILITATION SUPPORT PARTNER (FSP):

- 2.1. **Infrastructure:** FSP shall be responsible for providing the infrastructure as per the clause no:1.6. as Category ---.
- 2.2. FSP shall hand over full information about the students admitted, to the ITP in the format prescribed by the ITP
- 2.3. The FSP shall make arrangements for managing the administrative matters such as carry out the admission formalities, collection of fee (both Training Fee and Assessment fee as per clauses : 5.1 & 5.2 respectively), maintaining discipline and attendance, day to day administrative matters with regards to the smooth conduct of courses, administrative correspondence and financial transactions with ITP.


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Chief General Manager


For IIB Education Pvt. Ltd.


Executive Director

3. ROLES AND RESPONSIBILITIES OF INDUSTRIAL TRAINING PARTNER (ITP):

- 3.1. **Curriculum Design:** ITP shall design the course curriculum, course fees and syllabus being followed in institutes all over Kerala in consultation with **FSP & NSDC Partner**.
- 3.2. **Course conducting Plan & Management:** The date of commencement and closing of admission and date of commencement of classes, Resource Allocation and ERP management.
- 3.3. **Examination & Certifications:** Conduct of examinations and issue of **KELTRON** certificates to the successful candidates


4. ROLES AND RESPONSIBILITIES OF NSDC PARTNER:

- 4.1. **Engaging Faculties:** Provide faculty support for the conduct of courses, as per the schedule and curriculum in consultation with **ITP**.
- 4.2. **Marketing and Promotion:** The **NSDC Partner** shall carry out the arrangements with regard to the commencement of courses such as promotional endeavor and advertisements through Medias.
- 4.3. The **NSDC Partner** shall provide necessary support such as counseling, orientation classes to the students regarding NSDC examination, NSDC assessment methods and NSDC Certifications.
- 4.4. The **NSDC Partner** shall make arrangements for the integration of Industry Institute Interactive Training Programs to National Occupational Standards by mapping the program into Qualification Packs of NSDC in the relevant sector.
- 4.5. The **NSDC Partner** shall make arrangements for student's registration for the respective applicable NSDC qualification packs in related concerned training program, which includes printing of application forms, NSDC SDMS (Skill Development Management System) portal registration and its updation etc.
- 4.6. It is the sole responsibility of **NSDC Partner** to Coordinate NSDC assessment (Self Assessment or SSC Assessment) and NSDC Certification in respective NSDC Qualification Pack to the students who successfully completed the entire training program. All other expenses related to **NSDC Certification** if any, shall be borne by NSDC Partner.


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SECRETARY
MES COLLEGE ERUMELY

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Chief General Manager

For **MB Education Pvt. Ltd.**

Executive Director

- 4.7. The students who are interested to attend NSDC examination have to draw DD for the amount prescribed by NSDC guidelines for the assessment fee, in favor of NSDC/concerned NSDC Sector Skill Council and submit to NSDC Partner.
- 4.8. The Industrial Training Partner/Facilitation Support Partner/NSDC Training Partner shall not charge any additional fee other than the Skill Development Training fee from students.

5. FEES STRUCTURE:

- 5.1. The course Fees along with applicable Tax shall be submitted in the form of crossed Demand Draft in favor of **Kerala State Electronics Development Corporation Ltd. (K. S. E. D. C. Ltd.)** Payable at **Thiruvananthapuram**. The DD shall be submitted to ITP On or before 25th of every month with respect to the fee collected from students.
- 5.2. The students who are interested to attend NSDC examination have to draw **DD** for the amount prescribed by **NSDC Guidelines for the Assessment Fee**, in favor of **NSDC/Concerned NSDC Sector Skill Council** and submit to **NSDC Partner** before the declaration of Assessment.

5.3. **REVENUE SHARING:**


Revenue sharing shall be based on providing Facilities by Facilitation Support Partner:

Type of Category	Revenue Sharing Model		Roles of FSP	REMARKS
	Facilitation Support Partner	Industrial Training Partner		
Category-1	30%	70%	Class Rooms, LAB Facility, Counseling & Students Registration Facility	
Category-2	20%	80%	Class Rooms, Counseling & Students Registration Facility	
Category-3	10%	90%	Counseling & Students Registration Facility only	

The Revenue sharing between Industrial Training Partner and NSDC partner is:

Industrial Training Partner	NSDC Partner
20% of amount after deducting the FSP share	80% of amount after deducting the FSP share


K P NAZARUDEEN
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B BALAKUMARAN
 Chief General Manager


IIB Education Pvt. Ltd.
 Executive Director


6. TERM & TERMINATION:

This Agreement shall be effective from the date of this agreement and will be valid for a period of **Three Years from the date of signing of this Agreement** unless otherwise terminated earlier as provided here under or renewed on mutual agreement in writing, signed by the authorized signatories of the parties. The other two parties should approach ITP at least two months before the expiry of the term of this Agreement, expressing their interest in renewing this Agreement and ITP may consider such request for renewal strictly on merit.


- 6.1. On breach of the terms: In the event of breach of any of their obligation under this Agreement by any party/ies, the non-breaching party/ies may terminate this Agreement by giving the breaching party/ies, 30 days written notice specifying the breach and requesting that the breach be rectified within the above said period of 30 days. If the breach is not rectified within the stipulated period of 30 days, this Agreement shall stand terminated.
- 6.2. Under a mutual rescission Agreement: The Agreement can be terminated any time during the tenure of the agreement, with mutual consent of the parties by signing a Mutual Rescission Agreement. Such Termination will require a 30 Days' Notice. When mutually terminated, the notice period may be increased or decreased as may be required.


7. EFFECT OF TERMINATION

- 7.1. Termination shall not release any party from payment of any sum owing to the other/s or terminate any other obligation or liability or any security interest or lien held by the Parties.
- 7.2. Termination of this Agreement for any reason whatsoever shall not release any party hitherto from any of the obligation, which at the time of termination has already accrued to the other party whether or not the amount of such obligation has been quantified at the time of termination. In order to avoid any ambiguity in this regard, it is further clarified that in the event of Termination of this agreement, the respective obligations of the Parties under this agreement shall continue till the training programs, already started by the time of such termination, are fully completed, examination conducted and certificates are issued.
- 7.3. Following termination of this Agreement, each party shall promptly return to the other party all Confidential Information of such other party and certify in writing that it has done the same.


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SECRETARY
MES COLLEGE ERUMELY

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Chief General Manager

For MB Education Pvt. Ltd.

Executive Director

- 7.4. Notwithstanding termination or expiration of this Agreement the provisions under Sections "Indemnification", "Confidentiality", "Entire Agreement", "Limitation of Liability", shall survive termination of this Agreement.

8. INDEMNIFICATION:


If any party to this agreement suffers any loss or damage on account of any breach or any shortfall in meeting the guaranteed performance parameters as per the terms of this agreement, the party/parties at fault undertake/s to promptly make good such loss or damage caused to such other party/parties on demand, without any demure. Further the parties herein agree that it shall be lawful for each of the parties to deduct from and out of any money for the time being payable or due to the other party/parties at fault under this agreement or otherwise to set off any loss or expense, cost or damages sustained or incurred or shall be incurred by any such party/parties on account of the aforesaid reasons or by reason of the termination of this Agreement.


9. GENERAL TERMS AND CONDITIONS

CONFIDENTIALITY:

Each party ("Receiving Party") agrees to keep confidential and not disclose or use except in performance of its obligations under this Agreement, confidential or proprietary information related to the other party's ("Disclosing Party") technology or business that the Receiving Party learns in connection with this Agreement and any other information received from the other, including without limitation, to the extent previously, currently or subsequently disclosed to the Receiving Party hereunder or otherwise: information relating to products or technology of the Disclosing Party or the properties, composition, structure, use or processing thereof, or systems therefore, or to the Disclosing Party's business (including, without limitation, computer programs, code, algorithms, schematics, data, hard ware design, part list, vendor lists, know-how, processes, ideas, customer information, inventions (whether patentable or not), names and expertise of employees and consultants, all information relating to customers and customer transactions and other technical, business, financial, customer and product development plans, forecasts, strategies and information (all of the foregoing, "Confidential Information"). Neither party shall disclose the terms of this Agreement to any third party, without the prior written consent of the other party. Each party shall use reasonable precautions to protect the other's Confidential Information and employ at least those precautions that such party employs to protect its own confidential or proprietary information. "Confidential Information" shall not include information the Receiving Party can document:

(a) is in or (through no improper action or inaction by the Receiving Party or any affiliate, agent or employee) enters the public domain (and is readily available without substantial effort), or


K P NAZARUDEEN
SECRETARY
MES COLLEGE ERUMELY

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Chief General Manager


IIB Education Pvt. Ltd.
Executive Director

(b) was rightfully in its possession or known by its prior to receipt from the Disclosing Party, or
(c) was rightfully disclosed to it by another person without restriction, or

(d) Was independently developed by it by persons without access to such information and without use of any Confidential Information of the Disclosing Party.

(e) Each party, with prior written notice to the Disclosing Party, may disclose such Confidential Information to the minimum extent possible that is required to be disclosed to a governmental entity or agency in connection with seeking any governmental or regulatory approval, or pursuant to the lawful requirement or request of a governmental entity or agency (including a court order or subpoena), provided that reasonable measures are taken to guard against further disclosure, including without limitation, seeking appropriate confidential treatment or a protective order, or assisting the other party to do so.

RELATIONSHIP:

This Agreement is not intended by the Parties to constitute or create a joint venture, Limited Liability Company, pooling arrangement, partnership, or other formal business organization of any kind. Neither party shall for any purpose, be deemed to be an agent of the other party and the relationship between the parties shall only be that of independent contractors. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

ASSIGNMENT

This Contract shall not be assigned or otherwise transferred by any Party, in whole or in part, without the prior express written consent of the other Party. Any such assignment, or transfer by one Party not in accordance with this provision is a material breach of this Agreement and shall be grounds for immediate termination thereof by the other Party and the party/parties in breach shall compensate the other parties for any losses whatsoever caused thereby. The foregoing shall not apply in the event of either party shall change its name or merge with another company/corporation/organization, but in both cases the resulting/emerging/surviving company/corporation/organization shall be bound by the terms of this Agreement.

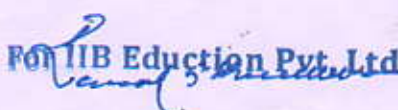
AMENDMENTS:

This Agreement shall not be amended, modified or extended, nor shall any waiver of any right hereunder be effective, unless set forth in a documented executed by duly authorized representatives of all Parties, specially referencing the provision of this Agreement to be


K P NAZARUDEEN
SECRETARY
MES COLLEGE ERUMELY

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B BALAKUMARAN
Chief General Manager


For TIB Education Pvt. Ltd.
Executive Director

amended, modified, extended or waived. The failure of any party to insist upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall not be constructed or deemed as a waiver of the right to assert any of the same at any time thereafter.

FORCE MAJEURE:

In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement due to any Act of God, fire, casualty, flood, earthquake, war, epidemic, destruction of production facilities, riot or any other cause beyond the reasonable control of the party invoking this section, and if such party shall have used its commercially reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences. Each Party shall take due care and reasonable alternative measures in order to avoid effect of such events on the performance of the party's ability to perform its obligations under this agreement and to mitigate the consequences thereof. Regardless of the excuse of Force Majeure, if such party is not able to perform within ninety (90) days after such event, the other party may terminate the Agreement. Termination of this Agreement shall not affect the obligations of either party which exist as of the date of termination.


SEVERABILITY:

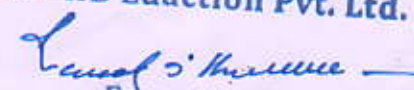
The parties intend this Agreement to be a legally enforceable instrument. If any term, condition or provision of this Agreement is held or finally determined to be void, invalid, illegal, or unenforceable in any respect, in whole or in part, such term, condition or provision shall be severed from this Agreement, and the remaining terms, conditions and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.

RULES & REGULATIONS:

To the extent the obligations of the Parties hereunder involve access to information classified by the government Customer as "Confidential" or higher, the provisions of all applicable laws, statutes and regulations shall apply to this Agreement.


K P NAZARUDEEN
SECRETARY
MES COLLEGE ERUMELY


B BALAKUMARAN
Chief General Manager
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For IIB Education Pvt. Ltd.

Executive Director

GOVERNING LAW:

This Agreement shall be governed by and construed in all respects in accordance with the laws of India as amended.

DISPUTE SETTLEMENT:


Any dispute, controversy or claim or difference of any kind whatsoever arising between the parties, out of or in relation to this agreement or other document or the validity, interpretation, breach or termination thereof ("Dispute"), including claims shall be redressed or settled amicably by both the Parties through discussion and if the dispute is not settled it shall be referred to Head (ITBG, Keltron) for settlement. If the dispute is not settled within 30 days of such dispute the aggrieved Party shall approach the Law Courts in Thiruvananthapuram.

NOTICES:

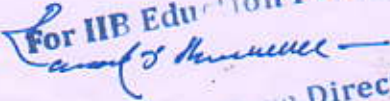
All notices, certificates, acknowledgments or other written communications (hereinafter referred to as "Notices") required to be given under this Agreement shall be in writing and shall be deemed to have been given and properly delivered if duly mailed by certified or registered mail to the other Parties at its address set forth on the first page above, or to such other address as any Party may, by written notice, designate to the others. Additionally, Notices sent by any other means (i.e., facsimile, overnight delivery, courier, *email* and the like) are acceptable subject to written confirmation of both the transmission and receipt of the Notice. Notice sent to the party deemed delivered on expiry of 7 business days from the date of dispatch.

MISCELLANEOUS:

In entering into this Agreement the Parties hereto recognize that it is impracticable to make provisions for every contingency that may arise in the course of their performance and accordingly the Parties hereby declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interests of any of them and that none of the Parties shall make undue gains at the other party's expense and that all provisions of this Agreement shall be applied in good faith. If in the course of the performance of this Agreement unfairness to any party is disclosed or anticipated then the Parties shall use their best endeavors to agree upon such action as may be necessary and equitable to remove the cause of the same.


K P NAZARUDEEN
SECRETARY
MES COLLEGE ERUMELY


B BALAKUMARAN
Chief General Manager


For IIB Education Pvt. Ltd.
Executive Director

ENTIRE AGREEMENT:

This Agreement, including all Exhibits hereto which are incorporated herein by reference, constitutes the entire agreement and understanding between the Parties hereto, and supersedes and replaces any and all previous or contemporaneous understandings, commitments, agreements, proposals or representations of any kind, whether oral or written, relating to the subject matter hereof. For this purpose the term Exhibits shall include the Agreement, Annexures, which may be made subsequently on mutual agreement between Parties.

COUNTERPARTS:

This Agreement is executed in three counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES AS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

<p>For</p> <p>K P NAZARUDEEN SECRETARY MES COLLEGE ERUMELY</p>	<p>For Kerala State Electronics Development Corporation Ltd.</p> <p><i>B. Balakrishnan</i></p> <p>KERALA STATE ELECTRONICS DEVELOPMENT CORPORATION LTD. Keltron House Vellayambalam Trivandrum Pin-695 033</p> <p>B BALAKRISHNAN Chief General Manager</p>	<p>For IIB Education Pvt. Ltd.</p> <p><i>Fredin P P</i></p> <p>IIB Education Kerala NSDC Keltron Pvt. Ltd. Pin - 680 001</p> <p>Fredin P P Executive Director</p>
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Witnesses:

- Phinageeb*

PHINAGEEB
CHAIRMAN
MES COLLEGE ERUMELY
- Ajaya Kumar C.P.*

2. **AJAYA KUMAR C.P.**
MANAGER
K.S.E.D.C.LTD.
KELTRON HOUSE
TVM-33
- Fredin P P*

3. **FREDIN P P**
Project manager

K P NAZARUDEEN
SECRETARY
MES COLLEGE ERUMELY



For IIB Education Pvt. Ltd.
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Executive Director