



MASTER SERVICE AGREEMENT

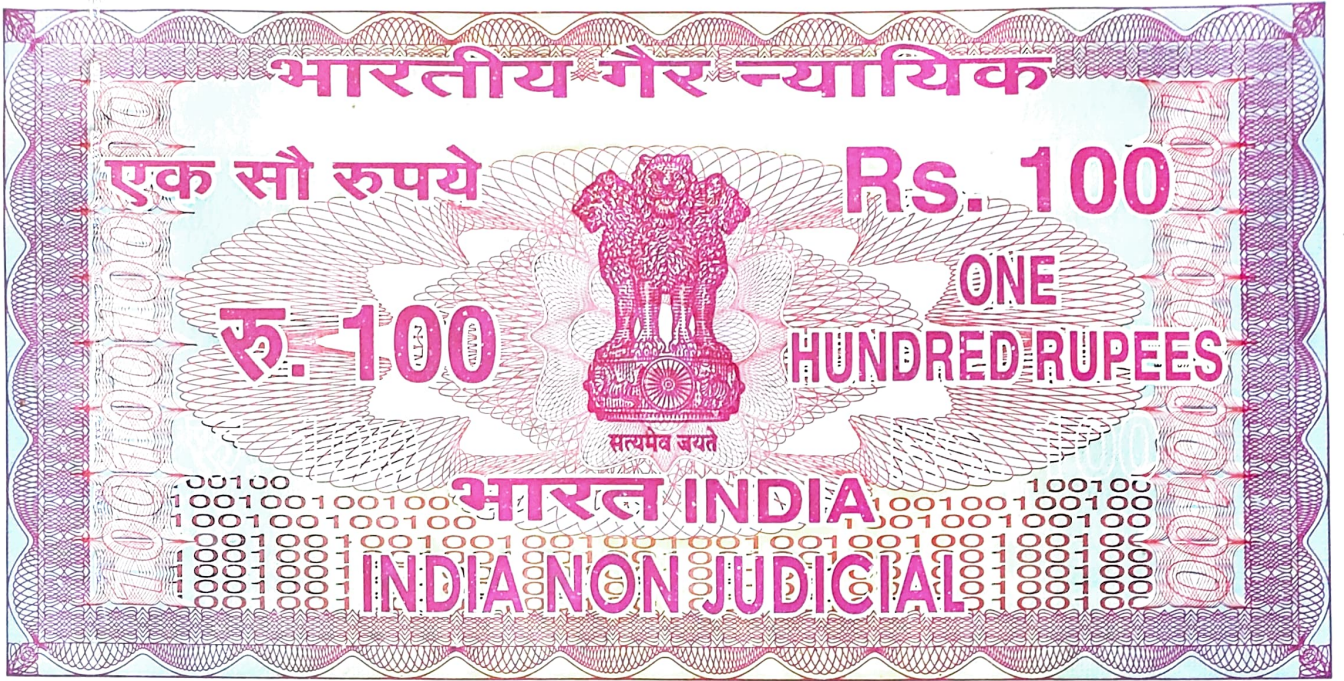
Between

IIT Madras Pravartak Technologies Foundation

And

J B Educational Society (JBES)

13rd June 2023



தமிழ்நாடு தமிழ்நாடு TAMILNADU

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S. SINGARAVELU,
STAMP VENDOR,
No. 2, 4th Main Road, (Market),
NANGANALLUR, CHENNAI-61
L. No. 422 / St / 55

Master Services Agreement

This Master Service Agreement was made and entered into on 13th June, 2023 by and between:

IIT Madras Pravartak Technologies Foundation, a Section 8 company and the Technology Innovation Hub of IIT Madras, registered under Companies Act 2013 with (CIN: U73100TN2020NPL135863) has its registered office at E1-07, E Block, 1st Floor, IIT Madras Research Park, Taramani, Chennai 600113 India represented by CEO, IITM Pravartak (hereinafter called 'IITM Pravartak') which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its Successors-in-office, (successors-in-interest, designates and permitted assigns) of the **FIRST Party**;

AND

J B Educational Society (JBES) (Consisting of J B Institute of Engineering & Technology (JBIET), Bhaskar Engineering College (BEC), Bhaskar Pharmacy College (BPC) and Bhaskar Law College (BLC) (hereinafter referred to as "**JBES**") a society founded as per the laws of India, having its registered office at 6-3-248/1/1A, 4th Floor, Bhaskara Plaza, Road no : 1, Banjara Hills, Hyderabad, Telangana, represented by **Mr. J V Krishna Rao, Secretary, JBES** (which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives, administrators, successors and assigns) of the **SECOND PARTY**;

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IITM Pravartak and JBES are hereinafter collectively referred to as “Parties” and individually referred to as “Party”.

WHEREAS:

- 1. About IITM Pravartak:** IITM Pravartak Technologies Foundation (<https://www.pravartak.org.in>) is a section 08 Company housing the Technology Innovation Hub on Sensors, Networking, Actuators and Control Systems (SNACS) and hosted by IIT Madras. The company is funded by the Department of Science and Technology (DST), Government of India, under its National Mission on Interdisciplinary Cyber-Physical Systems (NM-ICPS). The mandate of the company is to nurture young minds to develop and productize Atmanirbhar solutions in the areas of Cyber-Physical Systems with special emphasis on Indian needs. Skill development and job creation are the targets set by NM-ICPS. SNACS powered Internet of Things and Everything (IoT & IoE), are significant components of Cyber-Physical Systems (CPS). The TIH aims at solving both fundamental problems in SNACS for IoT/IoE and developing enabling technologies for systems and applications. **The terms of this Agreement shall be carried by Digital Skills Academy at IITM Pravartak.**
- 2. About JBES:** JBES, having its registered office at **6-3-248/1/1A, 4th Floor, Bhaskara Plaza, Road no : 1, Banjara Hills, Hyderabad, Telangana** has expressed interest in promoting IITM Pravartak Courses. JBES also offers unique assessments to the student community. The Founder of JBES has been in the education space for the last 20 years. The JBES will carry out its operations on skilling program with IITM Pravartak through Bodhbridge Educational Services Private Limited.
- 3. Parties intend to promote multiple programs under this Master Service Agreement (“MSA”/ “Agreement”) over the next 3 years.**

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, through friendly consultation in accordance with relevant laws and regulations and in the spirit of mutual benefit, honesty and good faith the Parties agree as follows:

I. Definitions

“Affiliates” shall mean in relation to a Party, an entity which controls, is controlled by, or is under common control with such Party, where “control” means a person that directs the management and policies of the Party, through the ownership of at least 50% (fifty percent) of the voting securities or the ability to appoint majority directors on the board.

“Confidential Information” includes all technical data, system study reports, system requirements, specifications, designs, drawings, business models, Intellectual Property Rights, or other information, whether written or oral or in any format, belonging to one Party and supplied by such Party to the other Party in the course of this Agreement either in electronic, oral or physical form, or which may come to the knowledge of the other Party by virtue of this Agreement, whether or not specifically marked as being confidential. Confidential Information does not include information that (a) is in the public domain at the time it was disclosed; or (b) was in receiving Party’s lawful possession or known by it prior to receipt from disclosing Party; (c) becomes known



from a third-party source, provided any such source is legally entitled to have and to disclose such information without restriction; or (d) was independently developed by the receiving Party without reference to any information received from the other Party.

“**Cohorts**” refers to the batch of End User students and other industry and government staff undergoing the Program.

“**Data Protection Legislation**” means all statutes, enacting instruments, common law, regulations, codes of practice, decisions, legislations whether in India or elsewhere concerning the protection and/or processing of personal data, as may be amended or be applicable from time to time including relevant provisions of the (Indian) Information Technology Act, 2000 and rules thereof.

“**End Users**” means all those who are registered for the Program.

“**Force Majeure Event**” means acts or events beyond the control of the Parties and shall include, but not limited to the following events, i.e., civil disturbance, riots, strikes, earthquakes, storm, tempest, acts of God, emergency, epidemic and/or pandemic.

“**Governmental Authority**” means and includes the Government of India, any governmental (state or central), semi-governmental, administrative, fiscal, judicial, or quasi-judicial body, board, department, commission, authority, instrumentality, tribunal, court, agency or other authority exercising powers conferred by applicable Indian laws.

“**Intellectual Property Rights**” shall mean and include the rights in relation to a Party relating to intangible property, including patents, trademarks, trade dress, service marks, trade names and copyrights, and applications, and all trade secrets, including without limitation, the know-how, inventions, designs, processes, works of authorship, manuals, documentation, computer programs and technical data and information.

“**Platform**” shall mean the instance of the URL hosted for any particular Program or Programs.

“**Programs**” shall mean the programs/courses offered by the Parties under this MSA. The exact name of the program(s) will be mutually decided between the Parties as given in Annexure 1 or after completion of market survey as may be decided between the Parties.

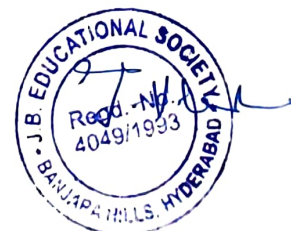
“**Program Title**” shall mean the title of each Program, as mentioned in Annexure 1.

II. Scope of Engagement

The MSA is aimed at establishing a framework for promoting IITM Pravartak courses offered by different partners of IITM Pravartak. JBES will be involved in the promotion and sale of IITM Pravartak courses. JBES will be a non-exclusive partner to IITM Pravartak for promoting its courses. IITM Pravartak shall provide necessary marketing materials to the JBES.

III. Responsibilities of Parties

Roles and responsibilities of each party are covered in Annexure 1.



IV. Payments

- a. Details about the payment are mentioned in Annexure 1.

V. Representation and Warranties

Each Party represents in relation to the other Party that, as of the Effective Date:

- a. it is duly incorporated under the laws of its jurisdiction, validly existing and in good standing under the laws of its jurisdiction and has all requisite power and authority to own and operate its business and properties and to carry on its business as such business is now being conducted and is duly qualified to do business in India and in any other jurisdiction in which the transaction of its business makes such qualification necessary;
- b. it has the full legal capacity and power to enter into, exercise its rights under, and perform its
- c. obligations under this Agreement and the execution, delivery and performance of this Agreement has been or will be duly authorized by all necessary corporate actions;
- d. it has complied with all conditions and things required by Applicable Laws in order to enable it to lawfully enter into and exercise its rights and perform its obligations under this Agreement, and to make this Agreement admissible in evidence;
- e. this Agreement has been duly executed and forms the legal, valid and binding obligations of such Party, enforceable in accordance with their terms;
- f. no litigation, arbitration, claim, suit, case, action, investigation or proceeding or order, judgment, injunction, decree, award, settlement or stipulation of or before any arbitrator, tribunal or Government Authority, is pending or outstanding or, to the best of its knowledge which may be prejudicial to this Agreement;
- g. In addition, each Party represents that it shall not, directly or indirectly through any agents, contractors, employees, associates, affiliates or third parties, attempt to decompile, disassemble, reverse engineer or otherwise attempt to derive the source code for the other Party's Background IP ("defined hereinafter").

VI. Term and Termination

This Agreement shall be valid for a period of 3 (three) years from the date of this execution of this Agreement unless terminated earlier in accordance with this Clause 6 (the "Term"). This arrangement also will override any and all previous agreement between Digital Skills Academy and JBES for all courses listed in this agreement. The Term is renewable on same terms unless otherwise agreed between the parties such other varied terms as agreed by the Parties in writing. This Agreement may be terminated during the Term by mutual consent of Parties in writing. In the event either Party is desirous of terminating the Agreement, it shall give the other Party a prior written notice of 30 (thirty) days or end of the current Program that is operational, at any time during the subsistence of the Agreement.



Either party may terminate this Agreement in the event of a material breach by the other Party of any of the terms of this Agreement that has not been cured within 30 (thirty) days on receipt of written notice of such breach from the non-defaulting party. In the event of a termination, The Company will ensure that delivery obligations to any End User, registered before such termination, are fulfilled. IIT Madras Pravartak shall extend all cooperation in this regard, as may be reasonably required and requested by The Company. Any unauthorized use of the Program or any fraudulent, abusive, or otherwise illegal activities can be grounds for termination of access/right to use. Expiry or earlier termination of this Agreement will not prejudice any rights of the Parties that may have accrued prior thereto.

VII. Intellectual Property Rights

All Intellectual Property Rights including the copyright in any materials provided or made accessible (including content developed, Course Enhancements and Derivative Works during the term of this MSA) (“**Background IP**”) by either Party to the other will remain with the Party providing, developing or making available such materials and nothing in this MSA is intended to or shall affect a transfer of any such Intellectual Property Rights of either party to the other Party. All material, data, technology, invention etc., developed or generated by IITM Pravartak, will solely belong to IITM Pravartak.

For the purposes of this Clause, “Course Enhancements” and “Derivative Works” shall mean but not be limited to any customization, translations, adaptations, captioning, encoding, recordings, indexing, searchable tags or transcripts, or other similar enhancements or other technical enhancements necessary or desirable to provide Program content on the Platform (collectively referred to as the “Program Material”).

Each Party hereby grants to the other Party a limited, revocable, worldwide non-exclusive, non-assignable and non-sub-licensable license to use their Intellectual Property Rights solely for the purpose of developing and providing the Programs to the End Users during the Term of the Agreement, in accordance with the terms and conditions of this Agreement.

Any recommendation, report, results, data, research, technology or other intellectual property (“Results”) arising out of the joint effort of the parties and that prima facie seem patentable or warrant such other IP protection, each party agrees and undertakes to jointly own and protect such IP with the other, naming only those individuals as inventors therein, who contributed to the inventing or creative process

VIII. Confidentiality

All Confidential Information communicated and exchanged between the Parties or made available by either party to the other in connection with this Agreement shall be received in strict confidence and will be used only for purposes of this Agreement. Each party shall protect Confidential Information received from the other party with the same level of care it protects its own confidential information of a similar character or nature but in no case less than reasonable care. No party, its agents, contractors, or employees that receives Confidential Information from the other will disclose such Confidential Information without the prior written consent of the other Party.



Either Party may disclose Confidential Information only where it is

- a. required to be disclosed by applicable law regulation or order of court, or under any directives or order by governmental, supervisory or regulatory body or rules of any stock exchange having jurisdiction over either Party or their Affiliates, provided that the party who is required to make sure disclosure give prior written notice to the other party sufficient to allow such party an opportunity to seek a protective order or other similar protection against disclosure; or
- b. is necessary to be disclosed to professional advisors, directors, employees of a Party in connection with this Agreement and only for purposes of this Agreement, provided that such individuals or entities to whom such disclosure is made first agree in writing to confidentiality provisions no less restrictive than those set forth in this Agreement.

Upon expiration or termination of this Agreement for any reason, each party shall return or certify in writing the destruction of Confidential Information received from the other party.

IX. Limitation of Liability

Under no circumstances shall either Party be liable to the other for any (i) indirect, incidental or consequential damages (including loss of profit or business), howsoever arising, whether under any law of contract, tort or otherwise, even if informed of the possibility of the same; or (ii) exemplary or punitive damages.

Either Party shall not be liable for any liability that may arise due to the usage of hardware or any other material relating to the usage of the hardware in which the Program has been installed. IITM Pravartak shall not be liable for any liability that may arise out of the use of the Company's online platform.

Except for breach of confidentiality obligations, willful default, gross negligence and/or misrepresentation, in no event, will the total aggregate liability of either Party, in respect of any Program, exceed the Program Fee (as provided for in Annexure 1, specifically for each Program) collected in respect of the most recent Cohort (either in progress or completed) associated with that particular Program, from the date of any claim under this Agreement.

X. Data Security & Privacy:

Both Parties represent and warrant that its collection, access, use, storage, disposal and disclosure of any and all data, personal information of the counterparty and/ or any End User shall comply with the provisions of the Data Protection Legislation and all applicable laws, regulations wherever applicable at that time.

Further, unauthorized disclosure or use of personal information and/or personal data by either Party and/or any of its agents, employees, directors, or anyone acting on its behalf may result in substantial harm and liability to the counterparty and hence the counterparty shall be entitled to seek equitable relief (including an injunction) in the event of a breach or threatened

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breach of these provisions and claim any damages as and when required.

Both Parties agree to make reasonable efforts to maintain security and monitor all use (including unauthorized use) from its respective site and to communicate the terms of the usage guidelines to the End Users.

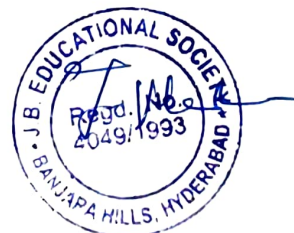
XI. Exclusivity

During the course of this MSA, both Parties agree to work exclusively with each other with regard to the specific Program Titles mentioned in Annexures, provided that either Party may work with third parties with regard to the specific Program Titles with the prior written consent of the other Party. The material generated for the course will remain exclusive to the course and without permission of all parties cannot be used for other purposes. No clause in this MSA will restrict the parties to work on other areas and titles or other content with third parties without using the content or information provided by the other Party to this Agreement.

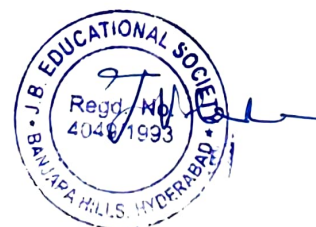
It is further clarified that the exclusivity is only on the Program Titles and not the coverage of the Program. Further, the material generated for Program will remain exclusive for the Program and neither party will be able to use it for any other program without prior permission from the other party.

XII. Miscellaneous


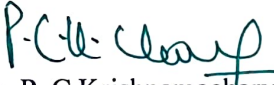
- a. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of India, without regard to any choice of law or conflict of law provisions that would require the application of the laws of any other jurisdiction.
- b. **Amendments:** This Agreement constitutes the entire agreement between the Parties regarding the subject matter of this Agreement, and supersedes all other prior agreements, understandings and negotiations, both written and oral, among the Parties. This Agreement may not be amended except by an instrument in writing signed by the duly authorized representatives of each of the Parties hereto.
- c. **Warranty:** Each party warrant to the other party that (i) the services to be provided under this Agreement do not violate any applicable law, rule, or regulation; any contracts with third parties; or any third party rights in any patent, trademark, copyright, trade secret or similar intellectual property right; (ii) it is the lawful owner or licensee of any programs or materials used by them in the performance of the services under this Agreement and has all rights necessary to convey unencumbered ownership of any and all deliverables; (iii) any content or other intellectual property provided by it in relation to the Programs, this Agreement or otherwise in order to fulfill its obligations under this Agreement, shall not infringe the Intellectual Property Rights of any third party; and (iv) the services rendered under this Agreement will be performed in a professional manner.
- d. **Assignment:** The Parties shall not assign this Agreement, or assign or delegate any rights or obligations hereunder, without the prior written permission of the other Party.



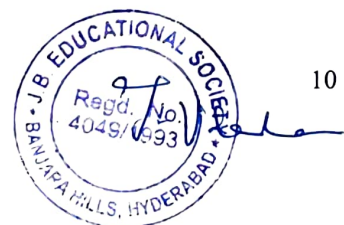
- e. **Severability:** In the event any term of this Agreement is held to be invalid, illegal or otherwise unenforceable under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any action in any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.
- f. **Waiver:** The failure of any Party to exercise any right or to demand the performance by the other Party of duties required hereunder shall not be deemed to constitute a waiver of any provision, condition or requirement hereof. No delay or omission of any Party to exercise any right hereunder on one occasion in any manner shall impair the exercise of any such right on any other occasion.
- g. **Force Majeure:** Neither Party shall be responsible for failure to fulfill any obligation for so long as, and to the extent to which, the fulfillment of such obligation is impeded by a Force Majeure Event, provided that the Party subject to the Force Majeure Event: (i) has promptly notified the other Parties of any circumstances which may result in failure to perform its obligations; (ii) could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event occurred, it ought reasonably to have taken, but did not; and (iii) uses its best endeavors to minimize the adverse consequences that any failure in performance of its obligations might have, and to return the performance of such obligations to normal as soon as possible.
- h. **Relationship of Parties:** This Agreement is on principal-to-principal basis and (save where expressly stated in writing in this Agreement) nothing contained herein shall be deemed as any collaboration, partnership, joint venture, or agency between the Parties hereto, nor shall anything in this Agreement create any employer-employee relationship among the parties or between one party and the employees, contractors, or agents of the other party, nor authorize any party to make or enter into any commitments for or on behalf of other party.
- i. **Dispute Resolution:** Any dispute or difference that may arise between the parties hereto out of or in connection with this Agreement shall be resolved, by reference to arbitration. The proceedings shall be conducted by a sole Arbitrator (to be appointed mutually by the Parties) in accordance with the Arbitration and Conciliation Act, 1996 as amended. The arbitration shall be held at Chennai and be conducted in English language. The order passed by such arbitrator shall be final and binding on the parties to this agreement.
- j. **Anti-Corruption and Anti-Bribery:** With respect to this Agreement, the Parties acknowledge and agree that the statutes of Prevention of Corruption Act, 1988 and Prevention of Money Laundering Act, 2002 prohibit its End Users and employees/ officers from offering, paying or authorizing any financial or other advantage to be given to any official or employee of any Governmental Authority or political party, political candidates or employees of government enterprises (each, an "Official") for the purposes of (1) obtaining a proper business advantage; (2) influencing such Official to take, or not to take, any action or decision; or (3) inducing such Official to use his or her influence to affect any act or decision of a Governmental Authority.






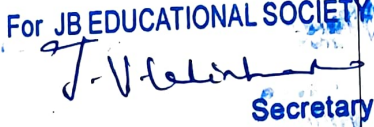


- k. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed to constitute one copy of the same Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement.
- l. **Super cessation:** This Agreement shall supersede and replace the prior agreement/s between IITM Pravartak and the Company regarding the subject matter covered hereby.
- m. **Notices:** All documents, approvals, consents and notices to be provided under this Agreement must be given in English and must be sent in writing by Hand delivery to the notified person, fax, E-mail, Courier, first class airmail, postage prepaid, by either Party hereto, to the other at the following addresses unless specified otherwise. Also, in case of a change of address the Party shall inform the other Party, in writing, about the change of address.

	For IITM PRAVARTAK	For JBES
Address:	Digital Skills Academy, IITM Pravartak Technologies Foundation Chennai - 600 113	J B Institute of Engineering and Technology Village: Yenkapally, Moinabad Mandal, Ranga Reddy Dist., Hyderabad - 500075
Signature		
Contact Person Name	Prof. Mangala Sunder. K	Dr. P. C Krishnamachary
Designation	Project coordinator	Principal
Email	mangal@iitm.ac.in	principal@jbiet.edu.in

All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission, which confirmed answer back, if transmitted by facsimile/electronic/e- mail transmission, or (ii) the business date of receipt, if transmitted by courier.



This Agreement is duly executed on the 13th day, June month and 2023 year first herein above written in the presence of:

	For IITM Pravartak	For JBES
Signature		
Name and Designation	Dr. M J Shankar Raman, CEO, IITM Pravartak Technologies Foundation, Chennai - 600 113.	Mr. J V Krishna Rao Secretary JBES
Seal		
Witness:		
Signature		
Name	Mr. Balamurali Shankar	K. Venkatesh
Designation	GM (Skills)	Director Institute for Academic Excellence, Hyderabad

Annexure 1: Roles & Responsibilities

Responsibilities of the JBES

1. JBES will work with IITM Pravartak to promote its courses to their students.
2. JBES will work on the branding for IITM Pravartak.
3. JBES will use IITM Pravartak Logo wherever it is required in an appropriate and relevant manner.
4. JBES will enroll students in different courses offered by IITM Pravartak. Pricing of each course will be mutually agreed upon based on the number of students.
5. Pravartak will raise an invoice to the JBES, 18% GST is applicable on the total invoice amount.

Responsibilities of IITM Pravartak

1. Design and create basic video lectures with its faculty or with the partner company which shall include both online classes and recorded videos.
2. Conduct lecture sessions and periodic reviews as mutually agreed.
3. Provide classroom infrastructure, as necessary, for campus visits. (Three-day visits maximum for each cohort).
4. Issue certificates to successful participants through IITM Pravartak.
5. Allow limited use of the brand of IITM Pravartak logo