Memorandum of Understanding (MoU)

THIS AGREEMENT is made on the Seventh day of September 2020, By and Between:—

RV INSTITUTE OF MANAGEMENT CA 17, 36th Cross, 26th Main, 4th 'T' Block, Jayanagar, Bangalore – 560041 (hereinafter referred to as the "RVIM" through its Authorized Signatory Dr. Purushottam Bung (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its Directors, executors, administrators, appointed attorneys, Franchisees, and assigns.) of the FIRST PART

And

SetCONNECT Inc. (SetCONNECT), a company incorporated in Delaware, with its registered office at 1200, East 11th Street, Austin , Texas 78702 (hereinafter referred to as the "SetCONNECT" through its Authorized Signatory Dr. Ramesh Rajagopalan, Chief Executive Officer) which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his legal heirs, successor, executors, administrators, appointed attorneys, and assigns) of the SECOND PART

WITNESSETH

WHEREAS, SetCONNECT Inc. (SetCONNECT)

is a professional company with a focus on providing curriculum, technology and global faculty in business analytics, artificial intelligence and allied sciences.

WHEREAS, RV INSTITUTE OF MANAGEMENT (RVIM) is an educational institute under the Bengaluru Central University offering high quality management education.

WHEREAS, both RVIM and SetCONNECT, (jointly referred to as 'the parties') have recognized the importance of imparting industry focused, higher education programmes to students and working professionals that enhances their learning and employability. The field of Business Analytics (hereinafter referred to as BA) is growing in importance. Recent developments in education technology offer students a superior learning environment. Combining both these aspects along with RVIM's proposed plans for a broader offering of management education, will enable both parties to offer a valuable set of offerings for fresh graduates and working professionals.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both RVIM and SetCONNECT hereby acknowledge, and agree to hereby sign a memorandum of understanding (MoU).

SCOPE SUMMARY

This MoU formalizes a relationship between RVIM and SetCONNECT (hereinafter collectively referred to as 'the Parties"). The MoU establishes that the Parties agree to jointly offer a series of short term and medium term higher education programmes in the areas of BA and Data Science. Students enrolling in these programmes will become industry-ready and these would equip them to get employment, on-campus or off-campus specifically. The areas of cooperation may be extended through mutual consent.

SCOPE DETAILS

Both parties plan to offer specific academic management programmes in collaboration. RVIM, being a recognized academic institute will be the entity conducting the programmes at their existing Bengaluru campus. These include short-term and medium-term programmes.

The Roles and Responsibilities of both parties have been laid out in **Annexure - 1**.

List of Certification programmes

It is planned that the following programmes be offered:

Ioint RVIM-SetCONNECT certification:

- Short-term Certificate programmes for working professionals.
- Short-term Faculty development programmes.

Other programmes may be added as deemed necessary by both parties. The list of programs shall be detailed in Annexure – 2 and additional annexures as required.

Operating Model

- 1. The curriculum will be developed, delivered and managed by SetCONNECT for the BA subjects
- 2. RVIM will deliver and manage all the non-BA subjects (i.e; those related to Marketing, Finance and HR where relevant)
- 3. SetCONNECT will provide the learning management system for any on-line content provided as part of the programmes
- 4. SetCONNECT will provide the global and India-based expert faculty to deliver the programmes
- 5. RVIM will provide classroom(s) with internet access (and computing resources as necessary); students are expected/encouraged to have their own laptops or computers available in the existing computer laboratory of the Institute will be used

Establish Business Analytics(BA) Centre of Excellence (CoE)

To support the planned courses and build the right faculty capability and tools both parties will initiate a BA COE within RVIM which will support cross-functional working across the MBA stream which can benefit from this COE.

Both parties shall develop a joint business plan. While not binding, both parties shall dedicate sufficient resources, agreed upon after mutual discussion to support the success of this business plan.

This CoE will be exclusive for the state of Karnataka, India for a period of 2 years. While not binding, SetCONNECT will also promote, on a best effort basis, the expertise of the CoE and RVIM faculty, in its other collaborations, all across India.

The CoE will be jointly established between RVIM and SetCONNECT with the following objectives:

- Provide a base to support industry collaboration in the areas of Business Analytics
- Establish a lab wherein multiple software tools may be made available for student projects
- Conduct Technical and Academic Conferences on Business Analytics and related topics
- Serve as a nodal point for Research into digital transformation

EFFECTIVE DATE AND DURATION OF MOU

- 1. This MoU shall be effective from September 7, 2020
- 2. Validity: This Agreement is valid for a minimum of 2 years from the date of signing of this agreement and the same would be treated in effect as long as any or both parties do not wish to exit. The agreement shall be renewed by mutual discussion with appropriate changes as required.
- 3. Termination: If either of the parties wants to exit or have early termination of this agreement they need to give three months' notice, after settlement of the dues and/or an appropriate amount as compensation to the other party.
- 4. Any clause or article of the MoU may be modified or amended by mutual consent between both parties

REVENUE SHARE, EXPENSES AND FEES

- 1. For the various programmes being delivered as part of this agreement, the fees shall be set by both parties with mutual consent. The fees shall be collected by SetCONNECT.
- 2. SetCONNECT, as the party collecting the fees, shall ensure that all government taxes and levies, including GST will be charged and collected at applicable rates. RVIM shall also assist in prompt collection of the dues from the students.
- 3. Each party will get its share of revenue, net of taxes as detailed in Appendix 2. RVIM shall bill SetCONNECT for its share of revenue. The invoice shall be raised at the end of the month following the admission of students. The payment terms for this shall be 15 days
- 4. For programmes in which RVIM collects the fees, SetCONNECT shall bill RVIM for its share of revenue or service fees. The invoice shall be raised at the end of the month following the admission of students. The payment terms for this shall be 15 days after receipt of invoice
- 5. Both parties will deduct any government taxes at source, if applicable
- 6. In case, there are any collaboration with third-parties, the revenue share covered under this MOU shall be net of any revenue accruing to the third-parties. These should be agreed upon, before launching of any such programs

7. For jointly provided services such as Consulting & Projects, which are not a part of the educational offerings, the Revenue share will be mutually discussed and agreed upon by both parties on a case to case basis.

INTELLECTUAL PROPERTY RIGHTS

SetCONNECT owns, and will continue to own all rights, title and interests in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that the respective party owned prior to this MOU, or that it created or acquired independently of its dealings with the other party pursuant to this Agreement (collectively, "Pre-existing Works"). All rights in Pre-existing Works not expressly transferred or licensed herein are reserved by their respective owner.

AMENDMENTS

Any amendment and/or addenda to the MoU shall be in writing and signed by the parties.

CONFIDENTIALITY

- 1. During the tenure of the MoU both parties will maintain strict confidentiality and prevent disclosure of any detailed information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU.
- 2. Both parties shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this MoU.
- 3. Further both parties shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.
- 4. Confidential information shall not include any data or information which:
 - a. is independently developed by the receiving party without reference to the confidential information of the disclosing party
 - b. is rightfully obtained by the receiving party from a third party or is in the public domain
 - c. is disclosed with the written consent of the party whose information it is, or
 - d. is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

GOVERNING LAW

This Agreement will be governed in all respects by the laws of the Union of India and by the laws of the State of Karnataka, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. In the event of any dispute regarding this Agreement, the parties agree to resolve such dispute in arbitration, not in court.

SEVERABILITY

Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.

FORCE MAIEURE

Neither party shall be liable for any delay or failure in performing any of its obligations hereunder, if such delay or failure either wholly or partly is due to Force Majeure conditions such as floods, earthquakes or other acts of God, or any acts of governmental body or public enemy, wars, riots, embargoes, epidemics, fires or any other causes, circumstances or contingencies beyond the control of such party.

The party affected by such Force Majeure condition shall forthwith notify the other Party/Parties, of the nature and extent thereof, in writing, within fourteen (14) days after the occurrence of such Force Majeure condition and shall, to the extent reasonable and lawful under the circumstances, use best efforts to remove or remedy such cause with all reasonable dispatch.

AGREED AND ACCEPTED BY:

	DocuSigned by:	_	DocuSigned by:
By:	Ramesh Rajagopalan	By:	Purushottam Bung
Name:	Ramesh Rajagopalan	Name:	Dr. Purushottam Bung
Title:	Chief Executive Officer	Title:	Professor and Director
Email:	ramesh.rajagopalan@setconnect.net	Email:	Director.rvim@rvei.edu.in
Address:	1200, East 11 th Street	Address:	R.V. Institute of Management,
	Austin, Texas 78702		CA-17, 36th Cross, 26th Main,
	United States of America		4 th 'T' Block, Jayanagar
			Bengaluru – 560 041, India.
	9/7/2020		9/7/2020

ANNEXURE 1

SetCONNECT Inc.	RVIM	Joint
Develop appropriate modules for all		Identify target market segments.
offerings within the programmes	laboratory infrastructure for the Program	Develop and finalize 2-year business / operating plan
Provide curriculum and the entire course content for the Program, Hosting, LMS Set-up and administration	with delivering programmes	Conducting and participating in marketing events
Provide faculty with deep domain BA knowledge	Provide Faculty on non BA and select BA topics. Student Acquisition, Registration and Counselling	Have regular reviews to measure progress
Provide Real-World Analytics Challenge support and industry interface	Academic licenses/equipment for software lab	Social media marketing
Provide Research mentoring and guidance		Internship and Placement support
Collection of fees	Dedicate sales and marketing resources, including social media campaigns for student acquisition	
Technical Helpdesk for handling content access issues	Providing access to registered students	

ANNEXURE 2

For all new programmes, revenue for the programmes shall be shared as follows:

- RVIM 15 %
- RVIM Faculty 15%
- SetCONNECT 70%

This amount is net of taxes – all applicable government taxes will be levied by the party doing the billing. The party remitting the revenues will do so after making any applicable deductions in accordance with government regulations.

The details of each programme will be included in this annexure.

Initial Programmes:

- 1. Specified Business Analytics courses as part of the 2nd year MBA (Business Analytics specialization) offered by RVIM
- 2. One-year Advanced Diploma program in Business Analytics to be offered as modular, 3 month certificates

More programs will be added to this list based on mutual agreement.



INDIA NON JUDICIAL

Government of Karnataka

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Certificate Issued Date

Account Reference

Unique Doc. Reference

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Description of Document

Description

Consideration Price (Rs.)

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ADITYA BIRLA FASHION RETAIL JANAKALYAN TRUST

Article 12 Bond

AGREEMENT FOR GYNARJAN CSR PROJECT

(Zero)

ADITYA BIRLA FASHION RETAIL JANAKALYAN TRUST

RASHTREEYA SIKSHANA SAMITHI TRUST

ADITYA BIRLA FASHION RETAIL JANAKALYAN TRUST

200

(Two Hundred only)

Authorized Signatory Vishwabharathi Co-Operative Credit Society Lia Marathahalli, Bangalore-37.

Ph · 9731152567





Please write or type below this line

This E-Stamp Paper forms an integral part of Agreement for Gynarjan CSR Project dated 1st December, 2020 executed between ADITYA BIRLA FASHION RETAIL JANAKALYAN TRUST and RASHTREEYA SIKSHANA SAMITHI TRUST

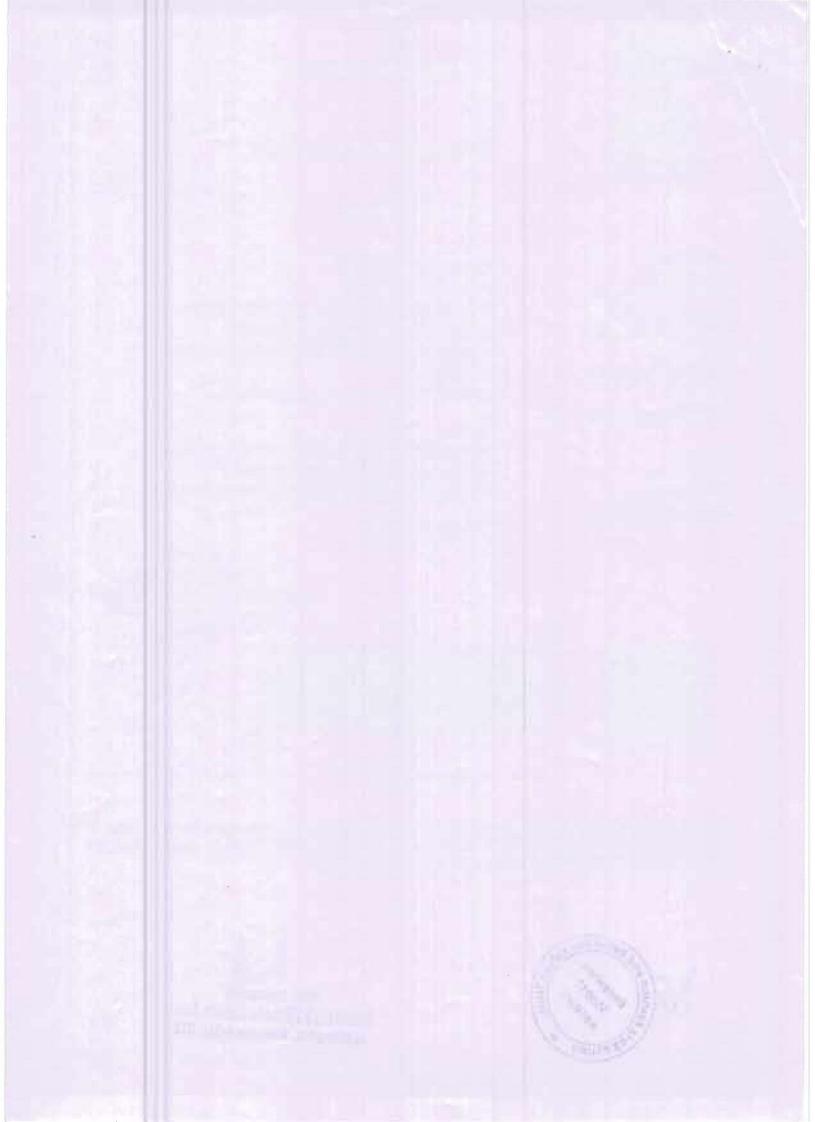
Statutory Alert:

Rashtreeya Sikshana Sämithi Trust Jayanagara, Bangalore-560 011

The authenticity of this Stamp certificate should be verified at 'www.shoilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

The onus of checking the legitimacy is on the users of the certificate.

³ In case of any discrepancy please inform the Competent Authority



AGREEMENT FOR GYNARJAN CSR PROJECT

This agreement for Gyanarjan CSR Project (hereinafter referred as "Agreement") is entered into on this the 1st December, 2020 at Bangalore,

By and between

ADITYA BIRLA FASHION RETAIL JANAKALYAN TRUST, a trust duly constituted under the laws of India, having its office at M/s. Aditya Birla Fashion and Retail Limited KH No. 118/110/1. Building 2, Divyasree Technopolis, Yemalur Post, Off HAL Airport Road, Bengaluru 560037, represented herein by its trustee, Mr Ashish Dikshit (hereinafter referred to as "ABFRJKT" which expression shall, where the context so requires or admits, mean and include all the trustees, executors, administrators, representatives and permitted assigns), of the ONE PART:

AND

RASHTREEYA SIKSHANA SAMITHI TRUST, a trust duly constituted under the laws of India, with registered office at R.V. Teachers' College Building, II Block, Jayanagar, Bengaluru-560011 represented by its Hon. Secretary, RSST Sri. A.V.S. Murthy, (hereinafter referred to as "RSST" which expression shall, where the context so requires or admits, mean and include the executors, administrators, representatives and permitted assigns), of the OTHER PART;

The expressions ABFRJKT and RSST may also be severally referred to as "Party" and collectively as "Parties" in this Agreement.

WHEREAS,

- 1) **ABFRJKT** is a public trust established in order to implement community initiatives and CSR projects of Aditya Birla Fashion and Retail Limited; 'ABFRJKT has an approved budget for projects relating to education for the under privileged children and is therefore desirous of providing Free Specialized Coaching Program for the students studying in Class X and preparing for Karnataka Secondary Education Examination Board (KSEEB), studying in Class XI (Science) & XII (Science) preparing for Karnataka Pre-University Board (KPUB), Common Entrance Test (CET), National Eligibility Cum Entrance Test (NEET) every year for over a period of 10-12 months ("**Project**");
- 2) 'RSST' is engaged in offering quality education and have come forward to identify meritorious students in various schools and colleges (who have been deprived of professional coaching and due to lack of proper guidance are unable to succeed in competitive exams due to their financial and social backwardness) and execute and manage the Projects for ABFRJKT.

Authorized Signator PANDY

ABFRLIKT

Authorized Signatory
Hon. Secretary
RashRee/a Sikshana Samithi Trust
Jayanagara, Bangalore-560 011

3) **ABFRJKT** has engaged **RSST** to execute and manage the Projects in various schools and colleges across different locations within Karnataka as identified by **ABFRJKT** from time to time and both the parties are now desirous of recording the agreed terms and conditions set out in the AGREEMENT below:

Now this Agreement witnesses as under:

1. Scope of the Agreement and engagement of RSST

- 1.1 ABFRJKT has engaged RSST, effective from 9th November, 2020 ("Project Commencement Date"), to execute and manage the Projects (as detailed in Annexure-I annexed hereto) for ABFRJKT at various schools and colleges across different locations in Bangalore, Karnataka as identified by ABFRJKT from time to time in accordance with the terms and conditions set out herein below and RSST has agreed to the same. RSST, shall extend the Project to any other state in India, if requested by ABFRJKT.
- 1.2 RSST shall be responsible for successful implementation and management of the Project and shall be accountable to Mr. Ashish Dikshit, Chairman, ABFRJKT through Dr. Pragnya Ram, Group Executive President, Corporate Communications & CSR. The project would be closely monitored by ABFRJKT through its trustees.
- 1.3 The certificates of completion to be given to the eligible student shall be jointly signed by Smt. Rajashreeji Birla, Chairperson, the Aditya Birla Centre for Community Initiatives & Rural Development & Dr. Purushottam Bung, Director of R.V. Institute of Management.
- 1.4 RSST shall ensure that the Grant provided by ABFRJKT shall be used only for the Project as detailed in Annexure- 1 hereto, and shall not be used, or transferred to any other party or for any other purpose.

2. Term

The Term of the Agreement shall be for a period of 7 (seven) Months, having commenced from 1st Nov 2020 which shall expire on 31st May 2021.

3. Core Project Management Implementation Committee

A Core Project Management Implementation Committee comprising of 2 members from **ABFRJKT** and 1 member of **RSST** already formed will oversee the implementation of the Project and also to provide continuous monitoring & guidance support.

4. Monetary Support and Mode of payment

4.1 **ABFRJKT** shall provide monetary support ("Grant") to **RSST** for implementing the Project. **ABFRJKT** shall be entitled to conduct periodic review and progress of the Project. **ABFRJKT** shall be involved in any strategic decisions related to implementation of the Project. The Project details for FY 2020-21 is detailed in Annexure-1 hereto. The Parties shall agree upon in writing any other further details about the Project (including but not limited to funding, disbursement, etc.) and annex such agreed terms in an annexure to this AGREEMENT.

Authorized

ABFRLIKT

Authorized Signatory

Rashtreeya Sikshana Samithi Trust Jayanagara, Bangalore-560 011

- 4.2 The Grant can be re-allocated by **RSST**, in the event of any increase/decrease in costs in any budget line item only according to the demand of the Project within the sanctioned budget Agreement and in consultation and written approval of **ABFRJKT**.
- 4.3 **ABFRJKT** shall fund through cheque to **RSST** to facilitate the Project expenditure. However, **RSST** shall take full responsibility of ensuring utilization and reporting thereof.
- 4.4 If the Grant before utilization for the Project generates interest in the bank account of the Grant, **RSST** may after consultation with and getting a written approval from **ABFRJKT** may use the same for relevant additional expenditures within the scope of the Project.

5. Obligations of RSST

- 5.1 **RSST** shall perform its obligations as follows:
 - a) identification and Recommendation of the coaching centers; and
 - b) hiring of the qualified teachers and staff for implementation and supervision of the specialized coaching classes; and
 - c) design of the course module in alignment with the State syllabus and plan for timely execution of the same; and
 - d) decide selection process of the students with right aptitude in consultation with ABFRJKT
 - e) conducting monthly subject test and quarterly MOCK Tests KSEEB, KPUB, CET and NEET pattern to examine the performance of the students; and
 - f) bring in professional coach/expert for doubt clearing sessions before the board / competitive exams; and
 - g) shall ensure that each of the Science, Maths, Social Studies and English classes for SSLC students are handled by 3 to 4 faculty members; and
 - h) conduct bridge courses for Class XI students wherever required.
 - i) shall ensure that each of the Maths, Physics, Chemistry and Biology classes for 1st and 2nd PUC students are handled by 3 to 4 faculty members; and
 - j) Prepare PUC students for CET or NEET Exams as per their Group, by providing suitable inputs, reading materials, organizing/conducting expert's sessions, conducting mock exams and providing further suitable inputs and final preparation of students to face exams.
- 5.2 RSST shall ensure that a separate set of accounts i.e. cash book, the ledger and other necessary records are maintained under the heading "ADITYA BIRLA FASHION RETAIL JANAKALYAN TRUST.
- 5.3 **RSST** shall ensure that the **salaries** to all project staffs associated with this project are made by cheque / wire transfer to Bank Account of the Staffs.

5.4 **RSST** shall ensure that the proof of payments and receipts are furnished in the form of vouchers and all payment vouchers are duly authorized, show name of the payee, reason of payment, proof of payment (Signature of payee) and dates of payment.

Authorized Signatory

ABFRLJKT

Authorized Signatory

Rashtreeya Sikshana Samithi Trust Jayanagara, Bangalore-560 011

- 5.5 RSST shall display all details of the Project including the name, "ADITYA BIRLA FASHION RETAIL JANAKALYAN TRUST for generating awareness about the Project. RSST shall ensure that all behavioral change communication/ IEC (Information, Education and Communication) materials produced, if any, out of the Grant shall have prior approval of ABFRJKT and shall give due credit to ABFRJKT.
- 6. Documentation, monitoring and reporting
- 6.1 **RSST** shall submit to **ABFRJKT**, monthly, quarterly, mid-term monitoring / program reports (with photographs, qualitative and quantitative reports) and unaudited financial statement of accounts on the progress of the project, within 15 days of the expiry of every 2 (Two) months from the Project Commencement Date.
- 6.2 **RSST** shall submit Utilization certificate duly signed by the Hon. Secretary, RSST and Audited financial statements of Accounts within one month from the completion of the Project.
- 6.3 RSST shall refer the Grant from ABFRJKT, in their Annual Accounts and Reports, in all other literature, publications or communications as "ADITYA BIRLA FASHION RETAIL JANAKALYAN TRUST".
- 6.4 **RSST** shall support **ABFRJKT**, in terms of facilitating and sharing relevant information for monitoring and documentation purpose.
- 6.5 **RSST** shall submit to **ABFRJKT**, a consolidated program report (with photographs, qualitative and quantitative reports) of the entire work done with the help of the grant within one month from the completion of the Project.
- 7. Intellectual Property Rights

RSST shall immediately transfer all or any kind of Intellectual Property Rights ("IPR") to ABFRJKT, which is/are created or developed under this Project/using funds given by ABFRJKT for this project. ABRFJKT shall always be the absolute owner of all or any kind of IPRs created or developed by RSST or by any person/student under this Project/using funds given by ABFRJKT for this project.

8. Confidentiality

Each party shall keep confidential and not disclose or otherwise make available to any third party, any confidential information exchanged between the Parties in relation to the Project and under this Agreement.

9. Termination of Agreement

- 9.1 Either party may terminate this Agreement, upon issuance of written 60 days' notice to the other party.
- 9.2 In the event, ABFRJKT is not satisfied with the services of RSST, ABFRJKT may terminate the Agreement immediately upon issuance of notice to RSST.

Authorized Stavator

ABFRLIKT

Authorized Signatory

RSSTHON. Secretary
Rashtreeya Sikshana Samithi Trust
Jayanagara, Bangalore-560 011

- 9.3 In the event of breach of any of the terms of this Agreement by RSST, ABFRJKT shall send a written notice to RSST requiring RSST to rectify the terms of breach within 10 (Ten) days from the date of communication, and if RSST fails to rectify such breach within the stipulated time, ABFRJKT, may terminate the Agreement forthwith.
- 9.4 In the event of (i) any fraud and misrepresentation by RSST or (ii) initiation of criminal proceedings against RSST or its Trustees/Directors for any reason whatsoever; or (iii) violation of confidentiality obligations by RSST; or (iv) violation of any laws of the land by RSST or (v) Professional misconduct by RSST or (vi) unethical practices by RSST, ABFRJKT shall terminate the Agreement immediately upon issuance of notice to RSST.

10. Consequences of expiry or termination

- 10.1 Upon expiry or termination of the Agreement, as the case may be under Clause 9.1 and 9.3 above,
 - a) the Parties shall mutually reconcile the expenditure incurred by **RSST** before the date of termination and the unspent funds shall be returned to **ABFRJKT** by **RSST** within 30 (Thirty) days of such termination; and
 - b) **RSST** shall provide all the reports of the Project until the date of termination of Agreement and such obligation shall remain valid until **ABFRJKT**, has received the final reports of the Project, and found them to be satisfactory; and
 - c) RSST shall return or destroy as may be desired by ABFRJKT, all the confidential information and communication information that is in the possession of RSST; and
- 10.2 Upon expiry or termination of the Agreement, as the case may be under Clause 9.2 and 9.4 above, in addition to the above consequences, provided under Clause 10.1, the following special consequences shall follow:
- a) ABFRJKT, shall be entitled withhold or deduct any amounts payable to RSST
- b) RSST shall indemnify ABFRJKT against any losses arising out of termination of this agreement

11. Settlement of disputes

The parties shall use all reasonable efforts to resolve any dispute that may arise under this Agreement through good faith negotiations. Each party shall nominate a senior representative from its management to meet at any mutually agreed location to resolve the dispute.

This Agreement shall be governed according to the Indian laws and any disputes arising out of this Agreement and/or understanding between the Parties herein shall be tried by the courts of Bangalore only.

12. Relationship between the Parties

This Agreement does not constitute a Party an agent, legal representative, or partner/joint venture of the any other Party for any purpose whatsoever and save as expressly provided herein or otherwise agreed in writing any Party is in any way authorized to make any

Authorized

ABFRLJKT

Authorized Signatory

Hon. Secretary

RashReeya Sikshana Samithi Trust Jayanagara, Bangalore-560 011 contract, understanding, warranty or representation on behalf of any other and each Party undertakes not to do so.

13. Force Majeure

Either party shall be excused from performance of this Agreement during or to the extent that performance is prevented by the occurrence of unforeseen causes beyond the control of anticipated or unforeseeable by and without the negligence of the party claiming excuse. Such causes include, without limitation, strike, go slow, other concerted acts of workmen, acts of god, war, fire, explosion, action of elements, earthquake, flood, civil disturbance and government restrictions and limitations. The party claiming excuse shall give written notice within 48 hours of the occurrence of such event. If performance is held up for, a continuous period of more than 2 months from the date of first notice, then the two parties shall review the situation and agree upon a course of action so as to protect their interest. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the efforts thereof on the performance of its obligations under this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed in two originals between the parties hereto by their authorized officers on the date and the year written above.

Signed and delivered

Signed and delivered

For and on behalf of

For and on behalf of

ADITYA BIRLA FASHION AND RETAIL JAN KALYAN TRUST

560037

RASHTREEYA SIKSHANA SAMITHI

Ashish Dikshit Trustee

Sri. A.V.S. Murthy Hon. Secretary, RSST

Hon. Secretary

Rashtreeya Sikshana Samithi Trust Jayanagara, Bangalore-560 011

Witnesses:

2)

Director

R.V. INSTITUTE OF MANAGEMENT C.A. 17, 36th Cross, 26th Main

> 4th 'T' Block, Jayanagar BANGALORE - 560041

X VIDA

uthorized Signatory

ABFRLIKT

Authorized Signatory

RSSTHOR. Secretary
Rashtreeya Sikshana Samithi Trust
Jayanagara, Bangalore-560 011

ANNEXURE-1 DETAILS OF THE PROJECT FOR FY 2020-2021

SL. No	Heading	Particulars	
1	Financial Year	From 1st Nov 2020 to 31st May 2021	
2	Project	Gyanarjan	
3	Project Goal	To improve overall performance in academics of the Students who are from the under privileged, needy backward/families (located within 5 Kms radius from RVIM, 4 th T Block, Jayanagar, Bangalore, Karnataka) through imparting quality coaching and guidance Class X (Science, Math's, English and Social sc.) XI and XII (Science stream Only with PCMB combination) and preparing students of XII for CET/NEET examination.	
4	Objectives	 a) To conduct 200 hours' classes for 10th and 12th Std., and 200 hours' classes for 11th Standard + 120 hours' classes of CET / NEET (for 12th Std., students) in this academic year. b) To coach around 300 - 450 students of economically backward classes - Science, Mathematics, Social Science subjects and English for 10th Std., and for Class XI & XII (12th) Students - Science Subjects (PCMB, covering 100 to 150 students from each Std., /class X XI, XII & CET) per Coaching Centers as finalized by ABFRLJKT, for better performance in board and competitive examination. c) Conduct monthly tests for X, XI and XII Std., students and mock tests on CET/NEET pattern (4 tests for the year) to test the progress of the students on syllabus. d) Due to the current Covid -19 Pandemic situation, classes can be offered through ONLINE as well, covering 500 students through licensed version of Zoom e) Recording of these classes can be published after editing in RSST website by creating separate "Gyanarjan online YouTube channel" so that we can reach out to the unlimited number of students across the country f) Classes can be hosted from RVIM campus or from the teacher's location. g) RSST will be providing State of art studio environment for conducting classes and delivering lectures 	

Authorized ABFRLJKT

Authorized Signatory

Hon. Secretary

RS Ashtreeya Sikshana Samithi Trust

Jayanagara, Bangalore-560 011

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5	Output	 a) About 50% of the total students enrolled should be scoring minimum 60% marks. b) In Board exams (10th and 12th Std.,) Gyanarjan students shall achieve 5% more than the state average pass % (Overall). c) Enable about 80% of the enrolled students to clear Common Entrance Test (CET /NEET) for engineering, out of which minimum 2 of students should secure ranks within 15000 ranks.
6	Beneficiaries	X (for Science, Mathematics, Social Science and English subjects), XI & XII (Science - PCMB) students of KSEEB & PU Board, Karnataka from underprivileged families.
	Disbursement of Grant	The Grant shall be disbursed in 3 (Three) Installments over a period of 7 Months commencing from 9 th November, 2020 ("Project Commencement Date"). a) The first installment of 50% of ABFRJKT's allocated fund for this project i.e. Rs 5,05,000/- (Rupees Five Lakhs and five thousand only) will be paid in favor of RSST on signing of the
		b) The Second installment, i.e. remaining 25% of ABFRJKT's allocated fund for this project i.e., Rs. 2, 52,500/- (Rupees Two Lakh fifty-two thousand and five hundred only) shall be released only after receiving the program and midterm reports (financial & academic) for the first 3 (Three) months from the Project Commencement Date.
		c) The Third installment, i.e. remaining 25% of ABFRJKT's allocated fund for this project i.e., Rs. 2, 52,500/- (Rupees Two Lakh fifty-two thousand and five hundred only) shall be released, subject to receiving the program and final reports (financial & academic) after completion of the Project 31st May 2021 and RSST fulfilling the all requirements of the qualitative and quantitative parameters identified by ABFRJKT for the Gyanarjan project during the CSR Review held by MD of ABFRJKT, and communicated to the RSST Trustees.
		d) GST shall be borne by ABFRJKT (if applicable) from time to time. TDS shall be deducted by ABFRJKT , if applicable.
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Authorized Signatory

RSST Hon. Secretary
Rashtreeya Sikshana Samithi Trust
Jayanagara, Bangalore-560 011
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