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L & T

Chennai. 89

11 MAY 2022

CP 008573

M. KAILASH CHAND
STAMP VENDOR-L.No.11727/C/91
SAIDAPET, CHENNAI-15. ☎:9840173098

AGREEMENT

This Agreement is entered into at Chennai on the ____th day of _____, 2022

Between

Larsen & Toubro Limited, a Company organized and validly existing under the laws of India, having a registered office located at L&T House, Narottam Morarji Marg, Ballard Estate, Mumbai - 400001, India and its business vertical L&T EduTech having its office at TCTC 1st floor, Mount Poonamallee Road, Manapakkam, Chennai 600089, India hereinafter referred to as "L&T" or First Party, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the FIRST PARTY.

And

C. B. Palanivelu

REGISTRAR
Dr. M.G.R.
EDUCATIONAL AND RESEARCH INSTITUTE
(Deemed to be University)
Periyar E.V.R. Hig' Road,
Maduravoyal, Chennai - 600 095

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Dr.M.G.R. Educational And Research Institute established under Section 3 of the UGC ACT, 1956 and located at Periyar E.V.R High Road, Maduravoyal, Chennai- 600095, India hereinafter referred to as "MGRERI" or "Second Party" unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of the, SECOND PARTY.

L&T and **MGRERI** are hereinafter referred to as such or collectively as "the Parties" and individually as "Party".

WHEREAS

1. L&T is one of the leading engineering conglomerates operating at various parts of the globe providing technology, engineering, construction manufacturing and services including learning and assessment solutions and platforms through its EduTech business unit.
2. L&T EduTech is a new business unit from L&T, which aims to bridge the gap between Industry and Academia. The core objective would be to enhance the employability of students as well as aspiring professionals across various Engineering & Technology sectors. Keeping the focus on employability, L&T is set to launch a series of industry-led application-oriented courses under its product portfolio - L&T College Connect ("College Connect Program").
3. **MGRERI** has already been established as Dr.M.G.R. Educational And Research Institute, a higher education institution in Chennai, Tamil Nadu.
4. L&T will provide its College Connect Program to the students of **MGRERI**.
5. **MGRERI** has accepted L&T's offer and agrees to enrol its students for the College Connect Program.
6. The Parties are desirous of entering into this Agreement to set out their mutual understanding in this regard.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Scope of the Agreement

- 1.1. L&T is developing a solution to bridge the industry-academia gaps in present-day curricula for making it more application oriented, and in-tune with future skills.
- 1.2. **MGRERI** agrees to cooperate and provide the solicited inputs, infrastructure support etc. to L&T.
- 1.3. **MGRERI** and L&T has agreed to provide the College Connect Series to the students of **MGRERI** in phases as set out in Annexure - 1 of this Agreement. The list of courses, unit price etc., is set out in Annexure - 1.
- 1.4. **MGRERI** shall facilitate the enrolment of students to the L&T College Connect Program in such manner as set out in this Agreement.
- 1.5. L&T shall deliver the course content online as set out in Annexure - 1.
- 1.6. The Parties shall set up a committee consisting of two members from each Party, who shall monitor the progress under this Agreement on a periodic basis.

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2. Payment Terms

- a. **MGRERI** will pay 50% of Purchase Order Value to L&T EduTech based on the number of students enrolled and will pay the balance fees in the manner set out in Annexure-1 of this Agreement.
- b. The Invoice shall be raised by L&T. **MGRERI** shall make payment for enrolling students as indicated in the Terms & Conditions (Annexure-1). **MGRERI** shall pay the amount due to L&T irrespective of the payment by the students enrolled for the College Connect Program.
- c. Prices of the College Connect Program is excluding any taxes and duties. All the taxes and duties are extra and payable by the **MGRERI** as per the statutory norms and at the rates prevailing from time to time.

3. Obligations of MGRERI

MGRERI hereby agrees that it shall:

- a) maintain a complete list of students enrolled in the College Connect Program and their contact information which shall be available for inspection by L&T as and when required. **MGRERI** shall intimate the students regarding the sharing of information with L&T.
- b) promote the College Connect Program to students and to the general public in the manner that **MGRERI** generally promotes its courses. **MGRERI** will promote the College Connect Program according to course descriptions given by L&T, and usage of L&T brand and logo would always be subjected to the proprietary terms and IP rights of L&T.
- c) make payment of College Connect programme (as per annexure-1) including applicable taxes and duties.

4. Obligations of L&T

L&T hereby agrees that it shall:

- a) review and ensure the quality of the course materials for the College Connect Program, provide institutional and academic guidance, evaluation and oversight for the Program;
- b) set standards for student performance and the evaluation of that performance, including student progression and outcomes
- c) provide technical support to all enrolled students of **MGRERI** regarding the online platform through which the courses are offered
- d) roll out immersion programs at L&T Facilities (as applicable) to identified students who meet specified eligibility conditions.

5. Representation and Warranties

- a. The Parties hereby represent and warrant to each other that:
 - i. entering into and performing of this Agreement does not and will not conflict with any law, governmental rule/regulation or cause a breach of any other agreement to which either of the Parties is a party.

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- ii. it is duly organised and validly existing entity and it has the power and authority to enter into and perform this Agreement and the signatory to this Agreement is duly authorised by it.

6. Co-branding & Advertising

- a. **MGRERI** will be provided with the option of using co-branded materials in its marketing campaign, certificates, student acquisition programs, etc., only after the Parties mutually agree in writing the terms and conditions under which the courses offered by L&T and **MGRERI** will be co-branded.
- b. Usage of L&T brand and logo would always be subjected to the proprietary terms and IP rights of L&T.
- c. **MGRERI** shall be permitted to use the name, logo of L&T upon the execution of this Agreement, subject to prior written consent from L&T. **MGRERI** shall be entitled to use the name, Logo of L&T only in a form and format agreeable to L&T.

7. Term and Termination

- a. This Agreement shall be with effect from the date of signing hereto and shall remain valid for a period of four years unless terminated earlier.
- b. This Agreement may be terminated by either of the Parties by giving three months written notice to the other Party.
- c. This Agreement may be terminated by the Party if the other Party (i) breaches the terms and conditions of this Agreement, where such breach remains uncured within 7 days from the receipt of notice from the non-defaulting party (ii) violates and breaches the confidentiality and Intellectual Property terms as set out in this Agreement.
- d. In the event of any termination, the ongoing College Connect Program shall be rendered to the students who had enrolled for the same prior to the termination of this Agreement. It is hereby clarified that the amounts paid by **MGRERI** prior to termination of this Agreement for availing the courses shall not be refunded under any circumstances.
- e. It is hereby agreed by the Parties that post termination of this Agreement for any reason, **MGRERI** shall cease to provide the College Connect Program, either under the same name or a different brand name using the materials of L&T, to the students, and return all data, information of L&T that it may have access to and communicate to the students that the College Connect Program will be no longer offered through **MGRERI**.

8. Confidentiality

- a. The Parties hereby agree that each Party may have access to Confidential Information of the other Party. Each of the Parties agrees that it shall keep confidential all the information disclosed by the other Party and will use the same only for the purposes of this agreement.
- b. Each of the Parties also agrees that it shall not disclose to any person or entity any of the terms, conditions or other facts with respect to any such possible transaction including the status, which is confidential information without the consent of the other Party.

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- c. For the purposes of this Agreement, Confidential Information shall mean any information provided by a Party to another Party under this Agreement, including but not limited to, financial, marketing, technical, IPR, design, customer/learner information (sourced by the FIRST PARTY/ SECOND PARTY) or other information of the disclosing party.
- d. The Parties also affirm that there shall not be any announcement made by either Party, till both Parties have approved the content of such an announcement.
- e. Nothing in the above clause prevents a Party from disclosing any Confidential Information:
- (a) to its employees, legal advisors and other consultants on a need-to-know basis (provided the Party uses reasonable endeavours to ensure that the relevant person is aware that the information is confidential and does not further disclose the information except in accordance with this clause);
 - (b) if required by law, or regulatory authority;
 - (c) to obtain any Regulatory or corporate approval, consent or authorization to enter into the transaction;
 - (d) if required in connection with enforcement of any right or in defence of any claim, legal proceedings or dispute resolution procedure relating to or arising out of this Agreement.

9. Intellectual Property Rights

- a. Intellectual Property Rights: any and all Intellectual Property Rights (hereinafter referred to as IPR) subsisting in the courses (now or in the future), including any and all patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world).
- b. **MGRERI** agrees that all products/ such other things provided under this Agreement shall belong exclusively to L&T and no rights thereto shall accrue in any manner to **MGRERI**.
- c. Under no circumstances will **MGRERI** be entitled to claim the IPR (or any right of any kind) for any product, process, methodology, patent or any other thing of any nature whatsoever in relation to this Agreement. Any IPR developed during the currency of this Agreement shall be the sole property of L&T and **MGRERI** shall not have a right to claim any right over the same merely by working on it or instrumental in developing the same.
- d. **MGRERI** shall not along with its student(s)/faculty/client(s)/sub-contractor(s) remove or alter any of the proprietary rights notices on any Confidential Information/courses it receives from L&T and will not attempt to recreate, update, modify, create derivative works, delete, destroy or deface the courses or Intellectual Property (or any part thereof) in any manner whatsoever. In no case shall **MGRERI** or anybody connected to **MGRERI** either directly or indirectly, apply for, or seek registration of, or in any way use in

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any country the patents, know-how, trademark or any other intellectual property, designs, copyrights, trademarks, trade names or logos which are identical or confusingly similar to the patents, know-how, trademark or any other intellectual property, marks, trade names, logos, designs, etc., belonging to L&T.

- e. **MGRERI** hereby fully confirms and commits that it shall take all necessary precautions, measures and steps to fully protect the Confidential Information of L&T, from any unauthorized disclosure, misuse or infringement in any manner. In this regard, **MGRERI** shall execute a suitable declaration on behalf of all its employees confirming that **MGRERI** and its employees will take such steps as may be necessary to protect such Confidential Information from unauthorized disclosure, misuse or infringement. In the event of any breach of this clause by its employees, **MGRERI** agrees to indemnify L&T in respect of the same. In addition, if any instance of any infringement or misuse of the Confidential Information including its know-how and intellectual properties comes to the knowledge of one of the Parties, they should immediately take reasonable steps for restraining such infringement or misuse and bring the matter immediately to the knowledge of the other Party.
- f. Upon any termination of this Agreement or upon breach by **MGRERI** of any of the terms of this Agreement, **MGRERI** shall cease using the L&T IPR, the courses forthwith.

10. Indemnity

- a. Each Party ("Indemnifying Party") hereby irrevocably and unconditionally agrees to indemnify and hold the other Party ("Indemnified Party"), its directors, officers and employees harmless from and against any and all liabilities, losses, damages, costs, claims, or the like (collectively "Loss") which may be suffered or incurred directly, including but not limited to any claim by third party, by Indemnified Party as a result of (i) any misrepresentation or material breach of any representation or warranty made by the Indemnifying Party in this Agreement or (ii) non-fulfilment of or failure to perform any covenant or obligation or agreement or undertaking contained in this Agreement by the Indemnifying Party or (iii) violation of confidentiality and intellectual property rights of the Indemnified Party.
- b. In no event shall the maximum liability of L & T under this Agreement exceed the amount of fees paid/payable by **MGRERI** for a period of three months immediately preceding the date of the claim.

11. Notices

- a. Except as otherwise specified in this Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers and other communications required or permitted under this Agreement shall be in writing and shall be deemed to be given when sent by electronic mail to the electronic mail address specified below or delivered by hand to the address specified below. A copy of any such notice shall also be sent by registered mail or courier on the date such notice is transmitted by electronic mail, to the address specified below:

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Periyar E.V.R. High Road,
Madhavayya, Coimbatore - 600 095



In the case of L&T:

L&T EduTech, TCTC (First Floor), Larsen & Toubro Limited, Mount Poonamallee Road, Manapakkam, P.E.No 979, Chennai - 600 089.

E-Mail ID: collegeconnect@intedutech.com

In the case of MGRERI:

Dr.M.G.R. Educational And Research Institute

Periyar E.V.R High Road, Maduravoyal , Chennai- 600095

E-Mail ID: registrar@drmgrdu.ac.in

12. Non-Solicit

- a. During the term of this agreement and for a period of thirty-six (36) months thereafter, **MGRERI** shall not directly or indirectly, knowingly recruit, hire, engage or solicit for employment any technical or professional employee of L&T, its Affiliates, sub-contractors, vendors, etc. unless otherwise agreed to in writing by the Parties.

13. Exclusivity

- a. The L&T hereby agrees and acknowledges that **MGRERI** has executed similar agreements with third party course providers. **MGRERI** hereby agrees and states that it shall not share/discard/use the course materials or any information pertaining to the course or otherwise made available to it by L&T with such third-party course providers under any circumstances in any manner. It is hereby agreed between the Parties hereto that any such **MGRERI** on the part of **MGRERI** gives L&T the right to terminate this Agreement.

14. Entire Agreement:

- a. This Agreement and the schedules, set forth constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions and all other communications relating thereto including any commercial and/or technical proposal made by **MGRERI** to L&T.

15. Assignment Rights

- a. **MGRERI** shall not assign or transfer its rights and liabilities hereunder to any other party without the prior written permission of the L&T, which will not be unreasonably withheld.

16. Survival:

- a. Any provision of this Agreement that by their content are intended to survive the performance, termination, expiration or cancellation of this Agreement shall so survive.

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Maduravoyal, Chennai 600 095

[Handwritten Signature]



17. No partnership

- a. Nothing in this Agreement shall constitute or be deemed to constitute a partnership, agency or any other similar relationship between any of the parties and none of them shall have any authority to bind the others in any way, whether contractually or otherwise.

18. Severability:

- a. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to Law, then the remaining provisions of this Agreement, if capable of substantial performance, shall remain in full force and effect.

19. Counterparts:

- a. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement between the Parties.

20. Amendment

- a. This Agreement may be amended or modified in whole or in part with the mutual consent of the Parties to the Agreement in writing.

21. Costs of Enforcement

- a. If either Party shall seek to enforce any provision of this Agreement, the prevailing party in any such legal action or proceeding shall be entitled to reasonable attorney's fees in addition to any other relief provided to the prevailing party.

22. Governing Law and Jurisdiction

- a. This Agreement shall be governed by the laws of India. The Parties hereby agree that the courts in Chennai, India will have the exclusive jurisdiction to try any disputes by and between the Parties.

23. Arbitration

- a. The Parties shall attempt in good faith, to resolve any controversy, claim, or dispute arising out of this Agreement through bilateral mutual negotiations. It is mutually agreed that in the event of any dispute of misunderstanding that might be arising between the Parties, herein, whether as to the interpretation of the terms and conditions contained herein and / or as to the determination of the respective rights and obligations, the parties herein shall resolve the same by way of referring the dispute to the Arbitration of the sole arbitrator to be appointed by mutual consent. If the Parties herein failed to arrive at a consensus for the appointment of a sole arbitrator, each party shall be entitled to appoint an arbitrator of their choice and the arbitrators so appointed in this regard shall by consensus appoint a third arbitrator, thereby forming an arbitration panel to resolve the dispute between the Parties herein. Each party shall be liable to bear the cost of their respective Arbitration, unless otherwise adjudged by the arbitration panel.
- b. The award to be passed by the arbitration panel shall be final and binding on the Parties herein. The procedure as prescribed under the Arbitration of Conciliation Act 1996 shall be adopted in this regard. The law applicable shall be Indian Law and the venue of arbitration shall be Chennai, India.

C. B. Selvaraj

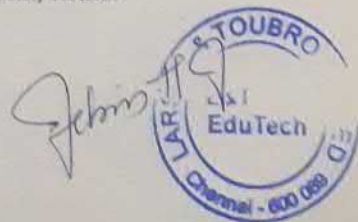
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24. FORCE MAJEURE

The parties shall be excused from delays in performing or from failing to perform its obligations under this Agreement or the indentures pursuant thereof to the extent the delays or failures result from causes beyond the reasonable control of the parties, including, but not limited to: acts of God; wars; Governmental actions; fire; flood; epidemic; and freight embargoes. However, there shall be an obligation on such repudiating party to give notice to the other regarding the invocation of the Force Majeure clause at the earliest possible.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

For Dr.M.G.R. Educational And Research Institute

C. B. Palanivelu

REGISTRAR

PROF.DR.C.B. PALANIVELU
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For L&T EduTech



M.F. Febin
Mrs. M F Febin

Head-College Connect Business

M.F. Febin

Head-College Connect Business

L&T EduTech

Connect Business Limited

P.B. 979, Manapakkam,
Chennai - 600 089

Witnesses:

1.

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Witnesses:

1.

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