

PROGRAM PURCHASE AGREEMENT

This Program Purchase Agreement ("Agreement") is made, entered into and executed on August 25th, 2021 ("Effective Date").

BY AND BETWEEN:

- I. **Impartus Innovations Private Limited**, a private limited company incorporated under the provisions of the Companies Act, 1956 and having its registered office at #884, 6th & 7th Main, 22nd Cross, Sector 7, HSR Layout, Bangalore - 560102 and bearing PAN AADC14307A (hereinafter referred to as "upGrad Campus", which expression shall unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and assigns);; and
- I. **K.Ramakrishnan College of Engineering**, an autonomous institution affiliated to Anna University established under Sec. [] of the University Grants Commission, Act, 1956, and having its registered office at [], represented through its authorized signatory, [] (hereinafter referred to as the "College", which expression shall unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and assigns).

Comment [VS1]: University to fill.

Comment [SK2]:

upGrad Campus and the College are hereinafter individually referred to as "Party" and collectively referred to as "Parties".

WHEREAS

- A. upGrad Campus is inter alia engaged in the business of development of content and providing tutoring services for entrance examination through physical centers and through digital media.
- B. The College is *inter alia* engaged in [].
- C. upGrad Campus and the College have decided to enter into this Agreement, pursuant to which upGrad Campus shall create an outcome-based and engaging online program which shall form part of the larger program offered by the College in the name of 'B.Tech in Computer Science Engineering with Specialization in AI/DS' or other similar name as may be mutually agreed, to be hosted on the upGrad Campus Platform, designed in consultation with the College, in accordance with the terms and conditions of this Agreement.

Comment [VS3]: University to fill.

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

I. DEFINITIONS

- I.1. "Batch" shall mean a group of Students newly admitted to the Program during fixed time intervals during the Term. The Parties shall conduct such number of Batches during the Term as considered reasonably practicable by both.

- 1.2. **"Content"** means any information, data, case studies, works of authorship or other materials delivered in text, photographic, audio, visual or audio-visual format, power point presentations, lectures and materials, assessments and syllabi.
- 1.3. **"Grading Experts"** shall mean a network of graders (internal and external), who shall be responsible for assessing / grading the Students during the evaluation process, assignments, case studies etc.
- 1.4. **"Intellectual Property Rights"** or **"IPR"** means all perpetual worldwide rights in, to and under copyrights, copyright registrations and applications, trademarks (including trade dress, service marks, device and trade names), trademark registrations and applications, domain names, patent, patent applications (including the right to claim priority under applicable international conventions) and all patents issuing thereon, inventions, whether or not patentable, trade secrets, author rights, moral rights, rights in goodwill, and other proprietary rights, as may exist now and hereafter come into existence, and all renewals and extensions thereof.
- 1.5. **"Module"** means a module of teaching material on one topic of a Program delivered in text, photographic, audio, visual or audio-visual format.
- 1.6. **"Platform"** means the upGrad Campus website and/or website namely www.upGrad.com, and/or any other online platform as determined by upGrad Campus, which will host, transmit and / or make available Online Programs to end users.
- 1.7. **"Program"** means the program/sas detailed under Annexure B to this Agreement.
- 1.8. **"Program Content"** means all the final Content of the Program published on the Platform or made available during offline classes, and shall include without limitation:
- (a) Short recorded texts, audios and case studies;
 - (b) Power Point Presentations, PDFs (portable document format) incorporating formative assessments and final edited videos;
 - (c) The graphics, over lays, special and audio-visual effects, scripts used to create / shoot the videos
 - (d) Industry projects and case studies;
 - (e) Set of assessments (including but not limited to quizzes, assignments, tests, projects and proctored examinations) spread through the duration of a Program; and
 - (f) Live lectures.
- 1.9. **"Start Date"** shall mean the start date of the first Batch of a Program under this Agreement.
- 1.10. **"Student(s)"** means students who have enrolled for a Program.
- 1.11. **"Teacher Assistant/TA"** means any person physically present in the College campus appointed by upGrad Campus to support all online and offline delivery of the Modules.
- 1.12. **"Term"** means the period commencing on the Effective Date and ending 5 (Five) years from Start Date of the Program, or such other period agreed to in writing by the Parties.

- 1.13. "College Coordinator" means a point of contact designated by the College for the purpose of communicating the decisions and recommendations of the College to upGrad Campus, who's communications shall be final and binding on the College.
- 1.14. "upGrad Campus Program" means any training component created by upGrad Campus, whether online or offline, forming part of the Program.
- 1.15. "upGrad Campus Faculty" shall mean non-College guest faculty from academia and industry appointed by upGrad Campus, including employees and consultants of upGrad Campus.

2. Services

- 2.1. upGrad Campus shall provide upGrad Campus Program to the Students of the College. All aspects of the services shall be made available only online except for the offline assistance as agreed between both the Parties in writing. The content of the Programs shall be mutually discussed and agreed by the Parties.
- 2.2. Details of the upGrad Campus Program shall be as mentioned in Annexure B to this Agreement.
- 2.3. upGrad Campus shall issue a separate Login ID for each Student to access an upGrad Campus Program. The College shall be solely responsible for any costs and expenses related to its Student use of the upGrad Campus Programs, unless otherwise agreed in writing by both the Parties.
- 2.4. The structure mentioned in Annexure B is derived from the UGC regulations and as per the applicable laws and regulations; and requisite updating & reviews shall be made by the College to the same as per stipulation of the concerned regulatory bodies in this regard. College shall provide the Program in due compliance with the laws, regulations and rules of the regulatory authorities and statutory bodies and obtaining any approval as applicable for the same shall be sole responsibility of the College. College shall inform upGrad Campus of the number of Students enrolled in the 1st semester of the Batch on or before 1st of August every year ("Enrolled Students") and the pricing for such Batch will be mutually decided by both the Parties. For each Module, access via Login IDs shall be provided on the 1st day of the semester start in which such Module is to be provided by upGrad Campus. In the event Enrolled Students are lesser than
- 2.5. Students, upGrad Campus reserves a right to decide whether to run the upGrad Campus Program or not for that particular Batch. If the College decides to proceed with a lesser number of students, the College shall still be required to pay upGrad Campus the fees between 55 and 63 Students.

3. College's Responsibility

- 3.1. College shall provide necessary infrastructure including but not limited to classrooms, office, computers, internet connections, other related facilities and any facility as required by upGrad Campus to perform its obligations;
- 3.2. College shall be responsible to bring Students for the Program;

- 3.3. At all times, College shall comply with the branding guidelines of upGrad Campus while marketing the Program and College represents and warrants to follow the do's and don'ts mentioned in Annexure A in full;
- 3.4. College and each of its Students accessing the upGrad Campus Program shall be subject to the terms and conditions available on upGrad Campus's website.
- 3.5. Any complaints between Students and upGrad Campus instructors on campus or between students and College faculty or harassment complaints (other than complaints relating to the delivery of the upGrad Campus Program), shall be taken up by the College or the College's internal committee as the case may be. upGrad Campus shall not be liable for or to address any complaints for any matter other than the online aspect of the upGrad Campus Program and Platform;
- 3.6. College may choose to avail additional on-campus instructors over and above the agreed number of instructors in the curriculum at an additional cost, who shall be personally present at the College campus ("Instructors") for a period as confirmed by upGrad Campus in writing. The roles and responsibilities of each Instructor shall be mutually decided by the Parties in writing (emails allowed). College shall be responsible to provide food and stay for the agreed Instructors. Any cost incurred by the additional Instructors hired at the request of the College including but not limited to stay, food, conveyance and miscellaneous expenses shall be solely borne by the College.
- 3.7. College will share upGrad Campus's relevant policies with each Student and get their confirmation on the same, failing which, the College shall be solely liable for the consequences that arise as result of this omission. Such signed copy shall be further shared with upGrad Campus for its records.
- 3.8. College Coordinator shall be in constant touch with the upGrad Campus team.
- 3.9. Provide copies of certificates, licenses supporting that College is recognized by relevant authorities to offer the Program.
- 3.10. Awards a letter of completion upon completion of a Program and Degree/Certificate/Diploma to those who fulfil all the requirements of graduation in accordance with the rules and regulations of the College. This certificate/diploma will only have the College's credentials and the College confirms that it has the necessary approvals and permission to provide the same.

4. upGrad Campus's Obligations

- 4.1. upGrad Campus take the responsibility to evaluate all the online and offline assessment and project submitted by the Students only limited to upGrad Campus's Program
- 4.2. upGrad Campus will take regular feedback through online and offline medium from Students to ensure the quality delivery of the upGrad Campus Program.
- 4.3. upGrad Campus will provide training to College's admission team about the upGrad Campus Program.
- 4.4. upGrad Campus shall be responsible to bear the costs only for:
 - the creation and development of the upGrad Campus Program content, including the study material and production. This shall include the travel and accommodation costs for its team during the process;
 - Student support services (which includes the provision of student success manager(s), who are employed by upGrad Campus and are responsible for any queries that the Students might have throughout a upGrad Campus Program, the provision of FAQs, an inbound email ID and any other support as may be deemed required by upGrad Campus);
 - hosting the upGrad Campus Program on the Platform and administering the upGrad Campus Program; the upGrad Campus Faculty in accordance with the terms agreed with them; and