

Phone No: 
 Sold To/Issued To: 
 SHEKAR
 For Whom/ID Proof:
 TALENTSPRINT P LTD

INDIA NON JUDICIAL
 SYL NO: 15-10-09/2000
 PNO: 49, ST, NO. 10
 RESIDENCE SWATHI SCHOOL
 MADHAPUR
 R R DISTRICT-500081
 TELANGANA
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 Agreement
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UNIVERSITY ACADEMIC PROGRAMME SERVICE AGREEMENT

This University Academic Programme Service Agreement (“**Agreement**”) is made and entered into on 10th May, 2022 and is retrospectively effective from 1st March, 2022 (“**Effective Date**”), by and between:

M/S. TalentSprint Private Limited, a Company incorporated under the provisions of the Companies Act, 1956, bearing CIN No : U80902TG2008PTC062284; and having its registered office at First Floor, PSR Prime Towers, Beside DLF Cyber City, Gachibowli, Hyderabad - 500 032, and represented by Mr. Sridhar K., Chief Business Officer (hereafter known as the “**TalentSprint**”) which term shall, unless it be repugnant to the subject or context thereof, include its Affiliates, successors-in-office, successors-in-interest and assigns) of the **FIRST** Part ;

AND

ACE Engineering College, incorporated under the provisions of **Yadala Satyanarayana Memorial Educational Society**, and having its Registered office at Sy.No 175 & 181, Ankushapur (V), Ghatkesar(M), Medchal-Malkajgiri (Dt.), Telangana - 501301 represented by Prof. T Srinivasa Rao, Director Training & Placementcell , (hereafter known as the “**Institution/Institute**”) which term shall, unless it be repugnant to the subject or context thereof, include its Affiliates, successors-in-office, successors-in-interest and permitted assigns) of the **SECOND** Part.

TalentSprint and **Institution** are hereinafter collectively referred to as “**Parties**” and individually referred to as “**Party**”.

WHEREAS:

- A. TalentSprint brings transformational high-end and deep-tech learning programs to young and experienced professionals. TalentSprint’s digital platform offers a hybrid onsite/online experience to seekers of deep technology expertise. TalentSprint partners with top academic institutions and global corporations to create and deliver world class programs, certifications, and outcomes. TalentSprint is a National Stock Exchange (“**NSE**”) group company and a subsidiary of the NSE Academy. TalentSprint conducts market research,

surveys and studies from time to time and identifies the need for deep-tech programs and other disruptive technologies and those in the convergence of such major technologies and diverse industry verticals.

- B. ACE Engineering College was established in 2007 in a sprawling campus spreading over 10 acres of land. Situated in serene locales on the suburbs of Hyderabad on Hyderabad – Warangal National Highway, ACE provides an excellent ambience conducive for fruitful engagement of learners and faculty. Surrounding lush greenery filled plains and adjoining urban forest department land add to the tranquility that reminds one of ancient Indian gurukula. The college is well connected by road. It is just 20 Km from Uppal and about 28 Km from Secunderabad. The college offers B.Tech courses in CE, EEE, ME, ECE, CSE, CSE (AI & ML), CSE (DS), CSE (IoT) & IT Branches. CE, EEE, ME, ECE and CSE course are NBA accredited. The college is Conferred Autonomous status for ten years w.e.f AY 2020-21>
- C. TalentSprint has been appointed as “India Implementation Partner” for Pega University Academic Programme (“UAP”) by Pegasystems Worldwide India Private Limited (“Pega”) vide Master Services Agreement Dated November 23, 2021 to offer Technical Course I and Technical Course II technical Courses of Certified System Architect (Tech Course I CSA) and Certified Senior System Architect (Tech Course IICSSA) certification programs to eligible institutions and universities.
- D. Institution has requested to TalentSprint that they are keen to implement UAP in their organization in association with TalentSprint and on the basis of representations of Institution, TalentSprint has agreed to provide the said services to the Institution subject to the terms and conditions herein.
- E. The Parties are now desirous of entering into a definitive agreement for the purposes of documenting their specific mutual understanding and arrangements relating to the matter specified hereinabove and for that purpose are entering into this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties 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: -

1. DEFINITIONS AND INTERPRETATION:

1.1. 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, without limitation, all products, services, process, invention, improvement or development carried on or used by either party, any and all technical data, system study reports, system requirements, specifications, designs,

drawings, business models, discoveries, ideas, concepts, knowhow, research, samples, flowcharts, blueprints, any and all technology, computed programs, codes, algorithms, process, copyrightable materials, schematics, forecasts, strategies, employee details, participant or user information, business and contractual relationships, business partners, suppliers of services or any content, budgets, financial information, costs, sales or marketing plans and Intellectual Property Rights (*defined hereafter*), 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; (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.

"Course Material" shall mean the material prepared by Pega or TalentSprint in the form of printed or access to recorded digital/interactive multimedia provided to the Institution or students in any form.


"Force Majeure Event" means any acts or events beyond the control of the Parties and shall include but not be limited to the following events, i.e., civil disturbance, riots, strikes or lockouts, earthquakes, storm, tempest, other natural calamities, acts of God, emergency, epidemic and/or pandemic, quarantine restrictions, fire, civil commotion or unrest, terrorism, war, cyber-attack, blackout, expropriation or other governmental actions, any changes in the Applicable Laws or regulations, such that it restricts or prohibits either Party from performing its obligations as contemplated by this Agreement.

"Intellectual Property Rights" shall mean and include the rights in relation to a Party relating to intangible property, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired: patents, trademarks, trade dress, service marks, trade names and copyrights, data and applications, analytical methods, and all trade secrets and any other intellectual property right, including without limitation, the know-how, inventions, designs, new uses and processes, procedures and techniques, research, works of authorship, manuals, documentation, computer programs, software and codes and technical data and information.

"Law" shall mean any declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule, judicial order, judgment, direction or other binding restriction of or by any Governmental authority, regulatory authority, statutory bodies, judicial or quasi-judicial bodies.

"Programme" shall mean the UAP incorporating Technical Course I and II technical Courses for on Pega's CSA, CSSA certifications as provided by TalentSprint and as more specifically provided under **Annexure 1** of the Agreement.

2. INTERPRETATIONS:

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- a. Unless the context of this Agreement otherwise requires any phrase introduced by the terms "including", "include", "in particular" or any similar expression are deemed to have the words "without limitation" following them and shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- b. Heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation;
- c. Words using the singular or plural number also include the plural or singular number, respectively;
- d. Words of any gender are deemed to include the other gender;
- e. The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Articles of this Agreement, as the case may be;
- f. Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;
- g. Reference to the word "include" shall be construed without limitation;
- h. Reference to days, months and years are to Gregorian days, months and calendar years respectively; and
- i. The Annexure annexed hereto shall constitute an integral part of this Agreement.
- j. List of Annexures:
 - Annexure 1 : Broad Outline of Programme
 - Annexure 2 : Responsibilities of Institution
 - Annexure 3 : Responsibilities of TalentSprint
 - Annexure 4 : Schedule of Fees


3. TERM OF THE AGREEMENT:

This Agreement shall be valid for a period of five (5) years from the date of the execution of this Agreement (the "**Term**"). The Term is mutually renewable (in writing) on same terms and conditions unless otherwise agreed between the Parties in writing. During the Term of the agreement, the Programme implementation is subject to an annual written confirmation of continuity from TalentSprint.

4. APPOINTMENT OF TALENTSPRINT:

The Institution hereby appoints TalentSprint to implement UAP by providing technical courses to enrolled students of CSA and CSSA certifications in the Institution and provide services as more specifically provided under Annexure 1 and 3 of the Agreement.

5. RESPONSIBILITIES OF PARTIES:

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5.1. **Responsibilities of Institution:** The Institution shall be responsible for the activities and obligations as specifically provided under **Annexure 2.**

5.2. **Responsibilities of TalentSprint:** TalentSprint shall be responsible for the activities and obligations as specifically provided under **Annexure 3.**

6. CONSIDERATION & TERMS OF PAYMENT:

6.1. In consideration for the services to be provided by TalentSprint under this Agreement, the Institution shall pay to TalentSprint the fee per student per annum each for CSA and CSSA modules of UAP as specifically provided in **Annexure 4** (“**Consideration**”).

6.2. The payment of Consideration under this Agreement shall be exclusive of any taxes as may be applicable from time to time (*if any*), which shall be paid by the Institution to TalentSprint as provided in the invoice raised by TalentSprint.

6.3. Any payment required to be made by the Institution under the Clause, if subject to any deduction of applicable taxes at source, and where the Institution so deducts taxes at source, the Institution shall promptly remit the same to the credit of TalentSprint within the applicable statutory due dates. The Institution shall strictly ensure statutory compliance in this regard.

6.4. In addition to the payment under Annexure 4, the Institution shall be responsible for payment of “**Certification Fees**” to Pega or to the concerned agency as may be appointed by them at the applicable rates from time to time. The Certification Fee shall be paid in advance before taking the certification test through the payment mode as required by Pega or the concerned agency appointed by them.

7. REPRESENTATIONS AND WARRANTIES:


7.1. Each Party represents and warrants to the other Party as follows: -

7.1.1. It has complete legal right, power and authority to enter into this Agreement and to perform its obligations hereunder, and this Agreement constitutes a valid, binding and enforceable obligation against it;

7.1.2. All necessary consents, approvals and authorizations required to be obtained by such Party in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder have been obtained; and

7.1.3. The execution and delivery of this Agreement will not result in the violation of any terms and conditions, or constitute default under applicable laws or other obligations by which it is bound, including any instrument or contract to which it is a party.

7.2. Institution represents and warrants to TalentSprint that-


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- 7.2.1. It has adequate and necessary resources and infrastructure to perform its obligations hereunder;
- 7.2.2. The Institution shall not commit or omit to do any act which might inhibit restrict or interfere with successful implementation of the services of TalentSprint envisaged herein; and
- 7.2.3. The Institution has not entered into and shall not enter into any agreement during the Term, which might, directly or indirectly, in any manner whatsoever, which conflicts with this Agreement.
- 7.3. **Disclaimer by TalentSprint:** Nothing contained in this Agreement or implementation of Programme shall in any manner be construed to provide any representation or warranty from TalentSprint to assure any placements job offers from Pega or its implementation partners. Any such offer and selection shall be solely determined at the discretion of the Pega or its implementation partners, through a selection procedure as may be defined by Pega or its implementation partners and subject to its eligibility requirements.

8. INTELLECTUAL PROPERTY RIGHTS:

- 8.1. All Parties shall continue to hold and remain owner of their respective Intellectual Property Rights, on a perpetual worldwide basis, in any materials provided by each of the Party.
- 8.2. Without prejudice to the generality of the foregoing, TalentSprint shall be the sole and exclusive owner of any Intellectual Property Rights in the Course Material or any other information or documents provided by TalentSprint under or pursuant to this Agreement.
- 8.3. Without prejudice to the generality of the foregoing, Pega shall be the sole and exclusive owner of any Intellectual Property Rights in the Course Material or any other information or documents provided by Pega under or pursuant to the Programme delivered under this Agreement.
- 8.4. The Institution hereby acknowledges that any new concept, improvements or modification, whether by TalentSprint or the Institution or any of its staff/agent/representatives/Affiliates, to the Intellectual Property Rights of TalentSprint as provided under this Agreement shall become the exclusive property of TalentSprint, and shall insure to the benefit of TalentSprint on a perpetual basis.
- 8.5. The Institution shall provide all assistance to TalentSprint including signing any necessary documents and shall otherwise assist TalentSprint or any person designated by TalentSprint in transferring the Intellectual Property Rights mentioned herein above to TalentSprint or its designated person, as the case may be, unconditionally, irrevocably and in perpetuity. The Institution agrees to impose equivalent obligations on its Affiliates, personnel, agents, contractors, sub-contractors as applicable.
- 8.6. The Institution or any of its Affiliates, shall not in any manner make use of the Intellectual Property Rights of the TalentSprint which has not been expressly agreed between the Parties under this Agreement.

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8.7. The Parties agree that Clause 19(4) of the Indian Copyrights Act, 1957 shall be excluded for the purposes of this Agreement.

8.8. The provisions of this Clause 7 shall survive the termination of the Agreement.

9. TERMS FOR USAGE OF THE PLATFORM:

Programmes under this agreement may be delivered on TalentSprint Platform, iparl.ai.

9.1. Subject to the terms and conditions of this Agreement, Talentsprint hereby grants to the Institute during the Term, a non-exclusive, non-transferable, limited and personal right to use the Platform. At the end of the Term or early termination of the Agreement, the grant of right to use the Platform will expire automatically and with immediate effect. The terms and conditions of the right to use the Platform shall be governed by the provisions as mentioned here under this Agreement.

9.2. The grant of right to use the Platform is only for the internal and non-commercial use. The Institute shall use the Platform only in relation to the Program, and to the extent required for fulfilling the terms of this Agreement.

9.3. This right to use the Platform by the Institute does not convey any proprietary interest / ownership in the Platform.

9.4. Institute shall not use the Platform or any information obtained or derived from it for any other business /commercial gain by creating a computer program or through any other mode/means to compete with the Platform.


9.5. The Institute shall not attempt to decompile, disassemble, alter, amend or reverse engineer the Platform in any manner whatsoever.

9.6. Institute acknowledges that Platform is a commercially valuable proprietary interest of TalentSprint and has involved expenditure of substantial amounts of money, which affords a commercial advantage over its competitors, and that loss of this competitive advantage due to unauthorized use or disclosure of the proprietary information would cause great injury or harm and irreparable loss to TalentSprint.

10. TERMINATION:

10.1. This Agreement may be terminated at any time during the Term, by mutual consent of Parties in writing.

10.2. In the event the Institution is desirous of terminating the Agreement, the Institution shall have the right to issue a prior 30 (thirty) days' written notice of termination only after payment of all dues to TalentSprint and TalentSprint provides a letter of confirmation to the Institution of clearance of all dues.

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- 10.3. In the event TalentSprint is desirous of terminating the Agreement, it shall have a right to terminate without assigning any reason by giving the other Party a prior written notice of 30 (thirty) days' .
- 10.4. Either Party will be entitled to terminate this Agreement in the event of breach of the terms of the Agreement by the other Party, provided that a written notice has been served on the breaching Party. In the event such breach is capable of remedy, the non-breaching Party shall have the right to terminate only after the breaching Party fails to repair or remove the irregularity within a period of 30 (thirty) days from the date of issuance of the notice.

11. CONFIDENTIALITY:

- 11.1. All Confidential Information communicated and exchanged between the Parties in connection with the subject matter of this Agreement shall be received in strict confidence and will be used only for purposes of this Agreement, and that no Confidential Information will be disclosed by the Parties or, their agents, contractors or employees 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 Laws;
 - b. Required to be disclosed by any government authority; or
 - c. Necessary to be disclosed to professional advisors, directors, employees of a Party in connection with this Agreement only for purposes of this Agreement.
- 11.2. Provided that Confidential Information will not include information which: (i) is in the public domain; (ii) at or prior to the time of disclosure by a Party, was known to the other Party through lawful means or through act of a third party who is free to make such disclosure without breach of any legal obligation; or (iii) is developed by a Party independent of any Confidential Information it receives from the other Party.
- 11.3. Without prejudice to aforesaid, each Party acknowledges that the other may receive legally binding demands from a law enforcement authority for the disclosure of, or other assistance in respect of, personal data, or be required by Law to disclose any personal data to any person and in such circumstances the disclosing Party will not be in breach of this Agreement for complying with such obligations to the extent legally bound. The disclosing Party shall notify as soon as reasonably possible of any such demand unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation.
- 11.4. It is clarified here that upon termination or expiration of the Agreement, the Institution shall immediately stop using the Intellectual Property Rights and Confidential Information of TalentSprint and shall immediately return all such information (including any copies thereof) to TalentSprint.
- 11.5. This Clause shall survive the termination of the Agreement.

12. INDEMNITY:

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- 12.1. The Institution agrees that it shall not contravene any applicable Laws or infringe upon anyone's legal rights while fulfilling its obligations under this Agreement and shall be solely liable for any such contravention of applicable Law or such infringement.
- 12.2. The Institution further agrees to indemnify and hold harmless TalentSprint of any loss or damage to TalentSprint or its directors, employees, representative or Affiliates or in the event that any third party actions, claims, demands, costs, charges, damages and expenses (of every nature including attorney's fees and court costs), are brought against such Party or its directors, employees, representative or Affiliates under this Agreement in connection with any misrepresentation or the breach of the obligations of the indemnifying Party. Such Claim shall be made by the Indemnified Party by notice in writing ("Indemnity Notice") to the Indemnifying Party. In the event the Claim as set out in the Indemnity Notice is admitted by the Indemnifying Party, the Indemnifying Party shall make the indemnity payout within 60 (sixty) days from the date of the Indemnity Notice.
- 12.3. The Institution shall also take all necessary actions and support TalentSprint to defend any such action, if required by the Company. The provision of this Clause 10 shall survive the termination of the Agreement.

13. LIMITATION OF LIABILITY:

- 13.1. Under no circumstances shall TalentSprint be liable to Institution for (i) any 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; (ii) the other party's lost revenues; or (iii) exemplary or punitive damages.
- 13.2. TalentSprint shall not be liable for any loss or damage 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.
- 13.3. Except for breach of confidentiality obligations, breach of intellectual property rights, willful default, gross negligence and/or misrepresentation, in no event, will the total aggregate liability of TalentSprint to the Institution, in respect of Programme exceed the consideration paid in last one year from the date of such default/breach or Rs. 10 Lakhs, whichever is lower in relation to the Programme (as provided for in Annexure 1). TalentSprint shall not be liable for any Claims arising after the expiry of Term of the Agreement.

14. DATA SECURITY & PRIVACY:

- 14.1. 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.
- 14.2. 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

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

14.3. 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 students.

15. NON-EXCLUSIVITY:

This Agreement is entered into on a non-exclusive basis and nothing in this Agreement shall restrict the right of TalentSprint to render similar services to any other person or organization. Institution shall not enter into any similar agreement with any third party in relation to the Programme provided or any other agreement which can result in breaching any of the obligations and warranties in this Agreement, without the prior written approval of TalentSprint.

16. NON-SOLICITATION:

During the Term and for a period of 2 (two) years thereafter, the Institution shall not, without the prior written consent of TalentSprint: (a) employ or attempt to employ any person who at the time is employed, or within the prior 6 (six) months has been employed by TalentSprint; (b) induce or attempt to induce any person to leave employment with TalentSprint.

17. GOVERNING LAW AND JURISDICTION:

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. Subject to Clause 14 (Dispute Resolution) below, any dispute arising under the Agreement shall be subject to the exclusive jurisdiction of competent courts of Hyderabad.


18. DISPUTE RESOLUTION:

In the event that the Parties fail to resolve the dispute amicably within a period of 30 (thirty) Days. Either Party shall refer the dispute to arbitration of a sole arbitrator to be appointed by TalentSprint. The award of the arbitrator so appointed shall be final and binding upon the Parties. The arbitration proceedings shall be conducted under the Arbitration and Conciliation Act 1996. The venue of the arbitration shall be Hyderabad and the arbitral proceedings shall be conducted in English language

19. 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 with respect to the subject matter of this Agreement. This Agreement, may not be amended, nor any obligation waived, except by an instrument in writing signed by the duly authorised representatives of each of the Parties hereto.

20. ASSIGNMENT:

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Institution shall not assign this Agreement, or assign or delegate any rights or obligations hereunder, without the prior written permission of TalentSprint. TalentSprint shall be free to assign its rights and obligations under the Agreement to any of its affiliates.

21. SUB-CONTRACTING:

In case of subcontracting of any work or services by TalentSprint for the purpose of Programme or this Agreement, TalentSprint shall be authorized to outsource or subcontract the work without any requirement for approval or permission from the other Party.

22. 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.

23. STATUS OF EMPLOYEES:

At all times the employees and staff of the Institution shall be construed as employees of the Institution only and not of TalentSprint. TalentSprint shall have no liability towards the employees or staff of the Institution.

24. PUBLICATION:

The Institution shall not publish any articles or make any presentations or make any public announcement with respect to this Agreement or its association with TalentSprint without the prior approval of TalentSprint in writing.

25. CONDUCT OF THE PARTIES:

The Parties shall at all times ensure that the Parties or their employees or agents or Personnel observe good conduct, behavior, discipline and work together as a team during execution and implementation of the Agreement

26. 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 any such right on any other occasion.

27. FORCE MAJEURE:

Neither Party shall be responsible for failure to fulfil any obligation for so long as, and to the extent to which, the fulfilment 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 Party 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 endeavours to minimise

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.

28. 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 or agency between the Parties hereto.

29. ANTI-CORRUPTION AND ANTI-BRIBERY:

With respect to this agreement, the Parties acknowledges and agrees that the statutes of Prevention of Corruption Act, 1988 and Prevention of Money Laundering Act, 2002 prohibit its students 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.

30. THIRD PARTY BENEFICIARY:

It is hereby agreed between the Parties that Pega shall be entitled to claim the benefit under Clause 5.4 as a third party beneficiary in spite of not being privy to this Agreement.

31. FURTHER ASSURANCES:

The Institution shall from time to time execute and deliver all such further documents and do all acts and things as TalentSprint may reasonably require to effectively carrying out the full intent and meaning of this Agreement.

32. COUNTERPARTS:

The Parties may execute this Agreement in counterparts. Each counterpart shall constitute an original document, and all counterparts shall constitute one and the same agreement.

33. 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 addresses mentioned above 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.

	<u>For TalentSprint</u>	<u>For Institution</u>
Name:	Mr. Sridhar K.	Prof T Srinivasa Rao
Title:	Chief Business Officer	Director - Training & Placement Cell
E-mail:	Sridhar@talentsprint.com	tsr3333@aceec.ac.in

M:	9894002127	9885143309
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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.

----- *Signature Page follows* -----

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IN WITNESS WHEREOF, this Agreement is duly executed on the day, month and year first herein above written in the presence of:

For TalentSprint:  <small>163379796B22458...</small>	Witness:  <small>1A7898C76D65408...</small>
NAME: Mr.Sridhar K. Designation : Chief Business Officer Date: 5/12/2022	NAME: Mr. Rithwick Mosalikanti TITLE: Sr. Manager, Business Development Date: 5/11/2022
ForACE Engineering College:  <small>57C1B05CAECA41F...</small>	Witness:  <small>CA8F28459DDE420...</small>
Name: Prof T Srinivasa Rao Designation: Director- Training & Placement Cell Date: 06.05.2022	Name: Mr Y V S Durga Prasad TITLE: Placement Officer Date: 06.05.2022

ANNEXURE 1**BROAD OUTLINE OF THE PROGRAM**

Stage	Duration (hours)	Year	Outcomes
Technical Course I	80	III	CSA Certification
Technical Course II	82	IV	CSSA Certification
Pre-requisites and Assessments	74	III & IV	For Tech course I &II
Industry Orientation & Project	80	IV	Projects
TOTAL	316		

Opportunity to students

1. Pega and its implementation partners intend to recruit students from the UAP who complete the Tech Course I successfully and obtain CSA Certification
2. The campus drives are expected during early part of Year IV
3. Recruitment is expected to be at a premium to a typical fresher salaries based on the prevailing market conditions
4. General Recruitment process including eligibility, selection tests, etc. will apply
5. The job offers, where made, may be subject to successful completion of Tech Course II certification and projects as prescribed by the recruiter

ANNEXURE 2

OBLIGATIONS OF THE INSTITUTION

1. Institution shall ensure that all eligible students are fully informed of the opportunity (eligibility is as per the criteria as periodically brought out by Pega and TalentSprint for the programme).
2. Institution shall provide complete information from each applicant/ student in the format as specified by TalentSprint.
3. Institution shall verify and certify eligibility of each applicant as per the prescribed norms and standards by Pega and TalentSprint.
4. Institution shall ensure the adequate students attendance for the Programmes throughout the Term. Institution acknowledges that attendance and participation in assignments shall be considered for assessment by TalentSprint as per its procedure and norms for taking the CSA / CSSA certification exams.
5. Institution shall endeavor to incorporate the Programme as part of the Institution curriculum with credits or use other similar methods to ensure that the selected candidates take up the Programme in full seriousness.
6. Institution shall provide the complete infrastructure and resources as necessary for the conduct and delivery of the Programme like Laboratory etc.
7. Institution shall schedule the program and schedule the program classes only in discussion with TalentSprint. Institution shall ensure no deviation from the agreed schedule.
8. Institution shall identify and position faculty members, as acceptable to TalentSprint, who will coordinate all activities for smooth conduct of the program and co-ordinate for placement support.
9. Institution shall be responsible for payment of Fees payable to both TalentSprint and Pega on time as per the terms of this Agreement.
10. Institution hereby acknowledges that any advancement to subsequent levels or modules under the Programme shall be based on evaluation and assessment of the candidates by TalentSprint.

11. Institution agrees to adhere to any other procedure as may be necessary or agreed upon in writing or required by TalentSprint from time to time for the purpose of Programme or this Agreement.
12. Institution further acknowledges that the annual continuity of the programme is subject to the performance of the students and the feedback received from Pega and their implementation partners.

ANNEXURE 3

OBLIGATIONS OF TALENTSPRINT

1. Finalization of delivery schedule for the Programme in consultation with the Institution
2. Provision of necessary Course Material
3. Delivery of the Programme using their faculty members
4. Allocation of right faculty members for the conduct of Programme
5. Set up periodic assessments to be taken by candidates in the Programme
6. Conduct reviews on the status of readiness of the batches
7. Provide online access to content for each of the registered candidates for 24 x 7 learning
8. Facilitating of CSA, CSSA Certification tests
9. Periodic review of the Programme through interactions and
10. Provide annual written confirmation of continuity subject to performance of the students and also by getting feedback from Pega and their implementation partners

ANNEXURE 4**Schedule of Fees per student**

Stage	Amount (Rs)
CSA Technical Course I	32,000
CSSA Technical Course II	32,000


The payment of Fee Consideration shall be made by the Institution or its students in following manner:

1. Fees given above include taxes if any applicable.
2. Program Fees each year may have an increment as agreed with PEGA. Any increase in fee shall be communicated to the College and prospective students before the start of the enrollment process
3. Program Fees is payable 100% in advance before the start of each Program/Module batch by all Program Participants or the Institution as the case may be
4. The fee payment shall be made through electronic funds transfer or through cheque to the account details given below. In the case of the student paid model the student shall directly pay to TalentSprint through the payment link provided to them.
5. Program Fee can be paid to below mentioned bank account of TalentSprint using NEFT/RTGS/IMPS through online banking or through Cheque drawn in favour of "TalentSprint Private Limited"

Bank Account Details of TalentSprint

Beneficiary Name	TalentSprint Private Limited
Bank	HDFC Ltd
Account No	50200019883638

Branch	Gachibowli, Hyderabad
Branch ID	0968
IFSC Code	HDFC0000968
SWIFT	HDFCINBB

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