

Annexure-II

Format of the application for Organizing certificate course with third parties

1. **Introduction/preamble :** A brief description of program indicating the following *

- Outline of course,
- Targeted audience,
- Expected outcome/deliverables from the course,
- Details of resource persons/experts involved,
- Details of agencies or labs involved in Certificate program

2. **Schedule of the Program**

The Parties shall jointly prepare an academic calendar for each course.- Tentative timelines for course launch, enrollment, delivery, and certification shall be appended as Annexure B.- Any changes to schedule must be mutually agreed in writing.

3. **Number of Cohorts**

- The Parties agree to conduct a minimum of ____ cohorts of each program per academic year.- Cohorts may be repeated or scaled up depending on demand and mutual agreement

4. Roles and Responsibilities from IIT Hyderabad side

5. Roles and Responsibilities from side of third parties

6. Financial resource sharing including GST sharing details.

7. Master service agreement as per the format given below.

Annexure II : Master Service Agreement (MSA)

Between
Indian Institute of Technology Hyderabad (IITH)
and
[Third Party Partner Name]

This Master Service Agreement (“Agreement”) is made on this ___ day of _____, 20__, by and between:

Indian Institute of Technology Hyderabad (IITH), an Institute of National Importance established under the Institutes of Technology Act, 1961, having its campus at Kandi, Sangareddy, Telangana – 502285 and represented by Prof Amirtham Rajagopal, Chairperson, Centre for Continuing Education(CCE) (hereinafter referred to as “IITH”) which term shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns of the
FIRST
Part;

AND

[Partner Name], a company/organization incorporated under the laws of India, having its registered office at _____ (hereinafter referred to as “Partner”).

IITH and Partner shall hereinafter be individually referred to as a “Party” and collectively as the “Parties.”

WHEREAS:

A. **About the Institute:** IIT-H is an academic institution engaged in research and innovation and is known for its academic strengths, patents, and publications that it has. IIT-H is working to create a holistic educational ecosystem that offers interactive learning, a highly flexible academic structure, cutting-edge research, strong industry collaboration, and entrepreneurship.

B. **About the Partner:**

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

1. Definitions

1.1. “**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.

- 1.2. **“Applicable Laws”** shall mean any law, statute, rule, regulation, order, circular, decree, directive, judgment, decision, or other similar mandate of any applicable central, national, state, or local governmental authority having competent jurisdiction over, or application to the Party or subject matter in question.
- 1.3. **“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, 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, 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 MSA either in electronic, oral or physical form, or which may come to the knowledge of the other Party by virtue of this MSA, 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.
- 1.4. **“Data Protection Legislation”** means all statutes, enacting instruments, common law, regulations, codes of practice, decisions, legislations whether in India or elsewhere concerning the protection and/or processing of personal data, as may be amended or be applicable from time to time including relevant provisions of the (Indian) Information Technology Act, 2000 and the rules and regulations framed thereunder.
- 1.5. **“Effective Date”** shall mean ____ day of _____, 20__.
- 1.6. **“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 MSA.

- 1.7. **“Governmental Authority”** means and includes the Government of India, any governmental, semi-governmental, administrative, regulatory, fiscal, judicial, or quasi-judicial body, or any board, department, commission, authority, tribunal, court, agency, or other entity exercising powers conferred by Applicable Laws.
- 1.8. **“Intellectual Property Rights”** shall mean and include the rights about 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.
- 1.9. **“MSA”** shall mean this Master Service Agreement, along with exhibits, annexures, and schedules hereto, as amended from time to time, and shall include amendments or addenda to this MSA in writing, executed by the Parties from time to time.
- 1.10. **“Participants”** shall mean the students registered for any Program.
- 1.11. **“Program”** shall mean the Artificial Intelligence and Emerging Technologies Program. The details of the program will be given under Annexure 1 of this Agreement.

2. Arrangement Between the Parties

Partner is entering into this MSA with the IITH to launch **Program**. The details of the Program shall be detailed under Part A of Annexure 1 of the Agreement.

3. Scope of Partnership

The Parties agree to collaborate in designing, developing, and delivering joint certificate courses in areas of mutual interest. The courses shall be targeted at students, professionals, and other eligible participants.

The collaboration shall cover, but not be limited to:

- Joint curriculum development.
- Delivery of academic and industry-relevant content.
- Use of IITH branding, as mutually agreed.
- Joint promotions and outreach.

4. Roles and Responsibilities

4.1. IITH shall:

- Provide faculty members/subject matter experts for academic delivery.
- Approve curriculum, content, and course design.
- Grant use of the name/logo of IIT Hyderabad subject to prior approval.
- Provide certificates to participants upon successful completion.

4.2. Partner shall:

- Provide technology platform(s) for course delivery, if applicable.
- Handle marketing, admissions, and outreach activities as agreed.

- Provide industry experts/practitioners for applied sessions.
- Manage administrative and learner support services.

4.3. Both Parties shall:

- Jointly finalize course fee, duration, and structure.
- Ensure quality standards in course delivery.
- Conduct periodic review meetings.

5. Commercial Relationship

- Revenue sharing model between IITH and Partner shall be as per Annexure A.
- Payments shall be settled within ____ days from the close of enrollment for each cohort.
- Any applicable taxes shall be deducted and remitted as per prevailing laws.
- Both Parties shall maintain proper accounts and records for audit.

6. Representation and Warranties

6.1. Each Party represents and warrants about the other Party that, as of the Effective Date.

- a. It is duly incorporated under the laws of its jurisdiction, validly existing and in good standing under the laws of its jurisdiction and has all requisite power and authority to own and operate its business and properties and to carry on its business as such business is now being conducted and is duly qualified to do business in India and in any other jurisdiction in which the transaction of its business makes such qualification necessary;
- b. It has the full legal capacity and power to enter into, exercise its rights under, and perform its obligations under this MSA, and the execution, delivery, and performance of this MSA have been or will be duly authorized by all necessary corporate actions;
- c. It has complied with all conditions and things required by Applicable Laws to enable it to lawfully enter into and exercise its rights and perform its obligations under this MSA, and to make this MSA admissible in evidence;
- d. This MSA has been duly executed and forms the legal, valid, and binding obligations of such Party, enforceable following its terms.
- e. Its responsibilities under this MSA will not violate any Applicable Law, or any contracts with third parties;
- f. No litigation, arbitration, claim, suit, case, action, investigation, or proceeding or order, judgment, injunction, decree, award, settlement, or stipulation of or before any arbitrator, tribunal, or Government Authority, is pending or outstanding to the best of its knowledge, which may prejudice this MSA;
- g. It is the lawful owner or licensee of any programs or materials used by it in the performance of its responsibilities under this MSA and has all rights necessary to convey unencumbered ownership of any and all deliverables in accordance with this MSA;

- h. Any content or other intellectual property provided by it in relation to the Program shall not infringe the Intellectual Property Rights of any third party;
 - i. The services rendered by it, under this MSA, will be performed in a professional manner.
- 6.2. In addition, the Institute represents that it shall not, directly or indirectly through any agents, contractors, employees, associates, affiliates, or third parties, attempt to decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the Platform.

7. Term and Termination

- 7.1. This MSA shall be valid from the date of execution of this MSA and shall be valid for a period of 1 (One) year and shall be renewed for a period of another 3 years unless terminated earlier in accordance with this Clause (the “**Term**”). The Term is renewable on the same terms unless otherwise agreed between the Parties in writing.
- 7.2. This MSA may be terminated during the Term either by mutual consent of the Parties in writing or in accordance with Clause 6.3 of this MSA.
- 7.3. Either party may terminate this MSA:
- a) By giving the other Party a prior written notice of 120 (One Hundred and Twenty) days, at any time during the subsistence of the MSA;
 - b) In the event of a material breach by the other Party of any of the terms of this MSA, which breach has not been cured within 60 (Sixty) days from the receipt of a written notice of such breach from the first Party, or
 - c) In the event of any unauthorized use of the Program or any fraudulent, abusive, or otherwise illegal activities by the other Party, the other Party shall immediately.

8. Intellectual Property Rights

- 8.1. All Intellectual Property Rights in any materials provided or made accessible (including content developed, Course Enhancements and Derivative Works during the term of this MSA) by either Party to the other will remain with the Party providing, developing or making available such materials and nothing in this MSA is intended to or shall affect a transfer of any such Intellectual Property Rights of either Party to the other.
- 8.2. Each Party hereby grants to the other Party a limited, revocable, worldwide non-exclusive, non-assignable, and non-sub-licensable license to use their respective Intellectual Property Rights solely for the purpose of providing the Program to the Participants during the Term, in accordance with the terms and conditions of this MSA. Provided that the Institute shall grant to XXXXXX, a limited license to use for

commercial purposes or otherwise, all its Intellectual Property Rights associated with the course content, Course Enhancements, and Derivative Works developed by it in respect of any Program, until 6 (Six) months after the conclusion of such Program.

- 8.3. Each Party shall have the right to use the trademarks and the logos of the other Party, in relation to the Program.

9. Confidentiality

- 9.1. All Confidential Information communicated and exchanged between the Parties or made available by either Party to the other in connection with this MSA shall be received in strict confidence and will be used only for purposes of this MSA. Each Party shall protect Confidential Information received from the other Party with the same level of care it protects its own confidential information of a similar character or nature, but in no case less than reasonable care.
- 9.2. Either Party, its agents, contractors, or employees that receives Confidential Information from the other Party (i) shall not disclose such Confidential Information without the prior written consent of the other Party; (ii) shall not reproduce, publish, reverse engineer, decompile, or disassemble any Confidential Information in any form and manner; and (iii) shall inform the other Party promptly on becoming aware of any unauthorized use or disclosure of the other Party's Confidential Information and take prompt corrective action to regain the materials containing the Confidential Information and prevent further unauthorized use or disclosure of such Confidential Information. Either Party may disclose Confidential Information only where it is:
 - a. Required to be disclosed by Applicable Law or order of court, or under any directives or order by governmental, supervisory or regulatory body or rules of any stock exchange having jurisdiction over either Party or their Affiliates, provided that the party who is required to make such disclosure gives prior written notice to the other Party sufficient to allow such Party an opportunity to seek a protective order or other similar protection against disclosure,; or
 - b. It is necessary to be disclosed to professional advisors, directors, and employees of a Party in connection with this MSA and only for purposes of this MSA, provided that such individuals or entities to whom such disclosure is made first agree in writing to confidentiality provisions no less restrictive than those set forth in this MSA.
- 9.3. Upon expiration or termination of this MSA for any reason, each Party shall return or certify in writing the destruction of Confidential Information received from the other Party.

10. Indemnity

Each Party (the “**Indemnifying Party**”) hereby indemnifies and holds the other Party, its affiliates, officers, agents and employees (each an “**Indemnified Party**”) harmless

from and against any and all third party claims, damages, expenses (including reasonable attorney's fees), liabilities, taxes, judgments and awards ("**Claim(s)**") to the extent such Claim arises out of the Indemnifying Party's performance or failure of performance of its obligations/responsibilities, or in the event of any representation or warranty provided under this MSA being false or untrue. 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 pay out within 90 (Ninety) days from the date of the Indemnity Notice.

11. Limitation of Liability

- 11.1. Under no circumstances shall either Party be liable to the other 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.
- 11.2. Neither Party shall 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.
- 11.3. 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 either Party to the other, in respect of the Program exceed the proportionate revenue share received by either Party for the immediately preceding cohort in relation to a the Program or Rs. 5,00,000/- (Rupees Five Lakhs Only) whichever is higher (as provided for in Annexure 1). No Party shall be liable for any Claims arising after the expiry of the Term of the MSA.

12. Data Security & Privacy:

- 12.1. Both Parties represent and warrant that their collection, access, use, storage, disposal, and disclosure of any and all data, personal information of the counterpart, 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.
- 12.2. 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 may result in substantial harm and liability to the counterpart. Hence, the counterpart 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.
- 12.3. Both Parties agree to make reasonable efforts to maintain security and monitor all use (including unauthorized use) from their respective site and to communicate the terms of the usage guidelines to the End Users.

13. **Exclusivity**

The Parties acknowledge and agree that they have agreed to collaborate for mutual benefit and efficiency enhancement in the course of offering the Program. In view of the mutual benefits which the Parties will derive by being associated with each other, the Parties agree to work exclusively with each other for this Program. No clause in this MSA will restrict the Parties from working on programs in other areas with third parties. Further, the material generated for the Program will remain exclusive to that particular Program, and neither party will be able to use the same for any other Program without prior permission from the other party.

14. **Miscellaneous**

- 14.1. **Dispute Resolution:** Any dispute or difference that may arise between the Parties hereto out of, under, or in connection with this MSA shall be resolved by reference to arbitration. The proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitration shall be held at Hyderabad and be conducted in the English language. The order passed by such arbitrator shall be final and binding on the Parties to this MSA.
- 14.2. **Governing Law:** This MSA 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 the provisions of Clause 13.1, the courts of Hyderabad, India shall have the exclusive jurisdiction on all matters arising out of or in connection with this MSA.
- 14.3. **Amendments:** This MSA constitutes the entire agreement between the Parties regarding the subject matter of this MSA, and supersedes all other prior agreements, understandings, and negotiations, both written and oral, among the Parties. This MSA may not be amended except by an instrument in writing signed by the duly authorized representatives of each of the Parties hereto.
- 14.4. **Assignment:** The Parties shall not assign this MSA, or assign or delegate any rights or obligations hereunder, without the prior written permission of the other Party.
- 14.5. **Severability:** In the event any term of this MSA is held to be invalid, illegal or otherwise unenforceable under any Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this MSA or any action in any other jurisdiction, but this MSA shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.
- 14.6. **Waiver:** The failure of any Party to exercise any right or to demand the performance by the other Party of duties required hereunder shall not be deemed to constitute a waiver of any provision, condition, or requirement hereof. No delay or omission of any Party to exercise any right hereunder on one occasion in any manner shall impair the exercise of any such right on any other occasion.
- 14.7. **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 endeavors to minimize the adverse consequences that any failure in performance of its obligations might have, and to return the performance of such obligations to normal as soon as possible. In the event of a Force Majeure Event affecting performance on the obligations of a Party under this MSA continues for a period of more than 30 (thirty) days, or the performance of the obligation of either Party becomes impossible due to such Force Majeure Event, the Parties shall mutually discuss and agree on the future course of action, including termination of the MSA.

- 14.8. **Relationship of Parties:** This MSA is on principal-to-principal basis and (save where expressly stated in writing in this MSA) nothing contained herein shall be deemed as any partnership, joint venture, or agency between the Parties hereto, nor shall anything in this MSA create any employer-employee relationship among the Parties or between one Party and the employees, contractors, or agents of the other Party, nor authorize any Party to make or enter into any commitments for or on behalf of other Party.
- 14.9. **Anti-Corruption and Anti-Bribery:** With respect to this MSA, the Parties acknowledges and agrees that the statutes of Prevention of Corruption Act, 1988 and Prevention of Money Laundering Act, 2002 prohibit its End Users and employees/officers from offering, paying or authorizing any financial or other advantage to be given to any official or employee of any Governmental Authority or political party, political candidates or employees of government enterprises (each, an “Official”) for the purposes of (1) obtaining a proper business advantage; (2) influencing such Official to take, or not to take, any action or decision; or (3) inducing such Official to use his or her influence to affect any act or decision of a Governmental Authority.
- 14.10. **Counterparts:** This MSA may be executed in counterparts, each of which shall be deemed to constitute one copy of the same MSA and all of which, when taken together, shall be deemed to constitute one and the same agreement.
- 14.11. **Notices:** All documents, approvals, consents, and notices to be provided under this MSA must be given in English and must be sent in writing by hand delivery to the notified person, fax, E-mail, courier, first class airmail, postage prepaid, by either Party hereto, to the other at the following addresses unless specified otherwise. Also, in case of a change of address, the Party shall inform the other Party, in writing, about the change of address.

	For Institute	For XXXXXX Pvt.Ltd Company
Address:		
Contact Person Name:		
Email:		

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

[Signature page to follow]

This MSA is duly executed on the day, month, and year first herein above written in the presence of:

	For within the named “the Institute”	For within the named “XXXXXX”
Signature		
Name		
Title		
Date		
Witness		

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