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CU 586174

Date : 11/4/23 Rs: 100.00
Sl.No : 36
Sold to : RGUKT
For Whom: ANDHRA PRADESH

Ex-Officio Stamp Vendor
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Krishna Dist., A.P.
O.L. No. 06-620-012/2021
Date: 12.04.2023



**MEMORANDUM OF UNDERSTANDING
BETWEEN
RAJIV GANDHI UNIVERSITY OF KNOWLEDGE TECHNOLOGIES
AND
INDIAN SCHOOL OF BUSINESS**

This Memorandum of Understanding (MoU) must be mutually signed by both the parties

Rajiv Gandhi University of Knowledge Technologies (PAN No. AAALR0305H) having its registered office at RK Valley Campus, Idupulapaya (Village), Kadapa, Andhra Pradesh - 516330 will hereafter be referred as RGUKT, which expression

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unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns as **First Party to this MoU**.

And

Indian School of Business having Registered Office at Indian School of Business, Gachibowli, Hyderabad, 500 111 (hereafter referred to as "ISB"), which expression unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) as the **Second Party of this MoU**.

Both together hereafter singularly referred to as "the Party" and collectively referred to as "the Parties".

- A. **The First Party - RGUKT** was formed in 2008 by AP government with 3 campuses through Act of the Legislature as a full-fledged university which would initially admit approximately the top 1% of the rural students into the three residential campuses located at RK Valley, Basara and Nuzvid. The top 1% of rural graduates is around 6,000 to 7,000 per year. The first batch of tenth class graduates was admitted into the six year integrated B.Tech program in August of 2008. The initial selection was based on the 'Mandal Best' model wherein students securing the top marks in SSC examination in every mandal were selected.
- B. **The Second Party - ISB**, is a top-ranked global B-school offering world-class management education with many firsts to its credit – the youngest school ever to consistently rank among the top global MBA programmes, the first South Asian B-school to receive the international AACSB accreditation, and one among the largest providers of Executive Education in Asia, and the most research productive Indian Management Institution.
- C. **Both the Parties** have decided to collaborate to offer skilling programmes with a joint certification issued to the learners on successful completion based on the suggested terms & conditions stated in this scope of work. In addition to the skilling programmes, both parties have also decided to collaborate on training RGUKT faculty, impact assessment studies, and a public policy programme leveraging the resources of both parties.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HEREBY AGREE AS FOLLOWS:

This MOU defines the development and implementation of skilling programmes on Social and Emotional Learning for students at RGUKT and provides a platform for ISB to conduct impact assessment studies leveraging the resources available at RGUKT. ISB has designed these interventions as detailed in the below sections. These programmes would be delivered through ISBx, a division of Digital Learning, ISB.

1. PROGRAMME DETAILS

ISB will develop and deliver the curriculum of the skilling programme – **The Social and Emotional Learning Programme**, through a mix of asynchronous recorded sessions by

ISB faculty and Industry Experts and deploy these programmes in Learning Management System (hereby referred to as LMS).

- **Social and Emotional Learning Programme:** A 60-hour asynchronous learning Social and Emotional Learning Programme is targeted at students and emphasises social and emotional skills to the same degree as other subjects. This course will seek to enhance the effectiveness of interpersonal interactions of individuals and empower them with the skills required to work effectively, including addressing different challenges.

2. JOINT CERTIFICATION

- 2.1 Upon successful completion of the Social & Emotional Learning Programme, the learners would be awarded a joint certificate by Digital learning, ISB and RGUKT. Such certifications will allow learners to showcase their skills on various platforms.
- 2.2 The certificate will be designed to reflect the successful completion of the course as recognised by ISBx and RGUKT.

3. TERMS OF THE AGREEMENT

- 3.1 The AGREEMENT shall be effective from the date of execution of this MoU. It shall remain in force for a period of **5 years** unless terminated earlier in accordance with the provision of this AGREEMENT.

DELIVERABLES & REPORTING

4.1 Deliverables By ISB

4.1.1 Social and Emotional Learning Programme Launch:

ISB will take three months from the signing of this agreement to design and deliver the Social and Emotional Learning Programmes. All content delivery would be online asynchronous and through Learning Management System (LMS) designed and maintained by ISB.

The learners can access the programmes through Learning Management System (LMS). LMS will host all the pre-reading material, Video content of all courses, Assessments and post-reading material. Access to the course shall be granted only once the entire amount of INR5000/learner is received by ISB.

ISB will share reports on enrolments and certifications every month with RGUKT.

4.1.2 Faculty Training:

- ISB will provide training to RGUKT faculty either online or offline, as per feasibility on a chargeable basis.

4.1.3 Joint Impact Assessment Study:

- ISB and RGUKT will explore future impact assessments study leveraging the available resources of RGUKT and the experience of the ISB faculty.

- The schedule of such impact assessments will be provided separately as an addendum to this MoU.

4.2 Deliverables by RGUKT:

- RGUKT will offer the Social and Emotional Learning programme to students in Year 1, Year 2, Year 3 across all campuses, starting 2023, in a phased manner.
- RGUKT will attempt to incorporate the said programme within its curriculum as an elective.
- The programme will be a part of the curricula for a minimum period of five years from the date of inclusion in the curricula for the first time.
- RGUKT is to provide the details of the students to whom the LMS access has to be provided, subject to clause 5 of this agreement.
- The programme will benefit 15,000 students across all RGUKT campuses in a phased manner
- RGUKT will play a vital role in marketing and disseminating information about the Social and Emotional Programme to its students.

5.FEES AND PAYMENT TERMS

5.1 Fees:

ISB will charge a fee of **INR.7.5 crores (INR Seven crores fifty lakhs) plus taxes** as applicable. This is towards training 15,000 students over 4 years at the rate of Rs.5,000 plus taxes per student.

- 2.1. The fee includes enrolment, training and certification fees. Learners would be certified only upon successful completion of the programme.
- 2.2. Each year, starting 2023, RGUKT will be required to pay ISB as per schedule outlined in the table below.
- 2.3. For any enrolment in addition to the schedule below, RGUKT will collect the amount from learners as they enroll and remit the amount to ISB. In this regard, ISB will raise an invoice against RGUKT for the requisite amount monthly and RGUKT will remit the same as under 5.2.c.
- 2.4. Access to the course would be provided only once ISB receives the entire amount of INR5000/- per learner.
- 2.5. The fee shall be charged in the following phased manner:

Year	#of students per institute	Number of institutes	Total number of students	Charge per student (in.Rs./-)	Payable by RGUKT at the start of the year (in Rs./-)
1	250	4	1000	5000	50,00,000
2	500	4	2000	5000	1,00,00,000
3	1000	4	4000	5000	2,00,00,000
4	2000	4	8000	5000	4,00,00,000
Total	3750		15000		7,50,00,000 *

* This is the minimum number and actual could be more as the programme is initiated.

5.2 Payment Terms:

a) ISB will raise the invoice to RGUKT for the first year (2023) within 60 days of signing the MoU for an amount of INR 50,00,000/- [Indian Rupees Fifty lakhs only].

3. For the subsequent years, ISB will raise an invoice at the start of every academic year for the entire amount payable by RGUKT that year.
4. RGUKT will pay the invoices within 30 days from the date of invoice.
5. Regarding the amount paid by the additional learners, RGUKT will collect from it from the learners and remit the amount to ISB. In this regard, ISB will raise an invoice against RGUKT for the requisite amount on a monthly basis and RGUKT will remit the same as under 5.2.c.

6. PROMOTION, BRANDING & PUBLISHING

6.1. It is agreed and understood that all press releases or other public communications of any sort relating to this Agreement, or the transactions contemplated between the Parties, including the method of release of the publication, other than the announcement herein, shall be subject to the mutual approval of ISB & RGUKT.

6.2. The Parties shall own their respective creations, trademarks, copyrights, and other intellectual property rights. To the extent, this Agreement envisages permitted use of each other's logo, mark or name, the Party to which such logo, mark, or name as per the Brand guidelines of each party. The Parties will take the written consent of the other Party before using the other Party's name, logo, or mark limited to activities under this agreement.

6.3. Before any publication is made, the written approval of the other Party shall be obtained.

d) RGUKT agrees that this said arrangement and the name of Indian School of Business will not be used for promotional and branding purposes of any kind.

7. OBLIGATION OF THE PARTIES

7.1. The Parties agree to display ISB and RGUKT logos on its resource materials, annual report(s), newsletters, and website. To this extent, both Parties shall ensure that the intellectual property rights of each other are not used for any unauthorised purposes.

7.2. ISB will design all the necessary survey instruments (baseline and two impact surveys) on a timely basis.

7.3. ISB will test and host the required baseline and impact surveys for all participating learners through the learning portal.

- 7.4. ISB to share all the data corresponding to the learners' demographics, learning and performance statistics, and their responses to the baseline and impact surveys.
- 7.5. RGUKT and ISB will exercise reasonable skill, care, and diligence in the performance of the AGREEMENT.

8. TERMINATION

- 8.1. Each Party has the right to terminate this AGREEMENT by giving 1 Month's advance notice to the other Party or on a mutually agreeable basis. ISB may terminate this Agreement by giving 1 month's notice in writing to RGUKT and vice versa. In such event, RGUKT shall make all payments to ISB for the registered enrollments and certificates as per the LMS until the date of the termination notice.
- 8.2. On termination of the Agreement by RGUKT, ISB shall ensure that all the enrolment fees amount disbursed by RGUKT till such date shall be duly utilised in accordance with the terms of this Agreement till and including the date of conclusion of the notice period. ISB will be discharged from its responsibilities only on completion of its obligations, as mentioned in this agreement.

Without prejudice to the foregoing, steps shall be taken to ensure that the termination of this Agreement will not compromise or discriminate against any of the activities undertaken. In the event of termination by ISB, ISB will not disburse back the enrolment fees amount already utilised.

9. INDEMNITY

The parties hereby agree to indemnify and hold each other, its directors, employees, and other officers harmless at all times from any loss, claim, prejudice, damage, costs, taxes, duties, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees and legal charges to which the other party may be subjected:

- 9.1. by virtue of a breach of this Agreement and Schedules therein
- 9.2. by virtue of a breach of the representations and warranties made by the Parties
- 9.3. by virtue of any contravention and/or non-compliance on the part of the Parties with any laws, ordinance, regulations, and codes as may be applicable from time to time
- 9.4. on account of any act of negligence, fraud, misfeasance, or misuse of funds, and undertakes to compensate the other party fully
- 9.5. on account of any damages, claims, and future liability arising out of the execution of the Project and any other related claims including but not limited to matters such as construction quality, compliance with government approvals, manpower hired by them, compliance with applicable laws including labour laws, safety, etc.

10. OTHER TERMS & CONDITIONS

- 10.1. Amendment:** The AGREEMENT shall be amended only by written mutual consent of both the Parties to the AGREEMENT
- 10.2. No relationship:** Nothing in this AGREEMENT shall constitute or be deemed to constitute a partnership between the Parties, not render the other the agent of the other for any purpose whatsoever. Neither Party shall have the right or authority to assume, create or have the power to bind the other Party to contract or create any liability or obligation, express or implied, against, in the name of, or on behalf of another party
- 10.3. Force Majeure:** A party shall be excused from performing its obligations under this AGREEMENT to the extent its performance is delayed or prevented by a Force Majeure Event. For the purposes of this clause, "Force Majeure Event" means circumstances beyond a Party's reasonable control, including but not limited to change in government policy, fire, flood, epidemic, the act of God, war, and riot. In case the Force Majeure Event continues for a period exceeding thirty (30) days, either Party shall have the right to terminate this AGREEMENT with immediate effect.
- 10.4. Notices:** All notices, reports and receipts shall be in writing and shall be deemed duly given on (i) the date of personal or courier delivery; (ii) the date of transmission by telecopy or other electronic transmission service, provided a confirmation copy is also sent no later than the next business day as in (i), or confirmation of receipt is received, or (iii) the date of receipt by any other means of delivery.

The address for service of notice to the respective Parties is as given below:

**Deputy Dean,
Executive Education & Digital Learning
Indian School of Business
Gachibowli, Hyderabad – 500 111**

**Vice Chancellor
Rajiv Gandhi University of Knowledge Technologies-AP,
RK Valley Campus, Idupulapaya (Village),
Kadapa District,
Andhra Pradesh – 516330**

Either party may change its mailing address by written notice to the other Parties in accordance with this paragraph. The parties may also later decide upon sharing each other's email ID for such notices etc.

11. COMPLIANCE & REGULATIONS

The parties represent and warrant they currently comply with all applicable domestic for foreign anti-bribery or anti-corruption laws, including those prohibiting the

bribery of Government Officials, and will remain in compliance with all applicable laws; that It will not authorize, offer or make payments directly or indirectly to any Government Official; and that no part of the payments received (whether compensation or otherwise) from each other will be used for any purpose that could constitute a violation of any applicable laws.

12. CONFIDENTIALITY

12.1. The Parties shall keep all data or information disclosed by each other in connection with this Agreement, confidential, use it only for the purpose of this Project, protect it from unauthorized use, reproduction, access and damage or destruction and employ the same degree of care as it would employ to protect its own confidential information. Under such an eventuality wherein the information is required to be shared with statutory bodies, each of the party must intimate to the other party of such disclosure at least 5 days before submitting the information to the statutory bodies.

12.2. The Parties shall not during or after the termination of the AGREEMENT disclose to any third party any confidential information arising from the AGREEMENT (other than in the proper of their duties hereunder or as may be required by a court or arbitration panel of competent jurisdiction) except with the prior written permission from the other party.

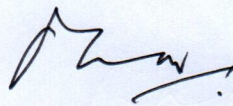
12.3. For the purposes of this clause "Confidential Information" shall mean information relating to proprietary, technological, economic, financial, legal, administrative business or technical matters of both Parties.

13. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by and constructed in accordance with the laws of India, without giving effect to its choice of laws rules shall be submitted to the exclusive jurisdiction of the courts of Hyderabad, Telangana, India.

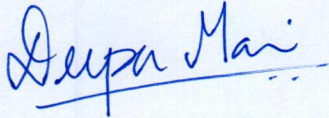
14. DISPUTE RESOLUTION

The Parties shall resolve any dispute amicably and if any dispute remains unresolved then it shall be settled by arbitration, by a single arbitrator to be appointed by the Parties. The venue of arbitration shall be in Hyderabad. The arbitration shall be conducted under the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification of re-enactment thereof for the time being in force and the award of such Arbitrator shall be final and binding upon the Parties hereto.



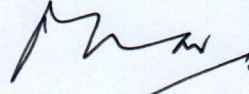
IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Agreement to be executed on the date first written above:

For & On behalf of
Indian School of Business



Professor Deepa Mani
Deputy Dean
Executive Education & Digital Learning
Indian School of Business

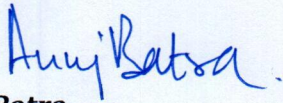
For & On behalf of
RGUKT



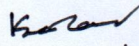
Professor M Vijaya Kumar
Vice Chancellor (i/c)
RGUKT

Vice Chancellor
Gandhi University of Knowledge Technologies
Office at RGUKT Nuzvid Campus, Nuzvid,
Euru District, Andhra Pradesh - 521202

Witnesses:



Anuj Batra
Sr. Director - Digital Learning
Indian School of Business


Prof KC Reddy
Chancellor
RGUKT

12/04/2023

ANNEXURE - 1

Social and Emotional Learning Programme

Programme Introduction: The Social and Emotional Learning Programme is a compelling educational strategy that fosters social and emotional skills within a school's curricula and emphasizes social and emotional skills to the same degree as other subjects. It involves a blend of skills essential for self-awareness, managing interpersonal relationships, being emotionally intelligent, building effective communications, addressing conflicts and responsible decision making. For any change in approach to occur, a behaviour change must happen. Some skills are in-built, and some must be imbibed. Together, these skills allow students to perform and work well with each other. This programme helps individuals analyse their present behaviour patterns and equips them with new skills required to develop new habits and eventually attain better results.

Programme Details: This programme is divided into three categories mentioned below:

1. Working on Self:
 - a. Building Self Awareness
 - b. Inculcating Growth Mindset
 - c. Critical Thinking
2. Communication
 - a. Presentation and Public Speaking
 - b. Effective Verbal and non-verbal Communication
 - c. Art of Storytelling
3. Working with Others
 - a. Art of Networking
 - b. Building your Personal Brand
 - c. Working Effectively in Teams

Programme Summary: A 60-hour asynchronous learning programme is targeted specifically at students from RGUKT. The courses will seek to enhance the effectiveness of interpersonal interactions of individuals and empower them with skills required to work effectively, including addressing different challenges.

Programme Mode of Delivery: This self-paced programme consists of 60 hours of learner's time through a combination of asynchronous learning modules deployed in the Learning Management System (LMS), reading materials, quizzes and assignments.

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