



## Government of Uttar Pradesh

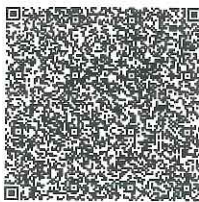


IN-UP78649181963878X

## e-Stamp

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Certificate No.	: IN-UP78649181963878X
Certificate Issued Date	: 03-Feb-2025 10:07 AM
Account Reference	: NEWIMPACC (SV)/ up14881904/ LUCKNOW SADAR/ UP-LKN
Unique Doc. Reference	: SUBIN-UPUP1488190454346586881739X
Purchased by	: LARSEN AND TOUBRO LTD
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: SHRI RAMSWARWOOP MEMORIAL UNIVERSITY
Second Party	: LARSEN AND TOUBRO LTD
Stamp Duty Paid By	: LARSEN AND TOUBRO LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

## AGREEMENT

This Agreement is entered into at **Lucknow** on the **3rd** day of **February** 2025.

## Between

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

And



**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.





**Shri Ramswaroop Memorial University** existing under the laws of India, having its registered office at Village - Hadauri, Post - Tindola, Lucknow-Deva Road, Barabanki, Uttar Pradesh - 225003, India hereinafter referred to as "**SRMU**" or "**Second Party**" unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of the **SECOND PARTY**.

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

#### **WHEREAS**

1. L&T is one of the leading engineering conglomerates operating at various parts of the globe providing technology, engineering, construction manufacturing and services including learning and assessment solutions and platforms through its EduTech business unit.
2. L&T EduTech is a business unit from L&T, which aims to bridge the gap between industry and academia. The core objective would be to enhance the employability of students as well as aspiring professionals across various engineering & technology sectors. Keeping the focus on employability, L&T EduTech has launched a series of industry-led application-oriented programs under its product portfolio - L&T College Connect ("Integrated Program" or "College Connect Program").
3. SRMU has already been established as Shri Ramswaroop Memorial University, a higher education institution in Barabanki, Uttar Pradesh.
4. L&T EduTech will provide its Integrated Program to the students of SRMU.
5. SRMU has accepted L&T EduTech's offer and agrees to enrol its students for the Integrated Programs.
6. The Parties are desirous of entering into this Agreement to set out their mutual understanding in this regard.

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

#### **1. Scope of the Agreement**

- 1.1. L&T EduTech has developed a solution to bridge the industry-academia gaps in present-day curricula by providing application-oriented courses which are, in-tune with future requirements to deliver career & learning outcomes.
- 1.2. SRMU agrees to cooperate and provide the solicited inputs, infrastructure support etc. to L&T EduTech.
- 1.3. SRMU and L&T EduTech have agreed to provide the Integrated Programs to the students of SRMU as set out in Annexure - 1 of this Agreement.
- 1.4. SRMU shall enrol students into the Integrated Program as set out in Clause 2 of this Agreement and share the student count.
- 1.5. L&T EduTech shall deliver the courses as set out in Annexure - 1.
- 1.6. The Parties shall set up a committee consisting of two members from each Party, who shall monitor the progress under this Agreement on a periodic basis.





## 2. Product Table

Batch	Programs Offered	Number of Semesters	Number of courses	Minimum Enrolment	Fees per Learner per Semester (Not incl. GST)	Total Program Fee per Learner (Not incl. GST)
2025-29	Integrated Program in Civil Engineering	8	8	30 Learners	Rs 8,000	Rs. 64,000
2025-29	Integrated Program in Mechanical Engineering	8	8	30 Learners	Rs 8,000	Rs. 64,000
2025-29	Integrated Program in Electronics and Communication Engineering (ECE) / Electrical and Electronics Engineering (EEE)	8	8	30 Learners	Rs 8,000	Rs. 64,000
2025-29	Integrated Program in IT / CSE	8	8	180 Learners (3 Batches)	Rs 8,000	Rs. 64,000
2025-29	Integrated Program in BBA	6	6	60 Learners	Rs 6,000	Rs. 36,000
2025-29	Integrated Program in BCA	6	6	180 Learners (3 Batches)	Rs 6,000	Rs. 36,000
2025-29	Integrated Program in B. Com	6	6	60 Learners	Rs 6,000	Rs. 36,000
2025-29	Integrated Program in MBA	4	4	30 Learners	Rs 6,000	Rs. 24,000

- The number of learners and the fee per learner are as set out in this Agreement. The Total fee per learner is applicable for all the courses be offered across semesters. The Minimum enrolment for each program shall be as tabulated above. Any additional learner required shall be offered at per learner rate as indicated in the table above. The start and End Date for the semesters shall be tentatively as follows (subject to changes in the academic calendar):
  - Odd Semester: August to December
  - Even Semester: January to June
- L&T EduTech shall launch the Courses/license/s on the start date of SRMU's academic calendar. SRMU shall invite the students to enrol into the Courses/licenses with immediate effect.
- Launch of Courses/licenses would mean commencement of services rendered by L&T EduTech, which shall be done upon receipt of payment as per the payment terms for the minimum enrolment for the semester.



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- d. The learner fee is exclusive of applicable taxes at time of signing of agreement. The same shall be payable by the SRMU as per the statutory norms and at the rates prevailing from time to time. SRMU to file the TDS return with in the due date for any withholding tax deducted while making the payment to L&T and provide with the TDS certificate within the stipulated period as per the statutory norms.

### 3. Payment Terms

- a. The number of students invoiceable is a committed non-refundable value and will not change/vary due to the reasons of non-subscribing of any of the licenses by the students and/or students opting out of the programme for whatsoever reasons. The payment for the courses shall not be refundable or reduced, regardless of whether a student chooses to discontinue the course, attend sessions irregularly, or drop out.
- b. At the time of signing of the agreement, on production of invoice by L&T EduTech, Shri Ramswaroop Memorial University shall pay to L&T EduTech **Rs. 2,10,000 + GST** ("the Base Amount") which shall be adjusted against the first semester fee for the first batch (2025) of engagement. SRMU will be permitted to advertise about the Programs and begin enrolment of students for these courses only after payment of the Base Amount to L&T EduTech.
- c. For the enrolment year (2025-29) the learners undergoing the Integrated Programs in Civil, Mechanical, Electronics and Communication Engineering / Electrical and Electronics Engineering and IT / CSE, L&T EduTech shall raise invoice to SRMU for minimum of 270 Learners as per the schedule provided below. Payment shall be made within 30 days of the Invoice. Roll out of the courses for subsequent semester shall only commence if the payments for the previous semester are received in full.

Semester	Timelines	Payment Type / % of Semester Fees	Amount Not Incl. GST
1	At the time of Signing of Agreement	Base Amount (Not applicable for subsequent Batches)	1,20,000
	Date of Start of the Semester	25% of the payment for the Semester after adjusting the Base Amount, if applicable	4,20,000 (up to 270 Learners) and Rs 2,000 per learner, above 270 learners
	1st October	35% of the payment for the Semester	7,56,000 (up to 270 Learners) and Rs 2,800 per learner, above 270 learners
	1st November	40% of the payment for the Semester	8,64,000 (up to 270 Learners) and Rs 3,200 per learner, above 270 learners
2, 4, 6, 8	15th Jan or Date of Start of the Semester, whichever is earlier	25% of the payment for the Semester	5,40,000 (up to 270 Learners) and Rs 2,000 per learner, above 270 learners
	1st March	75% of the payment for the Semester	16,20,000 (up to 270 Learners) and Rs 6,000 per learner, above 270 learners
3, 5, 7	1st August or Date of Start of the Semester, whichever is earlier	25% of the payment for the Semester	5,40,000 (up to 270 Learners) and Rs 2,000 per learner, above 270 learners
	15th Oct	75% of the payment for the Semester	16,20,000 (up to 270 Learners) and Rs 6,000 per learner, above 270 learners

- d. For the enrolment year (2025-29) the learners undergoing the Integrated Programs in BBA, BCA, and B. Com, L&T EduTech shall raise invoice to SRMU for minimum of 300 Learners as per the schedule provided below. Payment shall be made within 30



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days of the Invoice. Roll out of the courses for subsequent semester shall only commence if the payments for the previous semester are received in full.

Semester	Timelines	Payment Type / % of Semester Fees	Amount Not Incl. GST
1	At the time of Signing of Agreement	Base Amount (Not applicable for subsequent Batches)	54,000
	Date of Start of the Semester	25% of the payment for the Semester after adjusting the Base Amount, if applicable	3,96,000 (up to 300 Learners) and Rs 1,500 per learner, above 300 learners
	1st October	35% of the payment for the Semester	6,30,000 (up to 300 Learners) and Rs 2,100 per learner, above 300 learners
	1st November	40% of the payment for the Semester	7,20,000 (up to 300 Learners) and Rs 2,400 per learner, above 300 learners
2, 4, 6	15th Jan or Date of Start of the Semester, whichever is earlier	25% of the payment for the Semester	5,40,000 (up to 300 Learners) and Rs 1,500 per learner, above 300 learners
	1st March	75% of the payment for the Semester	16,20,000 (up to 300 Learners) and Rs 4,500 per learner, above 300 learners
3, 5	1st August or Date of Start of the Semester, whichever is earlier	25% of the payment for the Semester	5,40,000 (up to 300 Learners) and Rs 1,500 per learner, above 300 learners
	15th Oct	75% of the payment for the Semester	16,20,000 (up to 300 Learners) and Rs 4,500 per learner, above 300 learners

- e. For the enrolment year (2025-29) the learners undergoing the Integrated Program in MBA, L&T EduTech shall raise invoice to SRMU for minimum of 30 Learners as per the schedule provided below. Payment shall be made within 30 days of the Invoice. Roll out of the courses for subsequent semester shall only commence if the payments for the previous semester are received in full.

Semester	Timelines	Payment Type / % of Semester Fees	Amount Not Incl. GST
1	At the time of Signing of Agreement	Base Amount (Not applicable for subsequent Batches)	36,000
	Date of Start of the Semester	25% of the payment for the Semester after adjusting the Base Amount, if applicable	9,000 (up to 30 Learners) and Rs 1,500 per learner, above 30 learners
	1st October	35% of the payment for the Semester	63,000 (up to 30 Learners) and Rs 2,100 per learner, above 30 learners
	1st November	40% of the payment for the Semester	72,000 (up to 30 Learners) and Rs 2,400 per learner, above 30 learners
2, 4	15th Jan or Date of Start of the Semester, whichever is earlier	25% of the payment for the Semester	45,000 (up to 30 Learners) and Rs 1,500 per learner, above 30 learners
	1st March	75% of the payment for the Semester	1,35,000 (up to 30 Learners) and Rs 6,000 per learner, above 30 learners
3	1st August or Date of Start of the Semester, whichever is earlier	25% of the payment for the Semester	45,000 (up to 30 Learners) and Rs 1,500 per learner, above 30 learners





15th Oct	75% of the payment for the Semester	1,35,000 (up to 30 Learners) and Rs 6,000 per learner, above 30 learners
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- f. This engagement for Integrated Programs mentioned above is envisaged to continue on a year-to-year basis. The invoicing schedule for subsequent academic year, based on the minimum enrolment criterion, shall be as per the tables mentioned above for the respective program, except for the collection & adjustment of Base Amount, which is applicable only for the First batch of engagement. Payments shall be made within 30 days of the invoice. Roll out of the courses for any subsequent semester shall only commence if the payments for the previous semester are received in full.

**SRMU PAN Number:** AAJTS5262R

**SRMU GST Number:** 09AAJTS5262R2ZG

### 3. Obligations of SRMU

SRMU hereby agrees that it shall:

- Promote the Integrated Program to students and to the general public as "Program in partnership with L&T EduTech". If any advertisements are released by the SRMU, the cost of such advertisement will be borne by the SRMU. SRMU will promote the College Connect Program Courses according to course descriptions given by L&T EduTech.
- Enroll students within respective courses at the start of license date. The list of students enrolled can be shared with L&T EduTech and SRMU shall ensure that the correct name is printed in the certificate on successful completion.
- Provide a point of contact for all administrative and support function to ensure smooth implementation of the courses.
- Periodic review to ensure on track implementation and sharing feedback with L&T EduTech as soon as possible and any necessary action required.
- Ensure timely payment of invoices as mentioned in the clause 3(c), (d), (e), (f), (g), (h).
- TDS returns to be filed within due date for any tax deducted on sources and certificate to be issued to L&T EduTech.

### 4. Obligations of L&T EduTech

L&T EduTech hereby agrees that it shall:

- Support in recommending the right courses as per the learning and career outcomes evinced for the students.
- Ensure courses are live and available to students during the validity of the licenses.
- Share schedule of course delivery as agreed with SRMU.
- support SRMU during the admission period by providing a personnel to promote the Integrated Programs offered by L&T EduTech, for a period up to 3 months.
- Provide Subject Matter Experts (SMEs) for in-person classes as per agreed course wise delivery.
- Conduct assessments or other formalities course wise and issue certificate on successful completion.
- Facilitate engaging webinar sessions, seminars and workshops led by industry experts to provide students with insights into emerging trends, real-world applications, and career guidance.



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- h) Project Site Immersions shall be provided for Integrated Program learners in Civil, Mechanical and Electrical Streams as mentioned in Annexure 1.
- i) Provide technical support to all enrolled students of SRMU regarding the online platform through which the courses are offered.
- j) Allow students, completing the program, to register and build their profile in L&T EduTech Skill Exchange platform.
- k) provide internship opportunity for learners enrolled in the Integrated Program based on students clearing the assessment and performance criteria of the internship requirement. L&T EduTech will facilitate to take up to 25% of the enrolled students for its various internship opportunities across various businesses.
- l) All learners successfully completing the Integrated Program shall be provided with relevant placement opportunity. Internship and placement opportunities shall be subject to the students meeting the required eligibility criteria and the performance standards set by the hiring company.

#### 5. Representation and Warranties

- d. The Parties hereby represent and warrant to each other that:
  - i. Entering into and performance of this Agreement does not and will not conflict with any law, governmental rule/regulation or cause a breach of any other agreement to which either of the Parties is a party.
  - ii. They are duly organised and validly existing entity, and it has the power and authority to enter into and perform this Agreement and the signatory to this Agreement is duly authorised by it.

#### 6. L&T Logo usage and Co-branding

- a. SRMU will be provided with the option of using co-branded materials in its marketing campaign, certificates, student acquisition programs, etc., L&T EduTech shall provide SRMU with the branding guidelines and SRMU shall only use such material and information.
- b. SRMU may utilize L&T EduTech's logo and brand material (collectively referred to as the "Brand Material") subject to the payment of license fees against the first invoice raised by L&T EduTech as set out in clause 3 above. It is hereby clarified that SRMU shall be entitled to use L&T EduTech's Brand Material subject to the timely settlement of any and all subsequent invoices raised by L&T EduTech.
- c. L&T EduTech reserves the right to revoke the consent granted to SRMU to use its Brand Material in case of any breach by SRMU in following the Branding Guidelines during the term of this Agreement. Upon such revocation SRMU shall cease using L&T EduTech's Brand Material with immediate effect.
- d. Usage of L&T EduTech's Brand Material shall be subject to the brand guidelines and approval of marketing or promotional material by L&T EduTech.

#### 7. Term and Termination

- a. This Agreement shall be with effect from the date of signing hereto and shall remain valid for a period of five years unless terminated earlier.
- b. This Agreement may be terminated by either of the Parties by giving three months written notice to the other Party.





- c. Either Party ("**Aggrieved Party**") shall be entitled to terminate this Agreement forthwith by issuance of a written notice to the other Party ("**Breaching Party**") due to a (a) breach of the terms and conditions of this Agreement including non-adherence to the stipulated timelines, failure or refusal to pay the fees, breach of clause 10 (*Intellectual Property Rights*) etc. Provided that the Aggrieved Party shall provide the Breaching Party with a written notice ("**Notice**") informing it of the occurrence of such breach and the Breaching Party fails or refuses to rectify the breach within a period of 7 days from the date of receipt of notice. The requirement of Notice shall be dispensed with if the breach is irremediable in nature.
- d. In the event of any termination, the ongoing College Connect Program shall be rendered to the students who had enrolled for the same prior to the termination of this Agreement. It is hereby clarified that the amounts paid by SRMU prior to termination of this Agreement for availing the courses shall not be refunded under any circumstances.
- e. It is hereby agreed by the Parties that post termination of this Agreement for any reason, SRMU shall cease to provide the College Connect Program, either under the same name or a different brand name using the materials of L&T EduTech, to the students, and return all data, information of L&T EduTech that it may have access to and communicate to the students that the College Connect Program will be no longer offered through SRMU.

#### 8. Confidentiality

- d. The Parties hereby agree that each Party may have access to Confidential Information of the other Party. Each of the Parties agrees that it shall keep confidential all the information disclosed by the other Party and will use the same only for the purposes of this Agreement.
- e. Each of the Parties also agrees that it shall not disclose to any person or entity any of the terms, conditions or other facts with respect to any such possible transaction including the status, which is confidential information without the consent of the other Party.
- f. For the purposes of this Agreement, Confidential Information shall mean any information provided by a Party to another Party under this Agreement, including but not limited to, financial, marketing, technical, IPR, design, customer/learner information (sourced by L&T EduTech / SRMU) or other information of the disclosing party.
- g. The Parties also affirm that there shall not be any announcement made by either Party, till both Parties have approved the content of such an announcement.
- h. Nothing in the above clause prevents a Party from disclosing any Confidential Information:
- (a) to its employees, legal advisors and other consultants on a need-to-know basis (provided the Party uses reasonable endeavours to ensure that the relevant person is aware that the information is confidential and does not further disclose the information except in accordance with this clause);
  - (b) if required by law, or regulatory authority;
  - (c) to obtain any Regulatory or corporate approval, consent or authorization to enter into the transaction;





- (d) if required in connection with enforcement of any right or in defence of any claim, legal proceedings or dispute resolution procedure relating to or arising out of this Agreement.

## 9. Intellectual Property Rights

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

## 10. Indemnity

- d. Each Party ("Indemnifying Party") hereby irrevocably and unconditionally agrees to indemnify and hold the other Party ("Indemnified Party"), its directors, officers and employees harmless from and against any and all liabilities, losses, damages, costs, claims, or the like (collectively "Loss")





which may be suffered or incurred directly, including but not limited to any claim by third party, by Indemnified Party as a result of (i) any misrepresentation or material breach of any representation or warranty made by the Indemnifying Party in this Agreement or (ii) non-fulfilment of or failure to perform any covenant or obligation or agreement or undertaking contained in this Agreement by the Indemnifying Party or (iii) violation of confidentiality and intellectual property rights of the Indemnified Party.

- e. In no event shall the maximum liability of L&T EduTech under this Agreement exceed the amount of fees paid/payable by SRMU for a period of three months immediately preceding the date of the claim.

#### 11. Notices

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

In the case of L&T EduTech:

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

E-Mail ID: [collegeconnect@lntedutech.com](mailto:collegeconnect@lntedutech.com)

In the case of Shri Ramswaroop Memorial University:

Shri Ramswaroop Memorial University, Village - Hadauri, Post - Tindola, Lucknow-Deva Road, Barabanki, Uttar Pradesh - 225003, India.

E-Mail ID: [registrar@srmu.ac.in](mailto:registrar@srmu.ac.in)

#### 12. Non-Solicit

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

#### 14. Exclusivity

- a. L&T EduTech and SRMU hereby agree and acknowledge that both parties shall maintain exclusive partnership to offer industry oriented Integrated programs within Lucknow. However, L&T EduTech shall be free to enter into similar agreements with other colleges for its College Connect Program outside Lucknow. SRMU hereby agrees and states that it shall not share/disclose/use the course materials, or any information pertaining to the course or otherwise made available to it by L&T EduTech with any third-party course providers under any circumstances in any manner. It is hereby agreed between the Parties hereto that any such act on the part of SRMU gives L&T EduTech the right to terminate this Agreement.

#### 15. Entire Agreement





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

**16. Assignment Rights**

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

**17. Survival**

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

**18. No partnership**

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

**19. Severability**

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

**20. Counterparts**

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

**21. Amendment**

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

**22. Costs of Enforcement**

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

**23. Governing Law and Jurisdiction**

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

**24. Arbitration**





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

#### 25. FORCE MAJEURE

- a. The Parties shall be excused from delays in performing or from failing to perform its obligations under this Agreement or the indentures pursuant thereof to the extent the delays or failures result from causes beyond the reasonable control of the parties, including, but not limited to acts of God; wars; Governmental actions; fire; flood; epidemic; and freight embargoes. However, there shall be an obligation on such repudiating party to give notice to the other ("Affected Party") regarding the invocation of the Force Majeure clause at the earliest possible. The Affected Party shall have the right to terminate this Agreement if the other Party is prevented from performing its obligations due to the subsistence of the Force Majeure Event beyond a period of 7 days.

#### 26. NO WAIVER CLAUSE

- a. Failure to enforce any provision of this Agreement will not constitute a waiver.

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

For Shri Ramswaroop Memorial University

For Larsen & Toubro Limited

Prof. (Dr.) Vikas Misra  
Vice Chancellor

Shri Ramswaroop Memorial University



Mrs. M F Febin  
Head-CollegeConnect Business  
L&T EduTech





Witnesses:

1. Dr. 03/02/2025  
Prof. (Dr.) Neeraj Jindal  
Registrar, SRMU

2. Saxena  
Nimish Saxena  
Deputy Director, SRMU

Witnesses:

1. Parag Jain  
31/2/25  
Parag Jain, Branch Manager

2. Alok Kumar  
31/2/25  
Alok Kumar Srivastava





## Annexure - 1

### Semester wise courses offerings in Integrated Programs

Integrated Program in Civil / Mechanical / EEE / ECE / IT / CSE				
S No.	Course Name	Category	Credits	Semester
1	Functional Skills - 1	Functional Skills	3	I
2	Behavioral Skills - 1	Behavioral / Functional Skills	3	II
3	Technical Skills - 1	Technical Skills	3	III
4	Technical Skills - 2	Technical Skills	3	IV
5	Technical Skills - 3	Technical Skills	3	V
6	Technical Skills - 4	Technical Skills	3	VI
7	Technical Skills - 5	Technical Skills	3	VII
8	Technical Skills - 6	Technical Skills	3	VIII
	<b>Total</b>		<b>24</b>	

Integrated Program in BBA / BCA / B. Com				
S No.	Course Name	Category	Credits	Semester
1	Functional Skills - 1	Functional Skills	3	I
2	Behavioral Skills - 1	Behavioral / Functional Skills	3	II
3	Technical Skills - 1	Technical Skills	3	III
4	Technical Skills - 2	Technical Skills	3	IV
5	Technical Skills - 3	Technical Skills	3	V
6	Technical Skills - 4	Technical Skills	3	VI
	<b>Total</b>		<b>18</b>	

Integrated Program in MBA				
S No.	Course Name	Category	Credits	Semester
1	Functional Skills - 1	Functional Skills	3	I
2	Behavioral Skills - 1	Behavioral / Functional Skills	3	II
3	Technical Skills - 1	Technical Skills	3	III
4	Technical Skills - 2	Technical Skills	3	IV
	<b>Total</b>		<b>12</b>	





The programs for the Integrated Program in Civil / Mechanical / EEE / ECE / IT / CSE, BBA / BCA / B. Com and MBA, and the semester-wise offering of courses shall be agreed upon by both parties from L&T EduTech's Program Offerings before the commencement of the August-25 Semester.

### Delivery Model

For each course offered as part of the program, the following are the key milestones:

1. The program would commence with an orientation session for students to understand the learning outcomes – (provided at start of the programme)
2. Onboarding of the students – (provided at start of the programme)
3. Enabling access to online self-paced contents – (provided at start of the programme)
4. Conducting Instructor interventions as applicable to the delivery model of the course – provided based on mutually agreed schedule
5. Conducting assessments as required for the pedagogy of the course – provided based on mutually agreed schedule

The proposed delivery model for the courses opted as a part of this agreement are as follows.

Digital Enablement Basics for Engineers / Programming Fundamentals for Electronics Engineers / IT Primer for Young professional / Critical Thinking, Design Thinking, Leadership & Teamwork Course / Career Readiness in Digital Era			
S. No	Interventions		Duration
1	In Person Expert Sessions	✓	42 hrs (7 days* X 6 hrs each)
2	Final assessment - Virtual Live	✓	1 hr
3	E – Certification for Eligible Students	✓	

\*Shall be completed in consecutive days

Technical Skill Courses – Civil, Mechanical and ECE / EEE			
S. No	Interventions		Duration
1	Student Orientation - Virtual Live	✓	0.5 hrs
2	Course Orientation - Virtual Live	✓	0.5 hrs
3	Online Self-Paced Content (Value Added Offering)	✓	28 hrs
4	In Person Expert Sessions	✓	42 hrs (7 days* X 6 Hrs each)
5	Mid assessment - Virtual Live	✓	1 hr
6	Project work - Virtual Live (Value Added Offering)	✓	10 hrs
7	Final assessment - Virtual Live	✓	1.5 hrs
8	E – Certification for Eligible Students	✓	

\*The program will be conducted in three slots: first two with two consecutive days and the other with three consecutive days



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Technical Skill Courses – CSE/IT			
S. No	Interventions		Duration
1	Student Orientation - Virtual Live	✓	0.5 hrs
2	Course Orientation - Virtual Live	✓	0.5 hrs
3	Online Self-Paced Content (Value Added Offering)	✓	12 hrs
4	Pre-assessment - Virtual Live	✓	1 hr
5	In Person Expert Sessions	✓	42 hrs (7 days* X 6 Hrs each)
6	Mid assessment - Virtual Live	✓	1 hr
7	Project work - Virtual Live (Value Added Offering)	✓	7 hrs
8	Assignment / Micro Projects (Value Added Offering)	✓	3 hrs
9	Final assessment - Virtual Live	✓	1.5 hrs
10	E – Certification for Eligible Students	✓	

\*The program will be conducted in three slots: first two with two consecutive days and the other with three consecutive days

Technical Skill courses – BBA / BCA / B. Com / MBA			
S. No	Interventions		Duration
1	Student Orientation - Virtual Live	✓	0.5 hrs
2	Course Orientation - Virtual Live	✓	0.5 hrs
3	Online Self-Paced Content (Value Added Offering)	✓	12 hrs
4	Pre-assessment - Virtual Live	✓	1 hr
5	In Person Expert Sessions	✓	42 hrs (7 days* X 6 Hrs each)
6	Mid assessment - Virtual Live	✓	1 hr
7	Project work - Virtual Live (Value Added Offering)	✓	7 hrs
8	Final assessment - Virtual Live	✓	1.5 hrs
9	E – Certification for Eligible Students	✓	

\*The program will be conducted in three slots: first two with two consecutive days and the other with three consecutive days

- The learners enrolled in the Integrated Programs, shall be provided with Capstone (Major) Project Assistance during the 7<sup>th</sup> or 8<sup>th</sup> semester which includes 12 hours (2 days) of in-person expert sessions held on consecutive days during 7<sup>th</sup> or 8<sup>th</sup> semester, along with 6 hours (3 sessions) of Virtual Instructor Led Expert Sessions (Value Added Offering)
- Project Site Immersion (1 day) shall be provided after 2<sup>nd</sup>, 4<sup>th</sup>, and 6<sup>th</sup> Semester for Integrated Program learners in Civil, Mechanical and Electrical Streams.



Signature: [Handwritten Signature]  
Date: 19/01/2021



- The boarding for the trainers during in person training shall be borne by SRMU. Trainers shall avail themselves of SRMU's food facilities on a payable basis.



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