

পশ্চিমবঙ্গা पश्चिम बंगाल WEST BENGAL

AB 225107

COLLABORATION AGREEMENT

This Collaboration Agreement (hereinafter referred to as the "Agreement") is entered into and executed on this 15 day of April, 2021 (hereinafter referred to as the "Effective Date") by and between: -

AI & Analytics Association, a society incorporated under the laws of India and having its registered office located at 4023, Sobha Jasmine Apartments, Sarjapur Outer Ring Road, Bellandur, Bengaluru – 560103 (hereinafter referred to as "3AI") of the FIRST PART;

AND

Miles Education Private Limited, a Private Limited Company duly incorporated and registered in India under the Companies Act, 2013, bearing Corporate Identification No. U22219TG2011PTC076218, situated at 3rd Floor, A-3/6, IDA Kukatpally, Gandhinagar, Hyderabad 500037, and having PAN AAHCM5666J and GSTIN 36AAHCM5666J2ZY (hereinafter referred to as the "Miles") of the SECOND PART;

AND

Netaji Subhas University, having its campus at NH 33 to RVSCET, Pokhari, near Bhilai Pahadi, Jamshedpur, Jharkhand 831012 (hereinafter referred to as the "Institutional Partner") of the THIRD PART.

For the purposes of this Agreement, 3AI, Miles and Institutional Partner have been individually referred to as a "Party" and collectively as "Parties".

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WHEREAS:

- A. 3AI is a not-for-profit association that works towards for the promotion of interest and interventions in AI. 3AI is a thriving learned society which invites students & professionals as members with a serious interest in Artificial Intelligence, Analytics, and related areas.
- B. Miles up-skills students and professionals across the world to help them be future-ready and enable their career progression. Founded by Harvard and Stanford alumni, Miles offers globally recognized certifications in finance and accounting, marketing, leadership and strategy, business analytics, data science, AI and emerging technologies.
- C. The Parties share the common interest of providing holistic learning and education opportunities for students to learn relevant skills and engage in project-based learning to enhance their future career prospects.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby actually acknowledged), the Parties hereby have entered into this present Agreement.

- 1) Responsibilities of 3AI and Miles 3AI and Miles hereby agrees to provide Study Materials and other support as detailed in Annexure A.
- 2) Responsibilities of Institutional Partner Miles Education will ensure payment of fee detailed in Annexure A.
- 3) The Parties undertake to keep confidential and not disclose the contents of this Agreement, as well as all information disclosed to or obtained by the Parties from each other pursuant to this Agreement, and other information or documents that may come into the possession of the Parties in connection with performance of their obligations under this Agreement.
- 4) Each of 3AI, Miles and Institutional Partner hereby grant to the other a limited, non-exclusive, non-transferable, non-assignable right to use the name and logo of the other party solely in connection with and for the purpose of the promotion of the relationship established by this Agreement and for the delivery and fulfillment of the 3AI Membership benefits. Any intellectual property rights and the names and logos remain the property of the respective Parties.
- 5) 3AI retains exclusive ownership of all rights, title and interest in and to all intellectual property including without limitation to 3AI programs and any other program material, slides, brochures, software, utilities, tools, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications that is owned, developed, or licensed by, and/or on behalf of, 3AI or its affiliates.

All Notice/stobe given under this Agreements hall be delivered either by (1) Registered Post, or (2) by Courier Service, and the contract of the contract ofor(3)by electronicmailto theapplicablePartyatthecontactdetailsindicatedbelow:

3AI:

Name: AI & Analytics

AssociationAttention: Mr. Sameer DhanrajaniDesignation: President

Address:4023, Sobha Jasmine Apartments, Sarjapur Outer Ring Road, Bellandur, Bengaluru

560103Email:president@3ai.in

Miles:

Name: Miles Education Private LimitedAttention: Mr. Michael WagnerDesignation: VicePresident

Address: 3rd Floor, A-3/6, IDA Kukatpally, Gandhinagar, Hyderabad

500037Email: michael.wagner@mileseducation.com

InstitutionalPartner:

Name: Netaji Subhas UniversityAttention: Mr.

Nagendra

SinghDesignation:Registrar

Address: NH 33 to RVSCET, Pokhari, near BhilaiPahadi, Jamshedpur, Jharkhand

831012Email:nagendra@nsuniv.ac.in

- 7) This Agreement is valid for a period of 5 years from the date of execution and is renewable for further additional periodsthrough awrittenAddendumdulysignedbyboththe partiesatthe timeofrenewal.
- 8) "Either Party may voluntarily terminate this Agreement without cause by providing written notice to the other Parties ofatleastninety(90)daysprior to the desired date of termination.
- This Agreement does not create an exclusive agreement between the Parties. Either Party will have the right torecommend similar collaborations and towork withother parties in the same or similar capacity.
- 10) This Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the Parties here to shall be subject to and be governed by the applicable laws of India, and any conflicts the reon shall be tried by the comparison of the property of the propetentcourtsofBengalurujurisdiction.

IN WITNESS WHEREOF, the Parties to this Agreement have hereunto subscribed their respective hands by itsauthorised signatorieson thedate firstabove mentioned, inpresence of the Witnesses.

For AI&AnalyticsAssociation

ForMilesEducation(P) Ltd.

ForInstitutionalPartner

Name:Mr. SameerDhanrajani **Designation: President**

Name: Mr.MichaelWagner Designation: VicePresident

Name: Mr. NagendraSingh Designation: Registrar

Witness1:

Dr. Ranjan Kr Mishra

Mr.Prasenjit Sharma

AnnexureA:CommercialTermsfor3AIMentoringProgram

The below stated terms and conditions have been expressly agreed by an observed and Institutional Partner:

Sl.	Items	Details
a)	3AIandMiles Offerings &Support(Sel ectMembersh ipModel)	3AIStudy Materials(PrintedBooks) 1Year3AI— Basemembership 3AIInternship • Virtualproject • CareerAssistance 4. 3AIimmersiveseries
b)	Price	StudyMaterials –INR6,000 Examination Services (for Project Work) – INR 9,000(inclusiveofall taxes)
c)	PaymentTerms	To be collected by Miles Education for: Study Materials—INR6,000 Examination Services (for Project Work) — INR 9,000(inclusiveofall taxes) Rs.3000/-would be reimbursed back to the Institutional partner by Miles Education.

For AI&AnalyticsAssociation

ForMilesEducation(P)Ltd.

ForInstitutionalPartner

Name:Mr. Sameer Dhanrajani Designation:President Name: Mr.Michael Wagner Designation: VicePresident Name: Mr. Nagendra Singh Designation: Registrar

Witness1:

Dr. Ranjan Kr Mishra

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Mr.Prasenjit Sharma