



NSHM College of Management & Technology (both affiliated to Maulana Abul Kalam Azad University of Technology) and are accredited by necessary regulatory authorities, of the SECOND PART.

WHEREAS, Allsoft Solutions have entered into discussions concerning Allsoft Solutions' provision of technology products and services for Hari Charan Garg Charitable Trust

NOW, THEREFORE, to ensure that the discussions and evaluations between parties regarding the potential business relationship that is sought do not create any confusion or misunderstandings, the following items represent points that require the parties' agreement and will facilitate these evaluations and discussions.

### 1. ROLES AND RESPONSIBILITIES

The proposed roles and responsibilities of the parties in connection with this proposed business relationship are described in Attachment 1.

### 2. TERMINATION

This MOA will be for a period of 5 (five) years unless extended or terminated earlier. This MOA can be extended upon written agreement of the parties. If at any time any party wishes to withdraw with the subject matter of this MOA, it may do so with or without cause by way of written notice of 30 (thirty) days mentioning of its intention to withdraw. All discussions proposals will be null and void if terminated. However, the termination will not affect the terms of agreement in respect of the students already enrolled.

### 3. CONFIDENTIAL INFORMATION

i. All Confidential Information of either Party shall be deemed to be confidential to such party and shall remain the exclusive property of such party during and after the Term of this Agreement. For the purpose of this agreement, "CONFIDENTIAL INFORMATION" shall mean all the non-public, confidential or proprietary technical or business information of a Party, including without information

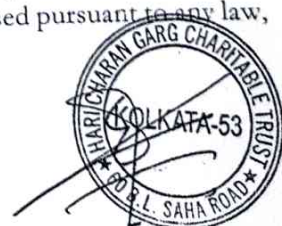
- (a) proposals, forms or concept notes;
- (b) financial statements and other financial information;
- (c) students present or prospective, faculty and staff information of each Party; and (d) the material terms of this agreement and the relationship between the parties;

provided, however, the save and except those that are set out herein above, all other information will be considered confidential only if it is conspicuously designed as "confidential," or if provided orally, identified at the time of disclosure as confidential, or is provided under circumstances in which the receiving part should reasonably understand that such information is confidential.

- ii. Each Party shall keep in strict secrecy and confidence all confidential Information of the other Party and shall not during the term of this Agreement or thereafter use the other Party's Confidential information for its own benefit or disclose or permit any of its employees or agent to disclose, through any medium the other Party's Confidential Information to any other person.
- iii. For the purpose of this Agreement, confidential Information shall not include information: (a) that is now or subsequently become publicly available without breach of this Agreement by the other Party; (b) that is available to a Party from other sources with any obligation of confidentiality to the other Party; (c) that is already in the party possession not subject to an obligation of confidentiality; (d) that is independently developed by a party without reference to other Party's Confidential Information; or (e) that is required to be disclosed pursuant to any law, rule or regulation or any order of a court or

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government agency. In the event of (c), with enough time to allow such Party to seek appropriate injunctive relief, and shall be limited to a specific request made in such law, rule or regulation or any order.

- iv. Both Parties hereby agree that they shall not use and/or incorporate any of the other Party's Confidential Information and/or any work created as an outcome of the provision of the services under this agreement (including any work -in -progress or prototypes thereof) in any services performed, work and /or product created by any third party.
- v. Upon termination or expiration of this agreement or upon request, each Party shall return all of the other Party's Confidential Information and certify in writing that it has returned all such information and has not kept copies thereof in any medium.

#### 4. LIMITATION OF LIABILITY

The parties agree that (i) the activities intended by this MOA will be successfully completed; (ii) the results achieved will be as anticipated; and (iii) these activities may not lead to any announced or generally available or limited offering. Any decision by any party to forego, or engage any other business opportunity, to alter or supplement any business plan of direction, or to make any investment in anticipation of the consummation of any transaction contemplated hereunder, is at the sole discretion of the party electing to do so, and will not create any actual or potential liability or any obligation for the other party, even if that party is aware of, or has been informed of, or has indicated approval of, any such action, decision, or election.

Except for a breach of Articles 3 or 5, for any claim in any way related to the subject matter of this MOA, the damaged party shall not be entitled to recover any actual and direct damages unless and until a definitive agreement has been signed. This will apply regardless of the form of action, whether in contract or in tort, including negligence. This limitation will not apply to claims for bodily injury or damage to real property or tangible personal property for which a party is legally liable. In no event will either party be liable for any lost profits, lost savings, incidental damages, or other economic consequential damages, even if advised of the possibility of such damages. In addition, neither party will be liable for any damages claimed by the other party based on any third-party claim.

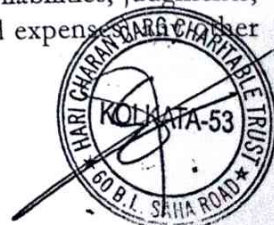
#### 5. CHANGE OF NOMENCLATURE

NSHM Knowledge Campus, Kolkata-Group of Institutions & NSHM College of Management & Technology, Kolkata including all its assets is in the process of getting subsumed by "Bhawanipur Global University" sponsored by The "Bhawanipur Gujarati Education Society" on obtaining all approvals from the statutory bodies. HCG Charitable Trust shall promptly notify NSHM in writing about the same. Upon such notification, the Parties agree to execute a written amendment or addendum to this Agreement, reflecting the updated name or nomenclature of HCG Charitable Trust. Such amendment shall be deemed an integral part of this Agreement and shall have the same effect as if originally incorporated herein. The Parties further agree to take any necessary actions, including but not limited to updating relevant documents, filings, and correspondence, to ensure that all references to the Party's name or nomenclature in this Agreement are consistent with the new legal name or nomenclature.

#### 6. INDEMNIFICATION

- i. Each Party shall, at its expenses, identify, defend and hold harmless the other Party and its respective officers, personnel, employees, representatives, agents, respective directors, and assign from and against any and all liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorney's fees and expenses) and other losses that may occur arising from or relating to:  
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a. breach, non-performance or inadequate performance by such party of any of its updating obligations or warranties under the agreement;

b. an infringement of such third-party rights (including contractual rights and intellectual property rights) by such Party in fulfilling or complying with its obligations under the Agreement; or

c. the acts, errors, misrepresentations, willful misconduct or negligence of such Party, its employees, subcontractors and agents in performance of its obligations under the Agreement.

Notwithstanding anything of the contrary contained herein, neither Party shall be liable under the Agreement of any loss, damage, costs, expenses or other claims for compensation arising as a direct or indirect result of breach or non-performance of the Agreement due to a Force Majeure Event.

ii. Neither party nor any of its affiliates nor its or their respective directors, officers, employees, agents or suppliers shall be liable to the other party or any third party for special, consequential, incidental, indirect, tort or cover damages, including, without limitations, damages resulting from or arising out of the Agreement, or loss of reputation, business or goodwill, whether or not such Party has been advised or is aware of the possibility of such damages.

## 7. GOVERNING LAW

This Memorandum of Agreement shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws provision.

## 8. INTELLECTUAL PROPERTY RIGHTS

Nothing contained in this MOA will be deemed to grant any ownership in, or license to, any patents, inventions, copyrights or trademarks of either party, whether made under this MOA or not. Each party will own any intellectual property created by it during the period of the MOA. In case a party wants to use the other party's intellectual property as created above for internal purposes, it would have to acquire appropriate licenses and rights from the other party, under a separate agreement. Each party will continue to own any pre-existing material contributed by it.

## 9. MISCELLANEOUS

i. Amendment and waiver: any provision of the Agreement may be amended or waived if, and only if such amendment or waiver is in the writing and signed, in the case of an amendment, by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

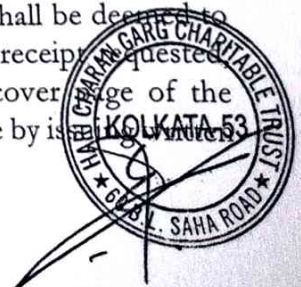
ii. Binding nature: The provision of the Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assign.

iii. Entire Agreement: The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement.

iv. Dispute Resolution: any dispute arising between the Parties in relation to this Agreement shall be resolved by a sole arbitrator through arbitration under the terms of the Arbitration and Conciliation Act, 1996 at Kolkata, West Bengal

v. Notice: Unless otherwise indicated, for the purpose of the Agreement, notice and all other communications provided for in the Agreement shall be in the writing and shall be deemed to have been duly given when delivered or mailed by registered mail, return receipt requested. For Allsoft Solutions & Services Pvt. Ltd. the respective addresses set forth on the cover page of the Agreement. Either Party may change the addresses for giving notice from time by time by issuing a written notice.

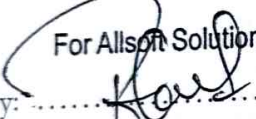
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- vi. instructions to the other Party of such change of address by certified mail, return receipt requested, postage prepaid, by courier, or email and shall be effective upon delivery. Notices may also be delivered to either Party by hand delivery and shall be effective on such delivery to that Party.
- vii. It is understood that this MOA does not purport to cover all aspects of this business relationship.
- viii. This MOA supersedes all prior proposals and discussions on this subject and is the complete and exclusive statement of the agreement between the parties. This MOA cannot be modified except by a written agreement signed by the authorized representative of each of the NSHM Knowledge Campus and Allsoft Solutions. Any reproduction of this MOA by reliable means will be considered an original of this document.
- ix. Each party will be responsible for its own expenses in connection with these discussions. Except as set forth herein, there are no restrictions on either party as a result of these discussions and either party is free to pursue a similar business relationship with others at any time.

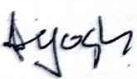
This Memorandum of Agreement sets forth the understanding of the parties as of

**Allsoft Solutions & Services Pvt Ltd**

For Allsoft Solutions & Services Pvt. Ltd.  
By:  .....

Name: Mr. Rohit Nanda Director

Title: Director

Witness:   
Ayush Chauhan


**Hari Charan Garg Charitable Trust**

By:  .....

Name: Mr. Cecil Antony

Title: Chief Mentor

Witness:

  
DR. CHIRANJIT



**Overview:**

NSHM shall roll out IBM programs made available through a privately deployed Learning Management System (LMS) with possible integration through SSO (Single Sign On) by IBM. These programs will primarily be offered by NSHM Business School (BBA and MBA) and may be extended to the Schools of Computer Applications and Engineering, etc. An addendum will be signed between Allsoft Solutions and NSHM to formalize this extension. The programs under this collaboration will be industry-relevant, up-to-date, and career-oriented—providing students with hands-on exposure, extensive industry knowledge, and other valuable benefits. Students will have access to IBM software for practical exercises, and an NSHM lab will be established. Allsoft Solutions will provide the necessary support, as detailed below, to enable NSHM (NSHM Knowledge Campus) to launch and conduct this initiative.

Such support may include, but is not limited to,

- Providing designated IBM courseware
- Participating in the Board of Studies (BoS)
- Assisting with student enrolment, and
- Offering academic support through subject matter experts
- Assessments & Evaluations
- Joint Certification

**Proposed Activities:**

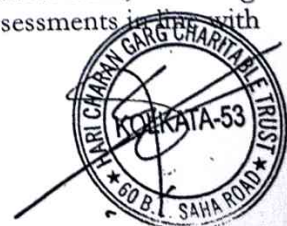
***Allsoft Solutions Responsibilities:***

- Content & Communication:
  - Periodically update the content and share the latest updates.
  - Nominate a relationship manager for NSHM to handle day-to-day activities.
- Course Delivery:
  - Share the session plan and instructor details with the institution.
  - Arrange access for students to IBM course materials.
  - Ensure the smooth conduct of classes.
- Student Support & Administration:
  - Maintain attendance records, evaluations, and project progress reports.
  - Provide additional classes on complex topics for students who require extra support.
  - Encourage outstanding performance by awarding prizes.
- Expert Deployment:
  - Manage the deployment of IBM certified faculty to conduct on-campus classes, and online classes when necessary, laboratory based sessions, projects, assignments, in accordance with the recommendations of BoS, including UGC, AICTE guidelines.
  - Conduct periodical seminars and workshops for NSHM students at IBM
- Additional Support:
  - Assist in project development.
  - Share the list of students with IBM for certificate issuance.
  - Ensure that students receive a learning path-based certificate from the IBM LMS, co-signed by IBM and NSHM.
- Admission & Placements
  - Conducting virtual sessions for prospective students
  - Supporting with requisite admission collaterals offline and online
  - Designating IBM experts for students counselling
  - Conducting complimentary virtual boot camps
  - Professional profile building for placements
  - Coordinate with companies for hiring and virtual screening
  - Holding sessions with Training & Placement Cell
- Orientation & Enrichment:
  - Support NSHM by conducting an orientation session with the admissions team, delivering courses as per the agreed curriculum, and conducting evaluations/assessments in line with institutional guidelines.

For Allsoft Solutions & Services Pvt. Ltd. an industry visit for students to the IBM office.

- Invoicing:
  - Raise invoices based on student headcounts.

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- Intellectual Property:  
Use or permit the other party or entity to use the name or logo of IBM (or any variation thereof) of the other party for all programs in which HCG Charitable Trust enters into a collaborative arrangement for their marketing and advertising communication, etc including their website.

**NSHM Responsibilities:**

- Governance & Coordination:
  - Appoint members and a Program Convener to the Joint Coordination Committee.
- Curriculum & Promotion:
  - Assist IBM in co-developing the program curriculum as required.
  - Promote the program through various channels, develop collateral, and market the initiative.
- Operational Support:
  - Assist Allsoft in organizing an orientation session with the admissions team, and provide class schedules and evaluation parameters as per the curriculum.
  - Provide a detailed session plan at least one month before the commencement of sessions.
- Student Administration:
  - Share details of students who apply and enroll in the program in the format prescribed by IBM.
  - Nominate faculty members for participation in the IBM orientation program.
- Infrastructure & Facilities:
  - Provide the necessary infrastructure and other support for running the courses in accordance with IBM's standard specifications, for IBM or its designated Business Partner resources.
  - In the case of a co-branded lab setup, provide a computer lab with a minimum of 60 computers, which can be designated with appropriate signage as provided by IBM.
  - All teaching batches will be in section sizes of 60 students
- Financial & Logistical Arrangements:
  - Confirm and process payments to Allsoft: 50% before the commencement of delivery and the remaining 50% at mid-delivery.
  - Arrange and bear the costs for AC accommodation and meals for deputed and visiting industry resources for classes and guest sessions (for outstation only).
  - Issue purchase orders (PO) and collect fees from students.


**Financial Terms:**

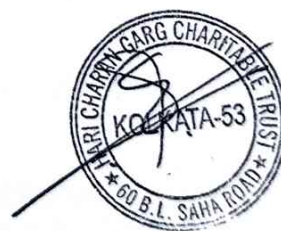
- Upon signing the MOA, an advance payment of Rs. 3,00,000/- will be made and adjusted against the student course fees per the MOA terms. Rs. 1.5 lakhs will be adjusted against the total payable amount for 2025 students in financial year 2025-2026, and the remaining Rs. 1.5 lakhs will be adjusted against the total payable amount for 2025 batch but in financial year 2026-2027 with all other terms remaining unchanged and in effect.

**Account Details:**

M/s Allsoft Solutions and Services Private  
Limited ICICI Bank, Sector 15, Chandigarh  
C/A 242905000176  
IFSC Code ICIC0002429

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## 1. BBA with Specialization in Business Analytics

Course Name	Term	Cost per Student	Delivery Duration	Delivery Type	Delivery By
Data Visualization using Python	Term 1	Rs. 7,500 (+18% tax = Rs. 8,850)	40 hours	Face-to-Face	Industry Designated Expert
Business Intelligence	Term 2	Rs. 7,500 (+18% tax = Rs. 8,850)	40 hours	Face-to-Face	Industry Designated Expert
Predictive Analytics	Term 3	Rs. 7,500 (+18% tax = Rs. 8,850)	40 hours	Face-to-Face	Industry Designated Expert

### Additional Notes:

- Students must complete all 3 courses to be considered "tech savvy" and eligible for Co-Signed Certificate.
- Actual batch sizes may vary.
- As a part of Offering in all courses students will get Certificate/ Digital Badges/ Certifications
- The deployed private portal (LMS) will be named with NSHM extension ID. The institution must issue official email IDs to students for enterprise software and program access.

## 2. MBA with Specialization in AI for Managers / Business Analytics for Managers

Course Name	Term	Cost per Student	Delivery Duration	Delivery Type	Delivery By
Data Visualization for Managers	Term 1	Rs. 7,500 (+18% tax = Rs. 8,850)	40 hours	Face-to-Face	Industry Designated Expert
Sector Analytics (HR & Marketing Analytics)	Term 1	Rs. 7,500 (+18% tax = Rs. 8,850)	40 hours	Face-to-Face	Industry Designated Expert
Artificial Intelligence Analyst	Term 3	Rs. 7,500 (+18% tax = Rs. 8,850)	40 hours	Face-to-Face	Industry Designated Expert

### Additional Notes:

- Students must complete all 3 courses to be considered "tech savvy" and eligible for Co-Signed Certificate
- Actual batch sizes may vary.
- As a part of Offering in all courses students will get Certificate/ Digital Badges/ Certifications
- The deployed private portal (LMS) will be named with NSHM extension ID. The institution must issue official email IDs to students for enterprise software and program access

For Allsoft Solutions & Services Pvt. Ltd.

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**Terms and Conditions: -**

1. **Student List Submission**
  - o The Institution will provide a list of students participating in the training for the academic session at least one week prior to the start date.
  - o The institution is responsible for any drop in student numbers.
2. **Initial Payment Release**
  - o Payment must be released within the first month of the start of classes.
3. **Proforma Invoice and Invoice Issuance**
  - o The payment bill will be issued on Proforma Invoice.
  - o The invoice will be raised by Allsoft Solutions and services private Limited after the receipt of the payment due to GST implications.
4. **Adjustments for Student Count Changes**
  - o If the number of students increases beyond the initial list provided by the Institution, billing will be done accordingly.
5. **Responsibility for Internship or Absentee Students**
  - o The institution will pay for students enrolled in the IBM program undergoing internships or not available for classes.
6. **Pricing Validity**
  - o The proposed pricing is applicable for students admitting in Academic Session 2025 and 2026 Only.
7. **Program Design and Delivery**
  - a. **Flexibility and Adaptability:**

Both parties agree to work collaboratively and remain mutually flexible to adjust service delivery so that the students receive maximum benefit.  
Flexibility may involve:

    - i. Adjusting the timetable for program delivery.
    - ii. Making necessary changes in nomenclature and content, including evaluations and assessments.
8. **Enrollment Targets**
  - a. **Primary Target:**

The Institution will endeavor to achieve a minimum enrollment of **240 students (MBA – 120 nos and BBA -120 nos)** for the academic session of 2025 with a minimum guarantee of combined **180 students** only for the first year only, i.e. 2025. NSHM to meet the minimum guarantee requirements, which must remain intact. In case student drop out in subsequent terms, there will be two options: a) A new student can join the program b) If the drop out do not affect the minimum guarantee, NSHM may choose not to pay the fee for those students who drop out in Term 2 or 3. However, the minimum guarantee must be maintained even if actual participation is lower.  
If the number of students reaches 400 in a given academic year, a fee of Rs. 7,000 plus applicable taxes per student per course will apply.
  - b. A copy of the joint certification to be annexed with the MOA

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 Director

