



TAMILNADU

L&T  
Ch-89.

30 JUL 2024

EF 4192204

**M. KAILASH CHAND**  
STAMP VENDOR - L.No. 11727/CMI  
Saidapet, Chennai-15. ☎: 9840173096

**AGREEMENT**

This Agreement is entered into at Chennai on 21<sup>st</sup> of August 2024.

Between

**Larsen & Toubro Limited**, a company organized and validly existing under the laws of India, having a registered office located at L&T House, Narotam 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

**B.S.Abdur Rahman Crescent Institute of Science & Technology** duly established in 1985 and having its Registered Office at Seethakathi Estate, GST Road, Vandalur, Chennai, 600 048 hereinafter referred to as "BSA Crescent Institute of Science and Technology" 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.

*N.M.P.*  
REGISTRAR  
B.S.Abdur Rahman  
**Crescent**  
Institute of Science & Technology  
Vandalur, Chennai-600 048.



L&TEduTech and **BSA Crescent Institute of Science and Technology** 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. L&T EduTech is a new 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 M. Tech students. Keeping the focus on employability, L&T has launched a series of "Advanced industry Integrated M.Tech. Computer Science and Engineering" under its product portfolio.
2. **BSA Crescent Institute of Science and Technology** is a leader in the field of Higher Education. It is has been classified as Category - I Institute under the Graded Autonomy regulations of MoE. It is known for its innovative programs, relevant curriculum and strong industry connect. The vision of **BSA Crescent Institute of Science and Technology** is to be "Globally admired by 2030.
3. LTIMindtree will be the Knowledge Partner for the proposed M. Tech. Computer Science and Engineering programs in this MoU. LTIMindtree Limited is an Indian multinational information technology services and consulting company based in Mumbai. A group company of Larsen & Toubro, the company was incorporated in 1996 and employs more than 82,000 people.
4. As a knowledge partner, LTIMindtree will design, develop and recommend the necessary curriculum and syllabi for the proposed M.Tech. Computer Science and Engineering Courses to **BSA Crescent Institute of Science and Technology** in the required niche domains. L & T EduTech will be the implementation partner for the proposed M.Tech. Computer Science and Engineering.
5. **BSA Crescent Institute of Science and Technology** has accepted L&T EduTech's proposal and agrees to jointly offer the proposed M. Tech. Computer Science and Engineering program to its students starting AY 2024-25.
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 will implement "Advanced Industry Integrated M. Tech. Computer Science and Engineering" ("M.Tech. Computer Science and Engineering"), which are in-tune with future requirements to deliver career & learning outcomes for students.
- 1.2. **BSA Crescent Institute of Science and Technology** agrees to cooperate and provide the solicited inputs, infrastructure support etc. to L&T EduTech for the implementation of the M. Tech. Computer Science and Engineering (as set out in Proposal).
- 1.3. **BSA Crescent Institute of Science and Technology** shall enrol students into the M. Tech. Computer Science and Engineering Program by L&T EduTech as per the agreed terms in this agreement and the mutually agreed terms thereafter.
- 1.4. L&T EduTech & **BSA Crescent Institute of Science and Technology** shall jointly deliver the programs as per Schedule A, Schedule B and as per the individual obligations as specified in Clause 3&4.
- 1.5. The Parties shall set up a committee consisting of 5 members from each Party, who shall monitor the progress under this Agreement on a periodic basis.
- 1.6. The M.Tech. Computer Science and Engineering will be offered only at locations agreed upon by **BSA Crescent Institute of Science and Technology** and L&T EduTech. The curriculum and syllabi are exclusive to this program and cannot be used

or modified for any other purposes, without L&T EduTech's consent. Any changes to programs or for any other purposes, without L&T EduTech's consent. Any changes to the curriculum and syllabus shall be jointly approved and signed off in writing by **BSA Crescent Institute of Science and Technology** and L&T EduTech before implementation.

1.7. The M.Tech. Computer Science and Engineering program offers students with project experience within an industry infrastructure during the second year of the course. Participants of the program will have the opportunity to engage in placement and internship opportunities across various L&T Group Companies and other participating industries.

1.8. **BSA Crescent Institute of Science and Technology** and L&T EduTech shall provide joint program certification upon completion to eligible students. However, the formal degree certificate will be provided by the Institute.

## 2. Programs Offered

2.1. Below are the programs proposed by L&T EduTech to offer as joint M.E/M.Tech programs in Chennai campus based on the course availability, and as per sanctioned intake at the time of announcing admission every year.

2.1.1. M. Tech. Computer Science and Engineering

2.2. From the clause 2.1 the Institute and L&T EduTech shall mutually select all the programs to be offered.

2.3. Details of the Programs are provided in the proposal and delivery model of the programs will be done as per "Schedule A".

## 3. Obligations of BSA Crescent Institute of Science and Technology

BSA Crescent Institute of Science and Technology hereby agrees to:

3.1. Perform all obligation herein, in a timely manner and in accordance with the terms of applicable laws and the terms of this Agreement.

3.2. Secure program affiliation and approve the curriculum in collaboration with L&T EduTech, ensuring compliance with academic standards.

3.3. Conduct student enrolments adhering to jointly established and mutually agreed upon criteria and standards for admission.

3.4. Provide necessary campus infrastructure, including but not limited to classrooms and laboratories, required for the effective delivery of the program during the first academic year.

3.5. Allocate adequately qualified faculty members for the delivery of the program, and other related administrative activities.

3.6. The allocated faculty members from the Institute to handle around 60% of the total number of subjects in the first year of the M.Tech. Computer Science and Engineering program.

3.7. Administer examinations in accordance with the mutually agreed academic schedule and award degree certificates to students who successfully complete the M.Tech. Computer Science and Engineering program requirements.

3.8. Undertake all regular academic activities in strict adherence to existing academic norms and mutually agreed standards.

3.9. Promote the M.Tech. Computer Science and Engineering to students and to the general public as "M.Tech. (CSE), Knowledge Partner: LTI Mindtree, Implementation Partner: L&T EduTech". If any advertisements are released by the BSA Crescent Institute of Science and Technology with relevance to the M.Tech. Computer Science and Engineering as offered by L&T EduTech, it should be approved by L&T EduTech prior to the release and the cost of such advertisement will be borne by the BSA Crescent Institute of Science and Technology. BSA Crescent Institute of Science and Technology will promote the M.Tech. Computer Science and Engineering according to L&T EduTech brand guidelines in Classroom

  
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B.S. Abdur Rahman

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- 3.10. Enroll students within respective programs as per the mutually agreed eligibility criteria and intake count. The list of students enrolled should be shared with L&T EduTech.
- 3.11. Provide a point of contact for all administrative and support function to ensure smooth implementation of the programs.
- 3.12. Conduct every quarter periodic review to ensure on track implementation and sharing feedback with L&T EduTech to initiate necessary actions.
- 3.13. Ensure the timely payment of invoices as mentioned in the clause 5.

#### 4. Obligations of L&T EduTech

L&T EduTech hereby agrees to:

- 4.1. Deliver the entire second year of the M.Tech. Computer Science and Engineering program in nearest L&T company locations to the Institute.
- 4.2. With knowledge partnership of LTIMindtree, provide expertise and resources for design and development of the curriculum and creation of program which are customized as per industrial requirement. L&T EduTech shall also ensure timely upgradation of the curriculum in consultation with LTIMindtree to stay relevant as per the industry standards and requirements.
- 4.3. Organize Faculty Development Programs for the nominated faculty members of BSA Crescent Institute of Science and Technology to teach technical and soft skill subjects of the proposed M.Tech. Computer Science and Engineering.
- 4.4. Provide SMEs and practitioners to deliver in the entire second year of the M.Tech. Computer Science and Engineering.
- 4.5. Provide necessary infrastructure support for students during the second year, aligning with the practical and technological requirements of the curriculum.
- 4.6. Provide students with the access to industry for assignments, projects, and resources throughout the course of the program.
- 4.7. Facilitate simulation and virtual coding laboratories BSA Crescent Institute of Science and Technology for the purposes of training and assessment of the M.Tech. Computer Science and Engineering program (as indicated in Proposal) only.
- 4.8. Offer employment opportunities to selected students based on merit and organizational requirements in L&T group companies and other LTE partners.
- 4.9. Nominate SMEs from L&T to represent as member in Institute BOS and academic councils. **BSA Crescent Institute of Science and Technology** shall not pay the Council member sitting fee but shall take care of the travel and accommodation.
- 4.10. Provide Industry practitioners and SMEs to handle up to 40% of subjects during the first year of the programs. **BSA Crescent Institute of Science and Technology** shall take care of the stay and food. Other expenses will be taken care by L&T EduTech.
- 4.11. Conduct assessments for the programs and issue certificate on successful completion.
- 4.12. Provide a point of contact for all administrative and support function, inclusive of technical support, to all enrolled students of **BSA Crescent Institute of Science and Technology** regarding the programs.

#### 5. Payment Terms

- 5.1. The payment terms are applicable for the first batch student batch of Academic year 2024-26.
- 5.2. The student fee for L&T EduTech provided herein shall be valid for the first batch of the programs and it will be renewed based upon mutual written agreement of the Parties subsequently.
- 5.3. BSA Crescent Institute of Science and Technology shall pay L&T EduTech a total student Fee of Rs. 2 Lakhs for each student admitted into the proposed M. Tech. Computer Science and Engineering. On admission BSA Crescent Institute of Science and Technology shall pay L&T EduTech Rs. 1 lakh ("1st year payment") for the first year of the course. Fees will be on the basis of students admitted for this program.

- 5.4. Before commencement of second year, BSA Crescent Institute of Science and Technology shall pay to L&T EduTech Rs. 1 lakh ("2nd year payment") for the second year per student.
- 5.5. BSA Crescent Institute of Science and Technology shall be permitted to advertise about the program (subject to the terms of this Agreement) and begin enrolment of students for these programs. The first year payment must be released by BSA Crescent Institute of Science and Technology to L&T EduTech before the commencement of 1<sup>st</sup> year.
- 5.6. The second year payment must be released by BSA Crescent Institute of Science and Technology to L&T EduTech before the commencement of 2<sup>nd</sup> year classes.
- 5.7. This engagement is envisaged to continue a year-on-year basis. The Payment(s) contemplated herein and elsewhere regarding this Agreement, unless otherwise stated, shall be made within 30 days of the Invoice.
- 5.8. The fee structure for new batches will be reviewed and revised annually in writing through mutual discussions between BSA Crescent Institute of Science and Technology and L&T EduTech.
- 5.9. The Program fee is exclusive of applicable taxes payable @18% GST to the government at time of signing of agreement. The same shall be payable by the BSA Crescent Institute of Science and Technology as per the statutory norms and at the rates prevailing from time to time as envisaged by statute.

#### **6. Representation and Warranties**

- 6.1. The Parties hereby represent and warrant to each other that:
  - 6.1.1. Entering and performing 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.
  - 6.1.2. It is duly organised and validly existing entity, and it has the power and authority to enter and perform this Agreement and the signatory to this Agreement is duly authorised by it.

#### **7. L&T Logo usage and Co-branding**

- 7.1. Promote the M.Tech. Computer Science and Engineering to students and to the general public as "M.Tech (CSE), Knowledge Partner: LTIMindtree, Implementation Partner: L&T EduTech".
- 7.2. BSA Crescent Institute of Science and Technology will be provided with brand guidelines, to be used in relation to the M.Tech. Computer Science and Engineering by L&T EduTech for its marketing campaign and student acquisition programs.
- 7.3. BSA Crescent Institute of Science and Technology may utilize L&T EduTech's logo and brand materials (collectively referred to as the "Brand Material") as per the mutually agreed guidelines.
- 7.4. L&T EduTech may utilize BSA Crescent Institute of Science and Technology's logo and brand materials (collectively referred to as the "Brand Material") as per the mutually agreed guidelines.)
- 7.5. L&T EduTech reserves the right to revoke the consent granted to BSA Crescent Institute of Science and Technology to use its Brand Material at any time during the term of this Agreement. Upon such revocation BSA Crescent Institute of Science and Technology shall cease using L&T EduTech's Brand Material with immediate effect.
- 7.6. 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.

#### **8. Term and Termination**

- 8.1. This Agreement shall be with effect from the date of signing hereto and shall remain valid for a period of **Four years** unless terminated.

- 8.2. This Agreement may be terminated by either of the parties by giving three months written notice to the other Party. However, in case of termination of the agreement post commencement of delivery, taking in the consideration of student's life cycle the delivery of the programs should be completed till the end of the academic year by both parties.
- 8.3. 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/force majeure.
- 8.4. In the event of any termination, the **BSA Crescent Institute of Science and Technology** shall cease offering the M.Tech. Computer Science and Engineering to any new Students or joiners. However, the ongoing M.Tech. Computer Science and Engineering 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 **BSA Crescent Institute of Science and Technology** prior to termination of this Agreement for availing the programs shall not be refunded under any circumstances.
- 8.5. It is hereby agreed by the parties that post termination of this agreement for any reason, **BSA Crescent Institute of Science and Technology** shall cease to use the agreed M.Tech. Computer Science and Engineering contents in any of the programs **BSA Crescent Institute of Science and Technology** offers to the student. The programs will continue if **BSA Crescent Institute of Science and Technology** terminates the agreement and will not conduct programs having L&T EduTech title.

## 9. Confidentiality

- 9.1. 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.
- 9.2. 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.
- 9.3. 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 / BSA Crescent Institute of Science and Technology) or other information of the disclosing party. All the information related to the Knowledge Partner shall also be considered as Confidential Information and both the parties shall have the duty to maintain the confidentiality of the information of the Knowledge Partner in the same manner as for the information of both the parties.
- 9.4. 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.
- 9.5. Nothing in the above clause prevents a Party from disclosing any Confidential Information:
- 9.5.1. 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);
- 9.5.2. if required by law, or regulatory authority;

  
REGISTRAR

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9.5.3. to obtain any Regulatory or corporate approval, consent or authorization to enter into the transaction;

9.5.4. 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.

#### **10. Intellectual Property Rights**

10.1. Intellectual Property Rights: any and all Intellectual Property Rights (hereinafter referred to as IPR) subsisting in the programs (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).

10.2. **BSA Crescent Institute of Science and Technology** agrees that all products/ such other things provided under this Agreement including the course material & content developed by L&T EduTech, shall belong exclusively to L&T EduTech and no rights thereto shall accrue in any manner to **BSA Crescent Institute of Science and Technology**.

10.3. Under this Agreement, **BSA Crescent Institute of Science and Technology** and L&T EduTech may jointly develop any product, process, methodology, patent, or any other intellectual property (IPR). Both parties shall be entitled to use the IPR developed during the currency of this Agreement, and all rights over the Programs to be delivered under this Agreement shall be jointly owned by **BSA Crescent Institute of Science and Technology** and L&T EduTech. Neither party shall claim exclusive rights over the IPR merely by working on it or being instrumental in its development.

10.4. **BSA Crescent Institute of Science and Technology** 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/programs it receives from L&T EduTech and will not attempt to recreate, update, modify, create derivative works, delete, destroy or deface the programs or Intellectual Property (or any part thereof) in any manner whatsoever. In no case shall **BSA Crescent Institute of Science and Technology** or anybody connected to **BSA Crescent Institute of Science and Technology** 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.

10.5. **BSA Crescent Institute of Science and Technology** and L&T EduTech hereby fully confirm and commit that they shall take all necessary precautions, measures, and steps to fully protect the Confidential Information of the other party from any unauthorized disclosure, misuse, or infringement in any manner.

10.6. Upon any termination of this Agreement or upon breach by either **BSA Crescent Institute of Science and Technology** or L&T EduTech of any of the terms of this Agreement, the breaching party shall cease using the other party's IPR and the programs forthwith.

  
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B.S. Abdur Rahman  
**Crescent**  
Institute of Science & Technology  
Vandalur, Chennai-600 048



## 11. Indemnity

- 11.1. 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, direct 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.
- 11.2. In no event shall the maximum liability of L&T EduTech under this Agreement exceed the amount of fees paid/payable by BSA Crescent Institute of Science and Technology for a period of three months immediately preceding the date of the claim.
- 11.3. Neither Party shall be liable for any indirect, consequential, incidental losses or damages under this Agreement.

## 12. Notices

- 12.1. 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: r.sanjai@lntec.com

In the case of BSA Crescent Institute of Science and Technology:

Seethakathi Estate, GST Road,  
Vandalur, Chennai, 600 048.  
E-Mail ID: hodese@cresecent.education.

## 13. Non-Solicit

- 13.1. During the term of this agreement and for a period of thirty-six (36) months thereafter, neither BSA Crescent Institute of Science and Technology nor L&T EduTech shall directly or indirectly, knowingly recruit, hire, engage, or solicit for employment any technical or professional employee of the other party, its Affiliates, Knowledge Partner, sub-contractors, vendors, etc., unless otherwise agreed to in writing by the Parties.

## 14. Exclusivity/ Disclosure:

- 14.1. The L&T EduTech hereby agrees and acknowledges that BSA Crescent Institute of Science and Technology has executed similar agreements with third party program providers. Similarly, the BSA Crescent Institute of Science and Technology hereby agrees and acknowledges that L&T EduTech shall be free to enter into similar agreements with third parties in respect of its M.Tech. Computer Science and Engineering. BSA Crescent Institute of Science and Technology hereby agrees and states that it shall not share/disclose/use the program materials or any information pertaining to the program or otherwise made available to it by L&T EduTech with such third-party program providers under any circumstances in any manner. It is hereby agreed between the Parties hereto that any such act on the part of BSA Crescent Institute of Science and Technology gives L&T EduTech the right to terminate this Agreement.

*N.M.P.*  
REGISTRAR

B.S. Abdur Rahman

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Vandalur, Chennai-600 048





**15. Entire Agreement:**

15.1. 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 BSA Crescent Institute of Science and Technology to L&T EduTech.

**16. Assignment Rights**

16.1. BSA Crescent Institute of Science and Technology 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:**

17.1. 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**

18.1. 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:**

19.1. 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:**

20.1. 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**

21.1. 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**

22.1. 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**

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

**24. Arbitration**

24.1. 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 or 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.

24.2. 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 Chennai, India.

**25. FORCE MAJEURE**

25.1. The Parties shall be excused from delays in performing or from failing to perform its obligations under this Agreement or the indentures pursuant thereto 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.

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

**For BSA Crescent Institute of Science and Technology**

*N. NP*  
**REGISTRAR**  
B.S. Abdur Rahman  
**Crescent**  
Institute of Science & Technology  
Vandalur, Chennai-600 048  
**Registrar**  
**BSA Crescent Institute of Science and Technology**

Witnesses:

1. *[Signature]*

2. *[Signature]*  
**Dr. SIVAKESAVAN**  
*Director - CDE&TR.*

**For L&T EduTech**

*R. S. J.*  
**Sanjai Ranganathan**  
**Chief Executive**  
**L&T EduTech**



Witnesses:

1. *[Signature]*

2. *[Signature]*

## Schedule A

### 1. Admission Model

- 1.1. The admission criteria for the program shall be jointed defined by L&T EduTech and BSA Crescent Institute of Science and Technology considering the fresher Industry recruitment parameters.
- 1.2. The Institute shall conduct its own admission Test and use the same marks for students to choose the Proposed joint M.Tech. Computer Science and Engineering program. However, the Industry campus hiring criteria should be considered as a filter for students selecting the program during the counselling/Admissions.
- 1.3. The admission criteria for students of this proposed M.Tech. Computer Science and Engineering program includes;
  - 1.3.1. Must have Full time UG from circuit branches (CS, IT, ECE, EEE) with sound technical knowledge.
  - 1.3.2. Must have 60% & above or equivalent CGPA in 10th, 12th/Diploma & Graduation
  - 1.3.3. Must have cleared 10th, 12th and UG examinations in 1st attempt.
  - 1.3.4. No re-attempts/ATKTs/backlogs/arrears allowed in the final semester of UG.

### 2. Delivery Model

The First year of the program will be delivered to students at the Institute campus and the second year of the program will be delivered at L&T Campuses.

#### 2.1. First year at Institute

- 2.1.1. L&T SMEs will train the Institute faculty on the technical subjects through the TTT (Train the Trainer) model, thereby enabling the Institute faculty to deliver around 60% of total subjects.
- 2.1.2. Soft skills and lab subjects will be trained by L&T experts and the same will be delivered by the Institute faculty to the students.
- 2.1.3. SME's of L&T will handle up to 2 technical subjects in every semester.
- 2.1.4. Institute shall provide guest house facilities for SME's & practitioners (L&T group /Other LTE Partners) wherever necessary and required.
- 2.1.5. Institute shall take care of all academic documents (theory and lab manuals) and other aspects to run the program including providing classrooms, lab infra, hardware and software requirements.

#### 2.2. Second Year at Corporate

- 2.2.1. The entire second year of the program will be conducted in nearest L&T group / LTE partner company's locations.
- 2.2.2. The program will be conducted for full time basis- The students should take care of their boarding and lodging on their own.
- 2.2.3. The second year will be dedicated to industry-oriented training and hands – on project experience.
- 2.2.4. All SMEs and practitioners from L&T group / LTE partner companies shall manage the program.
- 2.2.5. The students will be given with additional online learning access through L&T EduTech Platform wherever applicable.

### 3. Training Framework

- 3.1. All M.Tech. Computer Science and Engineering program are developed to provide a holistic development of students for niche roles in the IT Industry. Every program blend with strong foundational skills, role-based skills, simulations, projects, lab exercises and assessments along with continues behavioural skills training.

### 4. Assessment Framework

- 4.1. Both continuous and final assessment model for the program shall be jointly decided by Institute and L&T group / other LTE partners to ensure better and teaching process.

## 5. Training, Project experience and Placement Opportunities

- 5.1. Training & Project experience shall be offered for all M. Tech students through the model of students being at L&T group/LTE Partner companies in the entire 2nd year of the program.
- 5.2. All the eligible students will be put through the recruitment process during end of the first year of the program.
- 5.3. Based on the demand and the performance, the eligible and interested students will be targeted for the placement opportunities by L&T group companies as day-1 companies and the remaining interested students will be guided with opportunities in other LTE partner's companies.
- 5.4. In Year-2, Shortlisted Students must perform well, and their performance will be reviewed by SMEs/ practitioners of L&T group/LTE Partner companies. In case of any discrepancy in their performance, a joint call will be taken on offer and then it will be communicated to respective students.

*N.M.P.2*  
REGISTRAR  
B.S. Abdur Rahman  
**Crescent**  
Institute of Science & Technology  
Vandalur, Chennai-600 048



Schedule B

1. Program offered for the AY 2024-26 M.Tech Batch. The number shall be finalized based on the number of admission.

S. no	Programs	Campus	Number of Students
1	M.Tech. Computer Science and Engineering	Chennai	40

