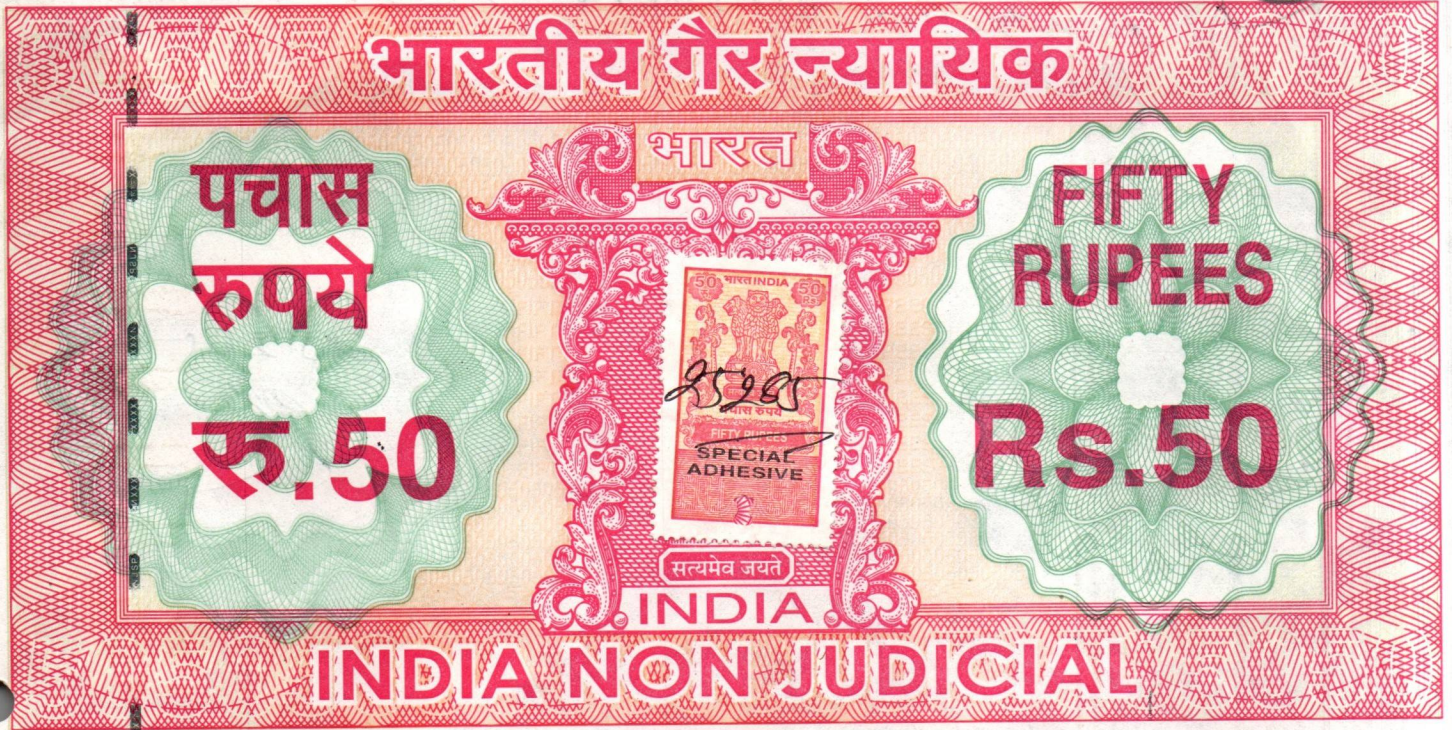


50/50 70

130



हरियाणा HARYANA

F 897389

SERVICE AGREEMENT

This service agreement is made and executed on this 8th Day of June, 2023 at Gurugram,
(Haryana, India)



BETWEEN

M/S NIRMAL INTEGRATED CONSULTANCY PRIVATE LIMITED, having registered office at, Delhi 110031, India (CIN: U74999DL2021PTC391752), through its authorized signatory Ms. Deepa Jain (DIN: 09449363) (Team-NIC)

AND

'K.R. MANGALAM UNIVERSITY' (AISHE CODE: U-0700) (hereinafter referred to as the University), a University established under the 'Haryana Private Universities Act 2006' amended 08 of 2013 having right of conferring or granting degrees, specified by the University Grants Commission under section 2(f) of UGC Act, 1956, with its campus located at Sohna Road, Gurgaon 122103, represented through its Registrar, Gp. Capt. P. Mahajan duly authorized to enter into and sign contracts on behalf of the University.

Director

Nirmal Integrated Consultancy Pvt. Ltd.
CIN:U74999DL2021PTC391752 | TAN:DELN239290
PAN:AAHCN9977B | GSTIN:06AAHCN9977B1Z4

Registrar
K.R. Mangalam University
Sohna Road, Gurgaon
Haryana - 122103



Nirmal Integrated Consultancy

A Private Limited Company with Registered Office at New Delhi
Corporate Office at Gurugram (Haryana)
Information Centres: Yamuna Expressway, Greater Noida (U.P.),
Tronica City (U.P.), Coimbatore (Tamil Nadu), Thiruvananthapuram (Kerela)
Overseas Offices: Australia, Nigeria, Tanzania, United States
CIN: U74999DL2021PTC391752 | TAN: DELN23929D
PAN: AAHCN9977B | GSTIN: 06AAHCN9977B124
www.team-nic.com | contact@team-nic.com

SERVICE AGREEMENT

This service agreement is made and executed on this 8th Day of June 2023, at
K.R. Mangalam University, Sohna Road, Gurugram (Haryana), India

BETWEEN

M/S NIRMAL INTEGRATED CONSULTANCY PRIVATE LIMITED, having registered office at, Delhi 110031, India
(CIN: U74999DL2021PTC391752), through its authorized signatory Ms. Deepa Jain (DIN: 09449363)

(Team-NIC)

AND

K.R. Mangalam University

Sohna Road, Gurugram,
Haryana 122103 INDIA



AISHE CODE: U-0700, through its authorized signatory G.P. Capt. Praveen Mahajan,
Registrar, K.R. Mangalam University, Gurugram (Haryana)

(CLIENT)

FOR

Project Objective

Appraising and facilitating the CLIENT for overall improvement in its Academic, Administrative, and Research Processes as per the expectations of NAAC Process for better score and rating in Council Assessment.

Under this agreement, both of the above mentioned parties agree as follows:

- Whereas this is an interest of the CLIENT to get appraised by NAAC for its recognition with satisfactory scores,
And
- Whereas Nirmal Integrated Consultancy Private Limited (Team-NIC) has been providing facilitation and consulting services for Assessment and Auditing Processes,
And
- Whereas in the favour of betterment of Educational Services in the service regions of the client, with the common objectives,
- The two parties agree to get engaged in this service agreement with the above mentioned project objective(s) and further detailed scope, workflow, and terms.



Director
Deepa Jain
Nirmal Integrated Consultancy Pvt. Ltd.
for NIRMAL INTEGRATED CONSULTANCY
PAN: AAHCN9977B | GSTIN: 06AAHCN9977B124

Mahajan
for CLIENT

Registrar

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Since 2001
K.R. Mangalam University
Sohna Road, Gurgaon
Haryana - 122103



Project Scope

- The scope covers single institution named as K.R. Mangalam University, Sohna Road, Gurugram, Haryana 122103 INDIA (AISHE Code U-0700) having **up to 100 programs** (please ask for different proposal/quotation if the HEI offers less than 50 or more than 100 programs)
- Project Term-End Milestone:** Declaration of NAAC Grade after first PRT Visit after project inception.

Workflow and Timelines

Phase	Activity	Description & Deliverables	Estimated Timelines
I – A	Initial Knowledge Gathering	Initial team of 2-3 Surveyors shall collect information required to understand the details of the scope and set the direction of the project. The objective of this phase would be to capture required inputs for initial assessment and appraising the assessment team with off-line inputs to ensure optimal utilization of efforts and time.	08 – 10 WEEKS
I – B	Initial Assessment on Selected process Guidelines	Expert team of 3-5 Auditors shall conduct the detailed audit as per scoped Process Guidelines. Recommended Checklist and Scoring Mechanism shall be used for assessing the client processes and identification of gaps. A detailed gap report with assessment score would be the outcome of this phase.	08 – 10 WEEKS
I – C	Gap detailing and remedial analysis for process	The gaps identified and reported in above step would be discussed among the project leaders from Team-NIC and Departmental heads from client side. Probable solutions to the gaps shall be suggested and if required by the client, separate project proposals shall be appropriately submitted for filling the gaps.	04 – 06 WEEKS
II	Remedial Facilitation for filling identified gaps	Based on agreed terms, facilitation service shall be prescribed and reviewed for filling the gaps to improve the compliance score as per selected Process expectations. Services can be purchased separately and independently as per need and as per applicable costs and separately agreed terms. (*Timelines are dependent on severity and complexity of Gaps identified as outcome of Phase-1)	20 – 30 WEEKS
III	SSR, Documentation and Application Process Facilitation and Support	Creating Self Study Report (SSR), and supporting Documents of Application, and facilitating the client for application process till NAAC Team Visit for final assessment. Finally Approved Schedule of NAAC Team Visit shall be the outcome of this phase.	08 – 10 WEEKS

Cost Estimation

Phase-wise Costs

Phase	Activity	Estimated Efforts (Man-days)	Estimated Cost (INR)
I – A	Initial Knowledge Gathering	10 – 15	1,99,000
I – B	Initial Assessment on NAAC Guidelines (Against established Benchmark)	10 – 15	1,99,000
I – C	Gap detailing and remedial analysis for NAAC Process	15 – 20	2,79,000
II	Remedial Facilitation for filling identified gaps (06 months)	150 – 200	13,99,000
		Depending on severity and nature of gaps, separate estimation may be submitted.	
III – A	Data Reconsolidation and Gap Reassessment	35 – 50	6,80,000
III – B	SSR, Documentation and Application Process Facilitation and Support	40 – 60	7,99,000

TOTAL = 35,55,000 (Thirty Five Lakh Fifty Five Thousand Only)

Remedial Facilitation for filling identified gaps would be charged additional if phase is extended for more than 06-months.



For NIRMAL INTEGRATED CONSULTANCY

[Signature]
Director

Nirmal Integrated Consultancy Pvt. Ltd.
CIN:U74999DL2021PTC315211
PAN:AAHCN99778 | GSTIN:06AAHCN99778124

For CLIENT

[Signature]



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Registrar
K.R. Mangalam University
Sohna Road, Gurgaon
Haryana - 122103

Special Packages

(Select Any One Only)

☐ GENESIS SERVICE PACK (20% OFF)

COST 05,41,000 INR (Five Lakh Forty One Thousand Only)
Taxes additional as applicable

This package includes following for one HEI:

- Expert Visit to HEI campus and Genesis Review on all NAAC criteria
- Genesis level gap-identification facilitation and review/planning support about remedial actions (once for one entity)
- 01 institutional award nomination support
- Genesis Gap Summary Report

☐ BETA SERVICE PACK (25% OFF)

COST 15,57,000 INR (Fifteen Lakh Fifty Seven Thousand Only)
Taxes additional as applicable

This package includes following for one HEI:

- All from Genesis Pack
- Detailed Review on all NAAC criteria
- Detailed Gap identification and remedial suggestions
- 01 Research Collaboration MOU consultancy
- 01 Institutional Award Nomination Support
- 01 Workshop/FDP/Other Activity for Student/Faculty
- 02 Research Articles Publication Support

☐ ALPHA SERVICE PACK (30% OFF)

COST 24,90,000 INR (Twenty Four Lakh Ninety Thousand Only), Taxes additional as applicable

This 'Inclusive-All-Consultancy' Package includes following Facilitation Support for one HEI:

- GAP IDENTIFICATION (Phase I – A, Phase I – B, and Phase I – C)
- REMEDIAL SUGGESTIONS (Phase II)
- SSR & Documentation preparation and Application Process Facilitation Support (Phase III)
- Support in response to queries related to IIQA and DVV
- Specialized Services:
 - 01 Research Collaboration MoU Consultancy
 - 01 Institutional Award Nomination
 - 02 Faculty (Individual) Awards Nomination
 - 01 Workshop/FDP/Other Activity for Student/Faculty
 - 05 Research Articles Publication Support

Payment Terms

- **GENESIS SERVICE PACK:** 100% Advance payment
- **BETA SERVICE PACK**
 - 50% (₹ 7,78,500 + Taxes) advance
 - 40% (₹ 6,22,800 + Taxes) on readiness of Gap Assessment Report / (OR 03 Months whichever is earlier)
 - 10% (₹ 1,55,700 + Taxes) on readiness of Delivery of all freebies / (OR 06 Months whichever is earlier)
- **ALPHA SERVICE PACK**
 - 30% (₹ 7,47,000 + Taxes) advance at project Kick-Off
 - 20% (₹ 4,98,000 + Taxes) on initiation of remedial facilitation for filling identified gaps / (OR 03 Months whichever is earlier)
 - 20% (₹ 4,98,000 + Taxes) on submission of IIQA / (OR 06 Months whichever is earlier)
 - 20% (₹ 4,98,000 + Taxes) on submission of SSR / (OR 08 Months whichever is earlier)
 - 10% (₹ 2,49,000 + Taxes) on 10 days before scheduled date of PRT visit / (OR 10 Months whichever is earlier)
 - 10% (₹ 2,49,000 + Taxes) Success Incentive on confirmation of NAAC-CGPA of 3.0+/4.0

In case the delivery-milestones (Submission of Gap reports, IIQA and SSR) are delayed due to the reasons attributed to CLIENT, the payments shall be payable based on timeline-Milestones (03/06/09/12 months etc.).

For NIRMAL INTEGRATED CONSULTANCY

For CLIENT



Director
Director

Mahajan

Nirmal Integrated Consultancy Pvt. Ltd.
CIN:U74999DL2021PTC091735 TAN:TEL233245
PAN:AAHCN9977B | GSTIN:06AAHCN9977B1Z4

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Registrar
K.R. Mangalam University
Sohna Road, Gurgaon
Haryana - 122103



MOST IMPORTANT TERMS (MIT)

Taxes additional as applicable for any payments

All payments are acceptable in official account ONLY:

- A/C Name: NIRMAL INTEGRATED CONSULTANCY PRIVATE LIMITED
- A/C Number: 102405003067
- A/C Type: CURRENT ACCOUNT
- Bank Name: ICICI BANK LIMITED
- IFSC Code: ICIC0001024

- Any TDS must be credited against PAN: AAHCN9977B
- Taxes shall be billed additional as applicable on any services.
- OPE (Other Project Expenses) like travels, accommodations, and meals in regions other than registered office(s) of Team-NIC or as per any specific requirement of the CLIENT, stationary, additional systems or facilities or services etc., required for the project will be charged as 'OPE Charges'.
- 12% Management Charges would be applicable on OPE. Estimated Advance and balance within 15 days of submission bills needs to be paid by CLIENT.
- Interest of 2% per month applicable for payments delayed more than 30 days from invoicing.

Costs for Additional Services

Following special costs has been offered to the CLIENT for the additional services

ONLY IF AVAILED by CLIENT:

- | | |
|---|-----------------------------|
| • Annual Compliance Management Support | : 8,99,900 INR |
| • FDP/Workshop on NAAC/NIRF Assessment | : 1,99,900 INR |
| • ACTIVITY/EVENT REPORTS Writing Support | : 1,99,900 INR |
| • NASAS Software | : 2,99,900 INR |
| • Green Audit (Remote) | : 29,900 INR |
| • Annual Website Management | : 95,900 INR |
| • Branded Research Journal Publication Support | : 95,900 INR |
| • Additional Collaboration Consultancy | : 79,900 INR |
| • Special Event/eFDP | : 59,900 INR |
| • Special Training/eWorkshop | : 59,900 INR |
| • Research Article Writing Support | : 1,99,900 INR /50 Articles |
| • Research Article Publication Support (Google Scholar Indexed) | : 1,99,900 INR /50 Articles |
| • Research Article Publication Support (Mendeley/ORCID Indexed) | : 2,99,900 INR /50 Articles |
| • Research Article Publication Support (EBSCO/CABI/Equivalent) | : 3,99,900 INR /50 Articles |
| • Research Article Publication Support (UGC/Scopus/WoS Indexed) | : As per availability |



Above service are NOT included in any packages offered in this agreement. Above services are OPTIONAL in nature and are for indicative information purpose only. Client can choose to purchase these services from Team-NIC or from any external vendor on its own freedom and suitability. There is no obligation on client or Team-NIC to purchase or deliver these services under this agreement.

Above services, being served with involvement of third parties, would be provided based on availability at the time of request from customer or project-delivery and may change in specifications and costs based on conditions at that time.

For NIRMAL INTEGRATED CONSULTANCY



[Signature]
Director

For CLIENT

[Signature]



Nirmal Integrated Consultancy Pvt. Ltd.
CIN:U74999DL2021PTC391752 | TAN:DELN239250
PAN:AAHCN9977B | GSTIN:06AAHCN9977B1Z4

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Since 2001

K.R. Mangalam University
Sohna Road, Gurgaon
Haryana - 122103

Most Important Document

Common Terms and Disclaimer of Service

- All estimations provided herein are indicative and actual bills will be as per true man-days effort consumed. This includes offshore man-days efforts consumed in planning/analyzing/ consolidating/reporting/other tasks.
- Nirmal Integrated Consultancy Private Limited (Team-NIC) expects a 15 days notice period for the engagement to be kick start.
- Nirmal Integrated Consultancy Private Limited (Team-NIC) would be selecting its project team including surveyors, appraisers, auditors, reviewers, developers, testers, writers, reviewers, and others, all schedules, and all technological systems/platforms/tools/other independent from client biasing/intervention and in the best favour of the desired/optimum quality of project outcomes.
- Team-NIC shall be acting as a facilitator for improving the processes in scope and expects continuous cooperation and efforts from client teams for inputs of true information and implementation of the remedial suggestions. Team-NIC stays indemnified for any delays/inefficiencies/incompleteness/gaps in any deliverable of the project attributable to CLIENT or implementation of the suggestions of improvement by the CLIENT.
- This should be understood that No Review or Audit or Assessment or associated process/technology is full proof. Team-NIC gives its best, subjected to the practically feasible conditions and timelines of the project/product, although in any forms it does not commit any minimum achievement or rating/score/rank in any external assessment or reviews, nor it claims any influence in the external assessments or reviews nor any other associated achievements of goals.
- The Consulting and Facilitation Service is provided based on the industrial experience, subject expertise of the consultants, and availability of the knowledge resources. The extent of success of the results mostly are subjective and Team-NIC does not claim any minimum measure for this.
- Team-NIC, in no manner, claims any association with any Govt. Regulatory Bodies or Agencies responsible for Assessment and Accreditation of Institutions or Academic Programs or any Regulatory Bodies or Agencies regulating any deliverables of the project in India or Abroad.
- Team-NIC completely rejects any claims or requests for any influence in Reviews/Assessment/Accreditation/Other processes of assigned teams or tools of respective Govt./Non-Govt. Agencies/Boards/Councils/Bodies/Teams and NO such commitment in verbal/written/other form should be considered valid on behalf of Team-NIC.**
- No refunds for delivered services in whatsoever conditions or causes of interim termination of project by the client. In case Team-NIC terminates the project for any unfortunate reasons, a refund shall be made only for the undelivered phases/deliveries without any interest/penalties after deduction of OPE and realistic charges spent on services/processes. Any refunds in discounted packages shall be done only after deduction of the charges of delivered services as per Phase-wise (undiscounted) costs.
- Team-NIC receives the right to use the logo and information of the client and this project in its branding in appropriate manner while maintaining all required confidentiality of classified data.

Indemnify

Both the Parties agrees to indemnify and keep each other and its officers, employees, agents and sub-contractors, indemnified against any and all liabilities, costs, claims, demands, proceedings, charges, actions, suits or expenses of whatsoever kind or character that may be incurred or suffered by any of them howsoever arising in connection with the provisions of the services or the performance of its duties hereunder. The obligation upon the parties to indemnify each other under this Agreement shall survive any expiration or termination of the relationship between the parties for any reason.

Confidentiality

All Confidential Information furnished to, or developed by, any Party or any of its staff or representatives during the term of this Agreement shall be the property of Developing Party, and shall be kept confidential by the other Party, during and after the term of this Agreement. Use of Tools/Templates/Documents/other assets provided by Team-NIC must be confined to the scope of this agreement and not to be shared/used elsewhere.

Term and Termination

This Agreement shall have a term of 12 months or till 'Project Term-End Milestone' whichever is earlier subjected to timely clearance of all dues by the CLIENT institution. This Agreement will be valid and binding upon Parties until expiry of the said term, unless terminated by either Party as per the terms of this Agreement. On expiry of the said term, this Agreement stands automatically terminated without of any further notice.

Default & Dispute Resolution

If any dispute or difference of any kind whatsoever may arise between the Parties in connection with or arising out of this agreement, the parties shall attempt for a period of thirty (30) days after receipt of notice by the other Party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the Parties. All disputes, differences or questions arising out of this agreement including the interpretation of the terms herein or regarding the obligations, failure or breach of any terms thereof by either of the party under this agreement which have not been mutually settled as per the provisions of this clause shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996. The Parties shall mutually appoint an arbitrator. The language for Arbitration shall be English. The provisions of this clause shall survive the termination of this Agreement. The Parties, by any act or omission, breach any material obligation under this Agreement and if such breach continues for a period of 30 (thirty) days after written notice thereof has been given by the either of the Party post 30-days attempt of mutual agreement through arbitration, the Parties shall have the right to terminate this Agreement with immediate effect by written notice. The right to terminate this Agreement shall be in addition to and without prejudice to any other rights which the Parties may have hereunder.

Governing Law and Jurisdiction

The laws of India shall govern this Agreement. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in New Delhi, for any action or proceeding regarding this Agreement.

NOTICES

All correspondence or notices required or permitted to be given under this Agreement shall be given in English and sent by mail, telefax, electronic mail or delivered by hand at the following addresses:

IF TO THE CLIENT (ADDRESS): Registrar, K.R. Mangalam University, Sohna Road, Gurgaon (Haryana) - 122103
EMAIL: registrar@krmanaglam.edu.in PHONE: 8800697002 KIND ATTN: Registrar

IF TO THE Team-NIC (ADDRESS): NIRMAL INTEGRATED CONSULTANCY PRIVATE LIMITED, 4157/2, Nirmal Sadan, H-Block, Ansal Versalia, Sector-67A, Golf Course Extension Road, Gurugram, 122101, Haryana, INDIA

EMAIL: contact@team-nic.com | PHONE: +91 9990393031 | KIND ATTN.: Ms. Deepa Jain, CEO
or such other address or telefax number as either Party may designate to the other Party in writing.

For NIRMAL INTEGRATED CONSULTANCY

For CLIENT



Director

Nirmal Integrated Consultancy Pvt. Ltd.
CIN:U74999DL2021PC031732 | TAN:DEL239230
PAN:AAHCN9977B | GSTIN:06AAHCN9977B174

Mahajan



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Since 2001

K.R. Mangalam University
Sohna Road, Gurgaon
Haryana - 122103

Mutual Non-Disclosure Agreement

This Mutual Nondisclosure Agreement (the "Agreement") is entered into by and between

K.R. Mangalam University (NAME OF INSTITUTION)

Sohna Road, Gurugram, Haryana 122103 INDIA (ADDRESS)

AISHE Code: U-0700, through its authorized signatory Gp. Capt. Praveen Mahajan, Registrar, K.R. Mangalam University, Sohna Road, Gurugram (Haryana) - India (122103) (CLIENT)

AND

M/S NIRMAL INTEGRATED CONSULTANCY PRIVATE LIMITED, having registered office at Gandhi Nagar, Delhi 110031, India (CIN: U74999DL2021PTC391752), through its authorized signatory Ms. Deepa Jain (DIN: 09449363)

(Team-NIC)

on this 8th Day of June 2023

for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below.

The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information: For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which the parties have got engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.
2. Exclusions from Confidential Information: Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.
3. Obligations of Receiving Party: Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. The Receiving Party shall return to the Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if the Disclosing Party requests it in writing.
4. Time Periods: The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, or 03 years from expiry of the parent MoU for the service transaction, whichever occurs first.
5. Relationships: Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.
6. Severability: If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
7. Integration: This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.
8. Waiver: The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
9. Involvement of any External/Third-Party in any form that can influence the success of the project in hand or other linked activities/artifacts or the security of business information/secrets of either party must be disclosed and agreed mutually in explicit form. Receiving Party needs to execute similar NDA with the external/third party on acceptance by the Disclosing Party.
10. This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

For NIRMAL INTEGRATED CONSULTANCY


Director

Nirmal Integrated Consultancy Pvt. Ltd.
CIN:U74999DL2021PTC391752 | TAN:DLN239950
PAN:AAHCN9977B | GSTIN:06AAHCN9977B1Z4

For CLIENT



Registrar
K.R. Mangalam University
Sohna Road, Gurugram
Haryana - 122103



Now, in witness whereof, the Registrar, of the K.R. Mangalam University and the Director, M/s Nirmal Integrated Consultancy Private Limited have signed this Service Agreement on the day and year first written above.



Mahajan

Gp. Capt. Praveen Mahajan
Registrar
K.R. Mangalam University
Sohna Road, Gurugram
Haryana

Devi

Ms. Deepa Jain
Director
M/s Nirmal Integrated Consultancy
Private Limited
Delhi 110031, India

Director

Nirmal Integrated Consultancy Pvt. Ltd.

Date: 8th June, 2023
CIN: U74999DL2021PTC391752 | TAN: DELN239290
PAN: AAHCN9977B | GSTIN: 06AAHCN9977B174

Date: 8th June, 2023

Registrar
K.R. Mangalam University
Sohna Road, Gurgaon

WITNESS

Jm (Deepak Mishra)

WITNESS

(Deepak Jain)

ATTESTED

ADVOCATE & NOTARY
DISTT. COURT, GURGAON



Nirmal Integrated Consultancy

A Private Limited Company with Registered Office at New Delhi
Corporate Office at Gurugram (Haryana)

Information Centres: Yamuna Expressway, Greater Noida (U.P.),
Tronica City (U.P.), Coimbatore (Tamil Nadu), Thiruvananthapuram (Kerala)

Overseas Offices: Australia, Nigeria, Tanzania, United States

CIN: U74999DL2021PTC391752 | TAN: DELN23929D

PAN: AAHCN9977B | GSTIN: 06AAHCN9977B1Z4

www.team-nic.com | contact@team-nic.com

SERVICE AGREEMENT

This service agreement is made and executed on this Day of20....., at
....., India

BETWEEN

M/S NIRMAL INTEGRATED CONSULTANCY PRIVATE LIMITED, having registered office at, Delhi 110031, India
(CIN: U74999DL2021PTC391752), through its authorized signatory Ms. Deepa Jain (DIN: 09449363)

(Team-NIC)

AND

K.R. Mangalam University
Sohna Road, Gurugram,
Haryana 122103 INDIA



AISHE CODE: U-0700, through its authorized signatory

(CLIENT)

FOR

Project Objective

Appraising and facilitating the CLIENT for overall improvement in its Academic, Administrative, and Research Processes as per the expectations of NAAC Process for better score and rating in Council Assessment.

Under this agreement, both of the above mentioned parties agree as follows:

- Whereas this is an interest of the CLIENT to get appraised by **NAAC** for its recognition with satisfactory scores,
And
- Whereas Nirmal Integrated Consultancy Private Limited (Team-NIC) has been providing facilitation and consulting services for Assessment and Auditing Processes,
And
- Whereas in the favour of betterment of Educational Services in the service regions of the client, with the common objectives,
- The two parties agree to get engaged in this service agreement with the above mentioned project objective(s) and further detailed scope, workflow, and terms.



for NIRMAL INTEGRATED CONSULTANCY

for CLIENT



Project Scope

- The scope covers single institution named as K.R. Mangalam University, Sohna Road, Gurugram, Haryana 122103 INDIA (AISHE Code U-0700) having **up to 100 programs** (please ask for different proposal/quotation if the HEI offers less than 50 or more than 100 programs)
- Project Term-End Milestone:** Declaration of NAAC Grade after first PRT Visit after project inception.

Workflow and Timelines

Phase	Activity	Description & Deliverables	Estimated Timelines
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I – B	Initial Assessment on Selected process Guidelines	Expert team of 3-5 Auditors shall conduct the detailed audit as per scoped Process Guidelines. Recommended Checklist and Scoring Mechanism shall be used for assessing the client processes and identification of gaps. A detailed gap report with assessment score would be the outcome of this phase.	08 – 10 WEEKS
I – C	Gap detailing and remedial analysis for process	The gaps identified and reported in above step would be discussed among the project leaders from Team-NIC and Departmental heads from client side. Probable solutions to the gaps shall be suggested and if required by the client, separate project proposals shall be appropriately submitted for filling the gaps.	04 – 06 WEEKS
II	Remedial Facilitation for filling identified gaps	Based on agreed terms, facilitation service shall be prescribed and reviewed for filling the gaps to improve the compliance score as per selected Process expectations. Services can be purchased separately and independently as per need and as per applicable costs and separately agreed terms. (*Timelines are dependent on severity and complexity of Gaps identified as outcome of Phase-1)	20 – 30 WEEKS
III	SSR, Documentation and Application Process Facilitation and Support	Creating Self Study Report (SSR), and supporting Documents of Application, and facilitating the client for application process till NAAC Team Visit for final assessment. Finally Approved Schedule of NAAC Team Visit shall be the outcome of this phase.	08 – 10 WEEKS

Cost Estimation

Phase-wise Costs

Phase	Activity	Estimated Efforts (Man-days)	Estimated Cost (INR)
I – A	Initial Knowledge Gathering	10 – 15	1,99,000
I – B	Initial Assessment on NAAC Guidelines (Against established Benchmark)	10 – 15	1,99,000
I – C	Gap detailing and remedial analysis for NAAC Process	15 – 20	2,79,000
II	Remedial Facilitation for filling identified gaps (06 months)	150 – 200	13,99,000
		Depending on severity and nature of gaps, separate estimation may be submitted.	
IIIa	Data Reconsolidation and Gap Reassessment	35 – 50	6,80,000
IIIb	SSR, Documentation and Application Process Facilitation and Support	40 – 60	7,99,000

TOTAL = 35,55,000 (Thirty Five Lakh Fifty Five Thousand Only)

Remedial Facilitation for filling identified gaps would be charged additional if phase is extended for more than 06-months.

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Special Packages

(Select Any One Only)

☐ **GENESIS SERVICE PACK** (20% OFF)

COST 05,41,000 INR (Five Lakh Forty One Thousand Only)

Taxes additional as applicable

This package includes following for one HEI:

- Expert Visit to HEI campus and Genesis Review on all NAAC criteria
- Genesis level gap-identification facilitation and review/planning support about remedial actions (once for one entity)
- 01 institutional award nomination support
- Genesis Gap Summary Report

☐ **BETA SERVICE PACK** (25% OFF)

COST 15,57,000 INR (Fifteen Lakh Fifty Seven Thousand Only)

Taxes additional as applicable

This package includes following for one HEI:

- All from Genesis Pack
- Detailed Review on all NAAC criteria
- Detailed Gap identification and remedial suggestions
- 01 Research Collaboration MOU consultancy
- 01 Institutional Award Nomination Support
- 01 Workshop/FDP/Other Activity for Student/Faculty
- 02 Research Articles Publication Support

☒ **ALPHA SERVICE PACK** (30% OFF)

COST 24,90,000 INR (Twenty Four Lakh Ninety Thousand Only), *Taxes additional as applicable*

This 'Inclusive-All-Consultancy' Package includes following Facilitation Support for one HEI:

- GAP IDENTIFICATION (Phase I – A, Phase I – B, and Phase I – C)
- REMEDIAL SUGGESSTIONS (Phase II)
- SSR & Documentation preparation and Application Process Facilitation Support (Phase III)
- Support in response to queries related to IIQA and DVV
- Specialized Services:
 - 01 Research Collaboration MoU Consultancy
 - 01 Institutional Award Nomination
 - 02 Faculty (Individual) Awards Nomination
 - 01 Workshop/FDP/Other Activity for Student/Faculty
 - 05 Research Articles Publication Support

Payment Terms

- **GENESIS SERVICE PACK:** 100% Advance payment
- **BETA SERVICE PACK**
 - 50% (₹ 7,78,500 + Taxes) advance
 - 40% (₹ 6,22,800 + Taxes) on readiness of Gap Assessment Report / (OR 03 Months whichever is earlier)
 - 10% (₹ 1,55,700 + Taxes) on readiness of Delivery of all freebies / (OR 06 Months whichever is earlier)
- **ALPHA SERVICE PACK**
 - 30% (₹ 7,47,000 + Taxes) advance at project Kick-Off
 - 20% (₹ 4,98,000 + Taxes) on readiness of Gap Assessment Report / (OR 03 Months whichever is earlier)
 - 20% (₹ 4,98,000 + Taxes) on readiness of IIQA / (OR 06 Months whichever is earlier)
 - 20% (₹ 4,98,000 + Taxes) on readiness of SSR / (OR 08 Months whichever is earlier)
 - 10% (₹ 2,49,000 + Taxes) on receiving of DVV / (OR 10 Months whichever is earlier)
 - 10% (₹ 2,49,000 + Taxes) Success Incentive on confirmation of NAAC-CGPA of 3.0+/4.0

In case, the delivery-milestones (Submission of Gap reports, IIQA and SSR) are delayed due to the reasons attributed to CLIENT, the payments shall be payable based on timeline-Milestones (03/06/09/12 months etc.).

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MOST IMPORTANT TERMS (MIT)

Taxes additional as applicable for any payments

All payments are acceptable in official account ONLY:

- A/C Name: NIRMAL INTEGRATED CONSULTANCY PRIVATE LIMITED
- A/C Number: 102405003067
- A/C Type: CURRENT ACCOUNT
- Bank Name: ICICI BANK LIMITED
- IFSC Code: ICIC0001024

- Any TDS must be credited against PAN: AAHCN9977B
- Taxes shall be billed additional as applicable on any services
- OPE (Other Project Expenses) like travels, accommodations, and meals in regions other than registered office(s) of Team-NIC or as per any specific requirement of the CLIENT, stationary, additional systems or facilities or services etc., required for the project will be charged as 'OPE Charges'.
- 12% Management Charges would be applicable on OPE. Estimated Advance and balance within 15 days of submission bills needs to be paid by CLIENT.
- Interest of 2% per month applicable for payments delayed more than 30 days from invoicing.

Costs for Additional Services

Following special costs has been offered to the CLIENT for the additional services

ONLY IF AVAILED by CLIENT:

- | | |
|---|-----------------------------|
| • Annual Compliance Management Support | : 8,99,900 INR |
| • FDP/Workshop on NAAC/NIRF Assessment | : 1,99,900 INR |
| • ACTIVITY/EVENT REPORTS Writing Support | : 1,99,900 INR |
| • NASAS Software | : 2,99,900 INR |
| • Green Audit (Remote) | : 29,900 INR |
| • Annual Website Management | : 95,900 INR |
| • Branded Research Journal Publication Support | : 95,900 INR |
| • Additional Collaboration Consultancy | : 79,900 INR |
| • Special Event/eFDP | : 59,900 INR |
| • Special Training/eWorkshop | : 59,900 INR |
| • Research Article Writing Support | : 1,99,900 INR /50 Articles |
| • Research Article Publication Support (Google Scholar Indexed) | : 1,99,900 INR /50 Articles |
| • Research Article Publication Support (Mendeley/ORCID Indexed) | : 2,99,900 INR /50 Articles |
| • Research Article Publication Support (EBSCO/CABI/Equivalent) | : 3,99,900 INR /50 Articles |
| • Research Article Publication Support (UGC/Scopus/WoS Indexed) | : As per availability |

Above service are NOT included in any packages offered in this agreement. Above services are OPTIONAL in nature and are for indicative information purpose only. Client can choose to purchase these services from Team-NIC or from any external vendor on its own freedom and suitability. There is no obligation on client or Team-NIC to purchase or deliver these services under this agreement.

Above services, being served with involvement of third parties, would be provided based on availability at the time of request from customer or project-delivery and may change in specifications and costs based on conditions at that time.

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Most Important Document

Common Terms and Disclaimer of Service

- All estimations provided herein are indicative and actual bills will be as per true man-days effort consumed. This includes offshore man-days efforts consumed in planning/analyzing/ consolidating/reporting/other tasks.
- Nirmal Integrated Consultancy Private Limited (Team-NIC) expects a 15 days notice period for the engagement to be kick start.
- Nirmal Integrated Consultancy Private Limited (Team-NIC) would be selecting its project team including surveyors, appraisers, auditors, reviewers, developers, testers, writers, reviewers, and others, all schedules, and all technological systems/platforms/tools/other independent from client biasing/intervention and in the best favour of the desired/optimum quality of project outcomes.
- Team-NIC shall be acting as a facilitator for improving the processes in scope and expects continuous cooperation and efforts from client teams for inputs of true information and implementation of the remedial suggestions. Team-NIC stays indemnified for any delays/inefficiencies/incompleteness/gaps in any deliverable of the project attributable to CLIENT or implementation of the suggestions of improvement by the CLIENT.
- This should be understood that No Review or Audit or Assessment or associated process/technology is full proof. Team-NIC gives its best, subjected to the practically feasible conditions and timelines of the project/product, although in any forms it does not commit any minimum achievement or rating/score/rank in any external assessment or reviews nor it claims any influence in the external assessments or reviews nor any other associated achievements of goals.
- The Consulting and Facilitation Service is provided based on the industrial experience, subject expertise of the consultants, and availability of the knowledge resources. Extent of success of the results mostly are subjective and Team-NIC does not claim any minimum measure for this.
- Team-NIC, in no manner, claims any association with any Govt. Regulatory Bodies or Agencies responsible for Assessment and Accreditation of Institutions or Academic Programs or any Regulatory Bodies or Agencies regulating any deliverables of the project in India or Abroad.
- Team-NIC completely rejects any claims or requests for any influence in Reviews/Assessment/Accreditation/Other processes of assigned teams or tools of respective Govt./Non-Govt. Agencies/Boards/Councils/Bodies/Teams** and NO such commitment in verbal/written/other form should be considered valid on behalf of Team-NIC.
- No refunds for delivered services in whatsoever conditions or causes of interim termination of project by the client. In case Team-NIC terminates the project for any unfortunate reasons, refund shall be made only for the undelivered phases/deliveries without any interest/penalties after deduction of OPE and realistic charges spent on services/processes. Any refunds in discounted packages shall be done only after deduction of the charges of delivered services as per Phase-wise (undiscounted) costs.
- Team-NIC receives the rights of using logo and information of the client and this project in its branding in appropriate manner while maintaining all required confidentialities of classified data.

Indemnify

Both the Parties agrees to indemnify and keep each other and its officers, employees, agents and sub-contractors, indemnified against any and all liabilities, costs, claims, demands, proceedings, charges, actions, suits or expenses of whatsoever kind or character that may be incurred or suffered by any of them howsoever arising in connection with the provisions of the services or the performance of its duties hereunder. The obligation upon the parties to indemnify each other under this Agreement shall survive any expiration or termination of the relationship between the parties for any reason.

Confidentiality

All Confidential Information furnished to, or developed by, any Party or any of its employees, directors or representatives during the term of this Agreement shall be the property of Developing Party, and shall be kept confidential by the other Party, during and after the term of this Agreement. Use of Tools/Templates/Documents/other assets provided by Team-NIC must be confined the scope of this agreement and not to be shared/used elsewhere.

Term and Termination

This Agreement shall have a term of 12 months or till 'Project Term-End Milestone' whichever is earlier subjected to timely clearance of all dues by the CLIENT institution. This Agreement will be valid and binding upon Parties until expiry of the said term, unless terminated by either Party as per the terms of this Agreement. On expiry of the said term, this Agreement stands automatically terminated without of any further notice.

Default & Dispute Resolution

If any dispute or difference of any kind whatsoever may arise between the Parties in connection with or arising out of this agreement, the parties shall attempt for a period of thirty (30) days after receipt of notice by the other Party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the Parties. All disputes, differences or questions arising out of this agreement including the interpretation of the terms herein or in regard to the obligations, failure or breach of any terms thereof by either of the party under this agreement which have not been mutually settled as per the provisions of this clause shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996. The Parties shall mutually appoint an arbitrator. The language for Arbitration shall be English. The provisions of this clause shall survive the termination of this Agreement. The Parties, by any act or omission, breach any material obligation under this Agreement and if such breach continues for a period of 30 (thirty) days after written notice thereof has been given by the either of the Party post 30-days attempt of mutual agreement through arbitration, the Parties shall have the right to terminate this Agreement with immediate effect by written notice. The right to terminate this Agreement shall be in addition to and without prejudice to any other rights which the Parties may have hereunder.

Governing Law and Jurisdiction

The laws of India shall govern this Agreement. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in New Delhi, for any action or proceeding regarding this Agreement.

NOTICES

All correspondence or notices required or permitted to be given under this Agreement shall be given in English and sent by mail, telefax, electronic mail or delivered by hand at the following addresses:

IF TO THE CLIENT (ADDRESS): **KIND ATTN.:**

EMAIL: **PHONE:** **KIND ATTN.:**

IF TO THE Team-NIC (ADDRESS): NIRMAL INTEGRATED CONSULTANCY PRIVATE LIMITED, 4157/2, Nirmal Sadan, H-Block, Ansal Versalia, Sector-67A, Golf Course Extension Road, Gurugram, 122101, Haryana, INDIA

EMAIL: contact@team-nic.com | **PHONE:** +91 9990393031 | **KIND ATTN.:** Ms. Deepa Jain, CEO

or such other address or telefax number as either Party may designate to the other Party in writing.

For NIRMAL INTEGRATED CONSULTANCY

For CLIENT

Mutual Non-Disclosure Agreement

This Mutual Nondisclosure Agreement (the "Agreement") is entered into by and between

K.R. Mangalam University (NAME OF INSTITUTION)

Sohna Road, Gurugram, Haryana 122103 INDIA (ADDRESS)

AISHE Code: U-0700, through its authorized signatory (CLIENT)

AND

M/S NIRMAL INTEGRATED CONSULTANCY PRIVATE LIMITED, having registered office at Gandhi Nagar, Delhi 110031, India
(CIN: U74999DL2021PTC391752), through its authorized signatory Ms. Deepa Jain (DIN: 09449363)

(Team-NIC)

on this Day of 20....

for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below.

The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. **Definition of Confidential Information:** For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which the parties have got engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.
2. **Exclusions from Confidential Information:** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.
3. **Obligations of Receiving Party:** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.
4. **Time Periods:** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, or 03 years from expiry of the parent MoU for the service transaction, whichever occurs first.
5. **Relationships:** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.
6. **Severability:** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
7. **Integration:** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.
8. **Waiver:** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.
9. **Involvement of any External/Third-Party** in any form that can influence the success of the project in hand or other linked activities/artifacts or the security of business information/secrets of either party must be disclosed and agreed mutually in explicit form. Receiving Party needs to execute similar NDA with the external/third party on acceptance by the Disclosing Party.
10. This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

For NIRMAL INTEGRATED CONSULTANCY

For CLIENT