



HARVARD | BUSINESS | SCHOOL

AGREEMENT

This Agreement, dated as of the last date indicated after the signatures (“**Effective Date**”), is made by and between the President and Fellows of Harvard College, through its Harvard Business School Online unit (“**HBS**” or “**HBS Online**”) and Institute of Engineering & Management (“**CLIENT**”).

1. Engagement to provide Programs

- a. Engagement. This Agreement governs the terms and conditions under which HBS Online will provide, and CLIENT will accept, the program(s) described on one or more Program Attachments (the “**Programs**”) to groups (each, a “**Group**”) of CLIENT employees (each employee in a Group, a “**Participant**”). Each instance of a Program will be referred to as a “**Cohort**” herein. HBS Online shall have no obligation to provide the Program(s) until it has received and countersigned this Agreement and CLIENT or Participants, as applicable, have made payment pursuant to Section 3 of this Agreement.

2. Cohorts; Reservation; Enrollment

- a. Cohort Scheduling.
 - i. Public Cohorts. HBS Online will from time to time announce the dates on which its Programs will be offered to Cohorts comprising both employees of CLIENT and other individuals admitted to the Cohorts in HBS Online’s discretion (each such Cohort, a “**Public Cohort**”). At least thirty (30) days prior to the commencement of a Public Cohort for a Program selected by CLIENT on a Program Attachment, CLIENT may reserve seats in the Public Cohort for a Group of no fewer than ten (10) Participants by providing written notice to HBS Online. CLIENT may modify the number of Participants in the Group at any time prior to the commencement of the applicable Public Cohort; *provided* that there are at least ten (10) Participants in the Group. In no event may CLIENT modify the number of Participants in the Group or substitute the Participants in the Group (as set forth below) once the Program for the applicable Public Cohort has commenced.
 - ii. Private Cohorts. If CLIENT has specified on a Program Attachment that it wishes to establish Cohorts for particular Programs that are open only to Participants who are employees of CLIENT or otherwise authorized by CLIENT (each such Cohort, a “**Private Cohort**”), and HBS Online has agreed in writing to provide such Private Cohort(s), HBS Online and CLIENT will confer and mutually agree upon the start date and minimum number of Participants for each Private Cohort. CLIENT may modify the number of Participants in the Private Cohort at any time prior to the commencement of the Program for the applicable Private Cohort; *provided* that the mutually agreed upon minimum number of Participants is met. In no event may CLIENT modify the number of Participants or substitute the Participants in the Private Cohort once the Program has commenced for such Private Cohort.
- b. Enrollment.
 - i. At least ten (10) business days prior to the start of a Cohort, CLIENT will provide to HBS via email a list of the Participants in each Cohort in a format agreed upon between the parties (the “**Participant Roster**”). CLIENT may make substitutions to the Participant Roster up to five (5) days prior to the commencement of a Cohort.
 - ii. HBS will issue enrollment emails to the individuals on the Participant Roster and each individual shall thereupon enroll in the Cohort in accordance with the instructions in the

enrollment email. Such individuals may enroll in a Cohort at any time prior to the start of the Cohort. If an individual does not complete all enrollment requirements, including payment, if applicable, prior to the start of the Cohort, such individual will not be enrolled in the Program and may not participate in the applicable Cohort.

3. Program Fees & Payment

- a. Program Fees. Program Fees are calculated according to the number of CLIENT employees participating in the Program multiplied by the Per-Participant Fee as shown on the applicable Billing Attachment. HBS agrees that it will not increase the Per-Participant Fee or Per-Session Fee provided at the outset of the Initial Term and each Renewal Term during such Initial Term or Renewal Term.
- b. Payment.
 - i. Unless expressly stated otherwise in the applicable Billing Attachment, HBS Online will issue an invoice to the CLIENT for all Participants immediately following the commencement of each Cohort. Payments are due in U.S. dollars within thirty (30) days of the invoice date and are non-refundable. Failure to pay the invoice in full by the due date will be considered a material breach and may result in termination from the Program for all Participants.
- c. Taxes. Program Fees are exclusive of taxes, which are the responsibility of CLIENT or Participants, as applicable.
- d. Pricing Confidentiality. CLIENT agrees that the negotiated price is considered HBS confidential information and will not disclose it to others.

4. HBS Limitation of Liability

In no event will HBS's liability to CLIENT relating to a Group exceed the Program Fee paid by CLIENT to HBS for such Group, and HBS's liability to CLIENT relating to all Groups during the Initial Term or any Renewal Term will not exceed the Program Fees paid by CLIENT to HBS for the Groups during the relevant Initial Term or Renewal Term. In no event will HBS's liability to any Participant exceed the Program Fee (or Per-Participant Fee) paid by such Participant.

5. Term and Termination

- a. Term. The term of this Agreement (the "**Initial Term**") shall be one (1) year from the Effective Date, unless extended or sooner terminated in accordance with this Section 5. Unless either party terminates this Agreement as provided herein, the Initial Term may be extended for additional one-year terms (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**") upon written notice from CLIENT received at least thirty (30) days prior to the expiration of the Initial Term or the then current Renewal Term (the "**Renewal Notice**"). Upon receipt of the Renewal Notice, HBS Online shall inform CLIENT of any change in the Program Fees. CLIENT agrees to pay the revised Program Fees unless CLIENT informs HBS Online that CLIENT withdraws its Renewal Notice within ten (10) days of receipt of notice of such change.
- b. Termination. Either party may terminate this Agreement:
 - i. Immediately upon written notice in the event the other party breaches any provision of this Agreement and such breach, if capable of cure, is not cured within fourteen (14) days of written notice thereof, or
 - ii. For any reason at any time, upon either ninety (90) days prior written notice if during the Initial Term or upon thirty (30) days prior written notice if during any Renewal Term.
- c. Certain Consequences of Termination. Upon expiration or termination of this Agreement, HBS shall have no further obligations under this Agreement, except that, subject to Section 2, if a Group of Participants have enrolled for, but not yet completed, the Program before the expiration or termination of the Agreement, and payment for such Participants has been made in full, HBS and CLIENT will cooperate to provide the Program to such Participants (unless this Agreement has been terminated for breach, in which event the non-breaching party may determine reasonably how the

parties will deal with such previously enrolled Participants). If either party terminates this Agreement in accordance with the provisions of this Section 5, such party shall have no liability to the other party for any damages, losses or expenses resulting from the termination. No termination shall relieve either party of (i) any obligation to pay amounts that were due under this Agreement on the effective date of the termination or (ii) any liability for such party's breach of this Agreement.

6. Force Majeure

Neither party shall be held responsible for any damages resulting from any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar cause beyond its control and without fault or negligence of the delayed or nonperforming party. If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party, stating the nature of the force majeure condition and any action being taken to avoid or minimize its effect. If a force majeure event prevents HBS from providing the Program to Participants when scheduled, or prevents Participants from participating in or accessing the Program when scheduled, HBS's sole obligation will be to use good faith efforts to reschedule the Program for Participants who were prevented from participating or accessing on the originally-scheduled date, applying payments for such Participants to the later-scheduled Program.

7. Compliance with Law

CLIENT represents and warrants to HBS that neither CLIENT nor its Participants are or will be at the start of any Cohort on any prohibited party list maintained by the U.S. government or otherwise precluded by United States law from participating in or accessing the Program. No refund of amounts paid hereunder will be made if HBS determines that it cannot provide a Program to Participants consistently with United States law. In such cases, HBS will make good faith efforts with CLIENT to transfer seats to other Participants from CLIENT if that may be lawfully done.

8. Terms of Use; Privacy Policies; Harvard Business School Community Values; Access to Information

- a. Terms of Use. The provision of the Program by HBS will be subject to the Program's Terms of Use (available at <https://online.hbs.edu/legal/terms-of-use>) and Privacy Policy (available at <https://online.hbs.edu/legal/>). Each Participant will be asked to review them and, as appropriate, required to agree to them upon enrollment. CLIENT shall be responsible for ensuring that the Participants uphold and adhere to the Program's Terms of Use and Privacy Policy.
- b. Privacy Policies. CLIENT acknowledges and agrees that personal data regarding Participants may be disclosed to HBS Online, to CLIENT, and to other participants in the applicable Cohort over the course of the Program(s). All Participants will be required to agree to HBS's privacy policy terms and conditions, available at: <https://hbx.hbs.edu/legal/>. All Participant personal data will be treated according to the policies, available at: <https://hbx.hbs.edu/legal/eca>; <https://gdpr.harvard.edu/ecaprivacydisclosures>.
- c. Community Values. All Participants are required to acknowledge and agree to uphold the Harvard Business School Community Values when participating in any Program, as set forth below:

The mission of Harvard Business School is to educate leaders who make a difference in the world. Achieving this mission requires an environment of trust and mutual respect, free expression and inquiry, and a commitment to truth and lifelong learning.

Students, Participants, faculty, staff, and alumni accept these principles when they join the HBS community. In doing so, they agree to abide by the following Community Values:

- *Respect for the rights, differences, and dignity of others*

- *Honesty and integrity in dealing with all members of the HBS community*
- *Accountability for personal behavior*

Harvard Business School can and should be a living model of these values. To this end, Participants have a personal responsibility to integrate these values into every aspect of their experience with HBS. By signing this Agreement, CLIENT acknowledges its understanding of this statement, and commits to communicate its importance to all Participants.

- d. Access to Information. HBS will give CLIENT access to certain information about Participants' progress through the Program if the Participants provide HBS consent to do so. Subject to the provision of such consent, HBS will give a limited number of identified CLIENT representatives access to information concerning the Participants' progress through the Program. If a Participant declines to provide HBS consent, HBS will inform CLIENT but will be unable to give CLIENT access to such information.

9. Use of Name and Insignia

- a. HBS and/or HBS Online shall at all times be identified as the creator, proprietor and provider of the Program, and in no event shall CLIENT identify itself as a partner or joint venturer with HBS Online.
- b. Before HBS or CLIENT initiates any contact with the media (via news release or other channels) regarding educational activities between them, such contact must be pre-approved by, and is subject to monitoring by, both CLIENT and the HBS signatory to this Agreement.
- c. Neither CLIENT nor any Participant may use the Harvard Business School or HBS Online name or insignia/logo, or any other name, logo or identifier associated with Harvard University or any of its units, in printed material, electronic media, clothing or otherwise, except with written approval in advance by the HBS signatory to this Agreement and in accordance with any restrictions required by HBS.
- d. HBS will have the right to include CLIENT's name and logo on its list of clients, unless CLIENT has informed HBS in writing that HBS may not do so.

10. Miscellaneous

- a. Relationship of the parties. The parties are independent contractors and not joint venturers, partners or agents of each other. Neither party shall have authority to incur any obligations or expenses on behalf of the other party or to act in any other manner on behalf of the other party or in its name.
- b. Non-exclusivity. Nothing in this Agreement shall limit HBS's freedom to provide the Programs independently of CLIENT or to competitors of CLIENT.
- c. Assignment. Neither party may assign or transfer this Agreement without the consent of the other, and any attempted assignment or transfer without such consent shall be void.
- d. Waiver. Any waiver by either party of a breach of any provision of this Agreement must be in writing and shall not be deemed a waiver of any subsequent breach.
- e. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of The Commonwealth of Massachusetts (excluding conflict of laws rules).
- f. Entire Agreement; Amendment. This Agreement together with its Attachments constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and cancels all previous negotiations, agreements, commitments, and writings relating to such subject matter. It may be amended only by an agreement in writing that refers explicitly to this Agreement, signed by each of the parties hereto.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first set forth above.

Harvard Business School

DocuSigned by:

Kristen Maynard

E741894A26734AE...

Kristen Maynard
Managing Director, Business Operations
Harvard Business School Online
Date: 6/30/2020

CLIENT:

Satyajit Chakrabarti

Prof. Dr. Satyajit Chakrabarti
Director
Institute of Engineering & Management

Date: 29/06/2020



Schedule A
HBS Online Billing Attachment

1. Contact Information

HBS Online Relationship Manager Valerie Krempus Senior Associate Director, Strategic Alliances vkrempus@hbs.edu 617.495.7122	CLIENT (Primary) Prof. Dr. Satyajit Chakrabarti Director satyajit.chakrabarti@iemcal.com +91 9903846956
HBS Online Program Manager HBSOnlineProgramDelivery@hbs.edu	CLIENT (Billing) Prof. Dr. Indraneel Mukhopadhyay, Professor imukhopadhyay@iemcal.com +91 9433552806
HBS Online Mailing Address Harvard Business School Online Soldiers Field Boston, Massachusetts 02163 United States	CLIENT Mailing Address: Y-12 Saltlake Electronics Complex Sector - V, Kolkata 700091 India

2. Program Fees

Minimum Participant Commitment (if applicable):	30 participants
Program	Fee
Business Analytics, Financial Accounting, Economics for Managers, Entrepreneurship Essentials, Sustainable Business Strategy	\$540 per Participant

3. Invoicing

Please provide any additional invoicing information (if applicable):	
Purchase Order Number:	
Invoice Submission Portal:	
W9 or other tax documentation required (Y/N):	

Schedule B
HBS Online Program Attachment

This Program Attachment (the “Attachment”) supplements and is incorporated into the Agreement by and between President and Fellows of Harvard College, through its Harvard Business School Online unit (“HBS” or “HBS Online”) and University of Engineering and Management (“CLIENT”) dated as of the latest date indicated after the signatures. All terms defined in the Agreement shall have the same meaning in this Attachment, except as otherwise provided in this Attachment.

1. **Program.** HBS Online agrees to provide the following Programs, initialed by CLIENT, to Participants pursuant to the terms set forth in the Agreement and this Attachment. The terms and conditions in this Attachment shall apply solely to the provision of the Programs initialed by CLIENT. Additional Programs may be added to this agreement upon written notice from CLIENT. Private Cohorts may be requested by writing “Private” in the space next to the Program name.

CORE: _____	Financial Accounting: <u>X</u>
Business _____	Economics for _____
Analytics: <u>X</u>	Managers: <u>X</u>
Disruptive _____	
Strategy: _____	Negotiation Mastery: _____
Leading with _____	Management _____
Finance: _____	Essentials: _____
Sustainable _____	
Business Strategy: <u>X</u>	Leadership Principles: _____
Entrepreneurship _____	
Essentials: <u>X</u>	

2. **Program Services.** The Program Fee includes the following services for each Program:
- The Program as described, delivered via the HBS Online learning platform(s) for acceptable number of CLIENT Participants.
 - Progress and/or completion reporting to CLIENT for each Participant, if consent is given by the Participant.
 - If applicable, credential or certificate of completion for each successful Participant.
 - Support by the HBS Online Relationship Manager to help plan and implement the Program for the CLIENT, including ongoing Program delivery facilitation.
 - Support for technical issues related to the Program.

IN WITNESS WHEREOF the parties have executed this Program Attachment as of the date first set forth above.

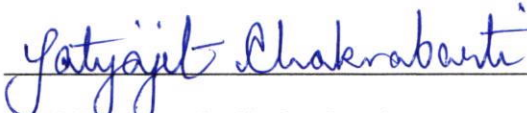
Harvard Business School

DocuSigned by:

E741894A26734AE...

Kristen Maynard
Managing Director, Business Operations
HBS Online
Date: 6/30/2020

CLIENT



Prof. Dr. Satyajit Chakrabarti
Director
Institute of Engineering & Management

Date: 29/06/2020

