

**SAYLOR ACADEMY AND BANSAL GROUP OF INSTITUTIONS**  
**SUPPLEMENTAL SKILL DEVELOPMENT AGREEMENT**

This Skill Development Agreement ("Agreement") is made effective as of July 2023 by and between The Constitution Foundation d/b/a the Saylor Academy ("Saylor"), a not-for-profit foundation with a representative office in Annapolis, Maryland, USA and Bansal Group of Institutions (BGI) Kota Campus Bhopal which comprises of following Institutions:

1. Bansal Institute of Science and Technology (BIST)
2. Bansal Institute of Research and Technology (BIRT)
3. Bansal Institute of Research Technology and Science (BIRTS)

BGI is an accredited institutions of higher education located in Bhopal, Madhya Pradesh, India. Saylor and may hereinafter be referred to individually as a "Party" or, collectively, as the "Parties".

Whereas, BGI, is an accredited, recognized leader in providing high-quality, collegiate learning opportunities; and

Whereas, Saylor, a respected open education provider that, among other things, builds freely available college level courses, desires to provide no cost skills training to people around the world; and

Whereas, BGI and Saylor desire to work together to provide new pathways to increase access to higher education and otherwise develop innovative solutions toward that end.

**NOW, THEREFORE,** in exchange for the non-financial promises and covenants herein, intending to be mutually bound, Saylor and BGI, now agree to this supplemental skill development partnership. The principal terms of this Agreement follow.

**1. RESPONSIBILITIES.**

- a) BGI agrees to inform its students about Saylor's free courses to enable them to learn



Additional skills to supplement their degree program learning. BGI will provide Saylor with a list of courses it recommends to its students that Saylor may post on its website on a dedicated landing page.

- b) Saylor will (1) create a dedicated landing page for BGI students to direct them to the selected courses; (2) inform BGI students about the process for them follow to submit their completed certificates to designated officials at BGI.

## 2. INTELLECTUAL PROPERTY AND USAGE.

- a) License of Marks. Saylor and BGI will license to the other Party on a royalty-free, non-exclusive basis the right to use its applicable Marks (as defined below) solely for the purpose of fulfilling such party's obligations with respect to this Agreement, provided that such license shall automatically terminate upon termination of this Agreement without the requirement of further notices or any other action by any Party. For the purposes hereof, "Marks" shall mean a Party's trademarks, trade names, service marks and/or logos provided to the other Party for the business purposes outlined herein, or such additional or replacement Marks as either Party may permit in writing the other Party to use solely in connection with the performance of this Agreement. Saylor will review the specifications and guidelines for all BGI symbols and marks contained in the graphic identity manual provided. The marks contained in this manual are the only marks which are authorized for use and are not to be altered in any way.

- b) Usage.

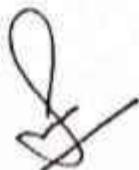
The parties may display trademarks, trade names, service marks and/or logos provided by the other Party solely to promote this transfer acceptance agreement.

## 3. STUDENT PRIVACY.

BGI and Saylor will protect student privacy in a professional manner with due care and skill in accordance with their respective privacy policies and all applicable laws.

## 4. TERM AND TERMINATION.

- a) This Agreement will have a three (3) year term commencing upon execution hereof.



- b) Notwithstanding any other provision contained herein, either Party may terminate the Agreement for convenience (i.e. for any reason or no reason) during the term upon at least ninety (90) days prior written notice to the other Party. Upon termination of this Agreement pursuant to this paragraph, neither Party shall have any liability or obligation to the other Party.
- c) Either Party may terminate the Agreement upon a material breach by the other Party if such breach remains uncured for ninety (90) days following receipt of written notice to cure by the breaching Party.

## 5. NOTICES.

Any required notices or other contractual communications, such as termination, hereunder shall be made in writing and served by electronic mail to the party(ies) at the email address set forth below or such other address as may be designated in writing hereafter, in the same manner:

### HTO BGE:

If to Saylor:  
Jacqueline Arnold  
Director, Strategic Communications  
and Relationships  
The Constitution Foundation,  
(dba Saylor Academy)  
jacqueline.arnold@saylor.org  
Tel: 202-333-4005

With a copy to:  
Jeff Davidson  
Executive Director  
The Constitution Foundation  
(dba Saylor Academy)  
jeff.davidson@saylor.org  
contact@saylor.org

## 6. ENTIRE AGREEMENT.

This Agreement, including attached schedules and exhibits if any, which by reference are fully incorporated as if set forth in entirety herein, constitute the entire agreement between the parties



related to the subject matter. This Agreement may be executed through signatures to any number of counterparts, but any or all of such counterparts and documents shall constitute but one agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names and on their behalf by and through their duly authorized representatives, as of the day and year first above written.

**SIGNATURES:**

FOR BGI

BY: 

Dr. Sanjay Kumar Jain  
Joint Secretary  
Joint Secretary  
Shri Niwas Education Society  
Bhopal

DATE 10 08 23

FOR THE SAYLOR ACADEMY

BY: 

Jeffery S. Davidson  
Executive Director

DATE 08 / 10 / 2023