

DATED THIS 29 DAY OF Feb 2024

Between

**INSTITUTE FOR PEDAGOGICAL INNOVATION, RESEARCH & EXCELLENCE**

And

**GALGOTIAS UNIVERSITY**

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**SERVICE AGREEMENT**

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This Agreement is made on the 29 day of feburary 2024 ("Effective Date") between

(A) **Institute for Pedagogical Innovation, Research and Excellence**, located at 50 Nanyang Avenue, Singapore 639798 ("INSPIRE");

and

(B) **GALGOTIAS UNIVERSITY**, located at Plot No. 2, Sector 17-A Yamuna Expressway, Greater Noida, Gautam Buddh Nagar, Uttar Pradesh, India (the "Galgotias University");

(collectively known as the "Parties" or each a "Party"), for the provision of services upon the terms and conditions below.

## **1. Scope of Services**

- 1.1. INSPIRE agrees to perform the scope of work as set out in Annex A to this Agreement (the "Services") and to provide to Galgotias University the deliverables for the Services as specified in Annex B (the "Deliverables"). Both the Services and Deliverables may be amended by mutual agreement in writing by the Parties at any time.
- 1.2. This Agreement commences on the date of this Agreement, and the Services will be performed in accordance with the timelines as set out in Annex A. The Parties recognise that the Services are research in nature and hence the achievement of specific scientific or technical results cannot be guaranteed.
- 1.3. For the purposes of enabling INSPIRE to perform the Services, Galgotias University will have the following roles and responsibilities:
  - (a) to provide INSPIRE with unrestricted access to all materials, information, personnel and/or documents necessary or required by INSPIRE for the purposes of allowing INSPIRE to perform and fulfil its obligations under this Agreement;
  - (b) to provide timely responses to requests from INSPIRE for instructions and/or directions;
  - (c) to provide INSPIRE with access to faculty, staff and students of Galgotias University, to the extent reasonably requested by INSPIRE, for the purposes of allowing INSPIRE to perform and fulfil its obligations under this Agreement;
  - (d) to ensure that all applicable licences, permits, approvals, waivers and consents for the purposes of the Services to be performed by INSPIRE ("Applicable Permits") are obtained from the relevant government authorities and agencies, and for ensuring that all such Applicable Permits are maintained in full force and effect for the Term; and
  - (e) to make timely payments of the Fees and all costs and expenses incurred by INSPIRE in connection with the Services.

## **2. Fees, Goods and Services Tax**

- 2.1. In consideration of the Services and Deliverables provided by INSPIRE, Galgotias University will pay INSPIRE the amount of fees (the "Fees") in the manner as set out in Annex C.
- 2.2. Fees are quoted in Singapore dollars and are exclusive of any prevailing Singapore Goods and Services Tax ("GST") that may be payable by Galgotias University.
- 2.3. All such fees and other expenses payable under this Agreement will be paid in cleared funds to such bank account or in such other manner as INSPIRE may specify from time to time to Galgotias University, without any set off, deduction or withholding of taxes, charges and other duties.
- 2.4. Without prejudice to any other rights INSPIRE may have under this Agreement, in the event that any monies owed to INSPIRE is not paid to or received by INSPIRE when due in accordance with Annex C, INSPIRE may, by sending a written notice, require Galgotias University to remedy

(v. 17 May 2023)

CONFIDENTIAL

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such default within fourteen (14) days of Galgotias University's receipt of such notice, failing which INSPIRE shall be entitled to:

- (a) suspend its performance of this Agreement until the outstanding monies have been paid in full (in line with Annex C); or
- (b) terminate this Agreement forthwith which termination shall not relieve Galgotias University of its obligations under Clause 2.5 below.

2.5. If Galgotias University fails to make payment of any monies which is due and payable to INSPIRE as stated in Annex C of this Agreement, then Galgotias University shall also pay to INSPIRE any Financing Charges on the overdue amount from the date it was due for payment until the date it is actually paid. Such Financing Charges are to be calculated on a 365 day basis and at an agreed rate of ten percent (10%) per annum ("Financing Charges").

### 3. Confidentiality

- 3.1. For the purposes of this Agreement, "**Confidential Information**" will mean any device, materials, samples, software programmes, documents, information, reports, data, graphics, specifications, technical information, or any other information, collectively referred to as "**Information**", that is disclosed by either a Party or a Party's related company or on their behalf ("**Discloser**") to the other Party ("**Recipient**") in connection with the Services and/or this Agreement, whether oral, written, visual or otherwise, or hard or electronic soft copy, which:
  - (a) in the case of a tangible disclosure, is marked by the Discloser as "Confidential" or "Proprietary" or with other words of similar import; or
  - (b) in the case of an oral or visual disclosure, the Discloser identifies such disclosure as being confidential concurrent with the oral or visual disclosure and such Information has been confirmed and designated in writing as confidential within fourteen (14) days after its disclosure.
- 3.2. Each Recipient agrees to use the Discloser's Confidential Information solely for the purposes of the Services and/or this Agreement, unless otherwise expressly agreed to in writing by the Discloser.
- 3.3. Each Recipient will use the same degree of care regarding the Confidential Information as it uses in protecting and preserving its own confidential information of like kind to avoid disclosure or dissemination thereof, but in no event less than a reasonable degree of care.
- 3.4. Each Recipient agrees to make the Discloser's Confidential Information available only to those of its or its related company employees, officers, directors, legal or professional advisors, and/or students ("**Representatives**") who require access to it in the performance of the Services and /or this Agreement and who are bound by obligations of confidentiality.
- 3.5. Each Party agrees that the obligations of confidentiality contained herein will not apply to any Information which:
  - (a) is now, or hereafter becomes, through no act or failure to act on the Recipient's part, generally known or available to the public;
  - (b) is received by the Recipient from a third party without restriction as to use or disclosure;
  - (c) was in the Recipient's lawful possession prior to receipt from the Discloser;
  - (d) is Information which the Recipient can document as having been independently developed by it without the benefit of the Discloser's Confidential Information; or
  - (e) is disclosed with the Discloser's prior written consent.
- 3.6. Notwithstanding the foregoing, upon a request or order by a court, tribunal, governmental or other regulatory authority having jurisdiction over the Recipient, the Recipient shall be entitled to

disclose such Confidential Information to the aforesaid court, tribunal, governmental and/or regulatory authority in compliance with such request or order.

- 3.7. The Parties agree that any breach of confidentiality under this Clause 3 may cause irreparable injury to the Discloser and monetary damages may not be an adequate remedy for breach of the terms of this Clause 3. Accordingly, the Discloser may seek temporary and permanent injunctive relief against any such breach.
- 3.8. The Recipient may retain Confidential Information as required by applicable law or to satisfy the rules or regulatory requirements (regulatory body or stock exchange) or that may be reasonably impractical to delete from its electronic back-up systems. The provisions of this Agreement will continue to apply to any retained Confidential Information.
- 3.9. The obligations of confidentiality set out in this Clause 3 will survive for a period of two (2) years from the date of expiry or early termination of this Agreement.

#### **4. Ownership of Deliverables and Intellectual Property Rights**

- 4.1. All Background IP will remain the property of the Party introducing and/or disclosing the same to the other Party for the purposes of this Agreement. The Parties agree that the use of such Background IP will be limited to performing each Party's obligations under this Agreement.
- 4.2. For the purposes of this Agreement, "Background IP" will mean any intellectual property owned and/or controlled by a Party, or which such Party has the necessary rights to use for or in the carrying out of the Services, and which was conceived or reduced to practice either:
  - (a) prior to the commencement of the work performed pursuant to the Services, or
  - (b) outside the scope of the work performed pursuant to the Services.
- 4.3. Galgotias University will own the Deliverables subject to the payment of all Fees due to INSPIRE pursuant to the provisions of this Agreement. Galgotias University hereby grants to INSPIRE the irrevocable, royalty-free, transferable and perpetual right to use the Deliverables for INSPIRE's academic, research, development and other non-commercial purposes.
- 4.4. INSPIRE will retain all intellectual property rights in any methodological processes or experimental design or protocol that may be created or generated by INSPIRE for or pursuant to the Services, including any method of numerical modelling, simulation, designing, prototyping, testing or experimenting, and associated technical know-how.
- 4.5. Without prejudice to the foregoing, Galgotias University shall not be permitted to carry out any filming of study trip/ INSPIRE delegates, whether in connection with the Services or otherwise. All video materials recorded or developed as part of the Services shall remain owned by INSPIRE and INSPIRE reserves all rights to use, publish, reproduce and display such materials in any manner that it deems appropriate.

#### **5. Disclaimers of Warranties, Liabilities**

- 5.1. The Parties recognise that the Services are intended to be a fact-finding and evaluation exercise of Galgotias University's academic practices and policies, and hence completion within the period of performance or the achievement of the Deliverables or specific outcomes cannot be guaranteed.
- 5.2. All Deliverables, intellectual property, findings, results, reports and materials provided by any Party under this Agreement are provided "as-is" and without any representation or warranty, express or implied, including without limitation, any implied warranty of merchantability or fitness for any particular purpose, or any warranty that any use thereof will not infringe or violate any patent or other proprietary rights of any other person.
- 5.3. Save for death or personal injury caused by negligence, in no event will any Party be liable to the other Party for any indirect, special, consequential, incidental or economic loss or damages suffered by the other Party arising from (a) any breach of this Agreement, or (b) the conduct of

the Services, or (c) the provision of any Deliverables, intellectual property, findings, results, reports or materials from the Services, or from any use by the other Party thereof.

5.4. Notwithstanding anything to the contrary in this Agreement, INSPIRE's liability for any cause whatsoever related to the subject matter of this Agreement and regardless of the form of action, whether in contract or in tort, including negligence, will be limited to the Fees provided by Galgotias University to INSPIRE for the performance of the Services.

## 6. Term, Termination and Consequences of Termination

6.1. This Agreement will come into force on the Effective Date and will continue until the later of (i) a period of four (4) months, or (ii) until completion of the Services (the "Term"), unless terminated earlier in accordance with the terms of this Agreement.

6.2. This Agreement may be terminated by a Party (the "Terminating Party") in respect of the other Party (the "Terminated Party") if:

- (a) the Terminated Party commits any material breach of any of the terms of this Agreement and fails to remedy such material breach within thirty (30) days of receipt by the Terminated Party of a written notice specifying the breach and requiring the breach to be remedied;
- (b) the Terminated Party (i) has a receiver, manager, judicial manager or an administrator appointed on behalf of a creditor over all or a substantial part of its assets, (ii) enters into an arrangement or compounds or convenes a meeting with its creditors, (iii) being a company, passes a resolution to enter into liquidation or the courts make an order that the company be compulsorily wound up (other than for the purposes of amalgamation or reconstruction), (iv) is subject to the supervision of the court, either involuntarily or otherwise, (v) ceases or threatens to cease for any reason whatsoever to carry on its business, or (vi) is unable to pay its debts as defined in the Insolvency, Restructuring and Dissolution Act 2018 (No. 40 of 2018) or takes or suffers any similar action in consequence of debt; or
- (c) the Terminated Party has been engaged or is engaging in any activity whatsoever that may expose INSPIRE to any sanction, prohibition, or restriction, or breach of any law or regulation, that is administered by a government or competent authority.

6.3. Where this Agreement is terminated early under Clause 6.2(a)-(c) and the Terminated Party is Galgotias University: (i) INSPIRE will be entitled to deduct from any Fees already paid by Galgotias University (if any) all INSPIRE's costs incurred in the performance of the Services up to the date of termination, including non-cancellable commitments and resources utilised. INSPIRE will reimburse to Galgotias University any unutilised funds; and (ii) in the event of payment in arrears, Galgotias University will reimburse INSPIRE for all costs incurred by INSPIRE in the performance of the Services up to the date of termination, including for non-cancellable commitments and INSPIRE resources utilised, provided always that the total Fees payable will not be exceeded.

6.4. Where this Agreement is terminated in accordance with Clause 6.2(a)-(c), the Terminating Party will be relieved of its obligations under this Agreement and will have no on-going liability whatsoever to the Defaulting Party in respect of such termination.

6.5. The termination of this Agreement will not affect any rights that will have accrued to any Party prior to such termination.

6.6. In addition to such provisions which survive the termination of this Agreement by operation of law, the provisions of Clauses 3, 4, 5, 6, 7, and 10 to 18 will continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

## 7. Personal Data Protection

7.1. The Parties shall comply with all its obligations under the Singapore Personal Data Protection Act 2012 ("PDPA") and directions or guidelines which Singapore Personal Data Protection Commission may issue from time to time.

7.2. Each Party shall only process, use or disclose the other Party's Personal Data:

- (a) strictly for the purpose of fulfilling its obligations under this Agreement; and provided always that it has obtained the relevant individual's consent for such processing, use or disclosure;
- (b) with the other Party's prior written consent, provided always that the other Party has obtained the relevant individual's consent for such processing, use or disclosure; and/or
- (c) when required by law or an order of court, but shall notify the other Party as soon as practicable before complying with such law or order of court at its own costs.

7.3. This Clause 7 on Personal Data protection in this Agreement shall be effective and shall stay in force indefinitely after the expiry or termination of this Agreement.

7.4. For the purposes of this Agreement, "Personal Data" means any data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which the organisation has or is likely to have access.

## 8. Compliance With Applicable Laws

The Parties agree to comply with any relevant laws, regulations, by-laws, rules and guidelines applicable to it in the carrying out of the Services and/or this Agreement.

## 9. Force Majeure

9.1. For purposes of this Agreement, a Force Majeure Event is an event which is a circumstance or event beyond the reasonable control of a Party which prevents or delays such Party from observing or performing an obligation under this Agreement. Such circumstance or event shall include, without limitation, industrial actions or labour disputes, civil unrest, war or threats of war, criminal or terrorist acts, government actions or regulations, telecommunication or utility failures, fire, explosion, natural physical disasters, epidemic, quarantine restrictions, widespread travel restrictions of persons or goods, inclement weather and general failure of public utility or transportation (each, a "Force Majeure Event").

9.2. The Party prevented or delayed in the performance of its obligations under this Agreement by a Force Majeure Event shall give written notice thereof to the other Party, specifying the matters constituting the Force Majeure Event, together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue.

9.3. No Party shall be liable for any failure to perform its obligations under this Agreement if the failure results from a Force Majeure Event, provided always that whenever possible the affected Party will resume that obligation as soon as the Force Majeure Event ceases or abates.

9.4. In case of a Force Majeure Event, the time for performance required by the relevant Parties under this Agreement shall be extended by the same duration as the duration of the period during which the performance is prevented or delayed by the Force Majeure Event.

9.5. If the Force Majeure Event shall continue for a period exceeding three (3) months from the date of the notice of such Force Majeure Event under Clause 9.2 above, the non-affected Party may at any time thereafter terminate the Agreement, by written notice to the affected Party.

## **10. Notices**

10.1. Any notice to be given by a Party to this Agreement shall be in writing and shall be deemed duly served if delivered personally or by prepaid registered post, or by e-mail to the addressee at the address or e-mail address of that Party as set out below, or at such other address or e-mail address as the Party to be served may have notified the other Party for the purposes of this Agreement:

### **INSPIRE:**

Name: Yeong Jin-Yuan  
Address: Lecture Theatre 19A, B4-01, 50 Nanyang Avenue, Singapore 639798  
Phone: +65 6592 3740  
E-mail: [Yeongiy@INSPIRE.edu.sg](mailto:Yeongiy@INSPIRE.edu.sg)

### **Galgotias University:**

Attn: Dhruv Galgotia  
[Address] 17 A plot No 1 Yamuna Expressway Gautam Budh Nagar  
Email: [ceo@galgotiasuniversity.edu.in](mailto:ceo@galgotiasuniversity.edu.in)

10.2. Any notice given pursuant to Clause 10.1 shall be deemed to have been received:

- (a) in the case of delivery by hand, when delivered; or
- (b) in the case of sending by post:
  - (i) where posted in the country of the addressee, on the third (3<sup>rd</sup>) Business Day following the day of posting; and
  - (ii) where posted in any other country, on the seventh (7<sup>th</sup>) Business Day following the day of posting; or
- (c) if sent by email on a Business Day and at a time which is during business hours on a Business Day, at the time it is transmitted to the relevant email box specified above.

## **11. Severability**

If any of the provisions of this Agreement is found to be invalid for any reason whatsoever, the provision will, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and will not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

## **12. Waiver**

Failure or delay on the part of either Party to exercise any right or remedy (whether single or partial) under this Agreement will not be construed or operated as a waiver of such right or remedy or a waiver of such right to subsequently enforce such right or remedy.

## **13. Cumulative**

The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

## **14. Laws and Forum**

This Agreement, including its validity and interpretation, the merits of any dispute or claim arising out of or relating to this Agreement will be governed by the laws of Singapore. The Parties will

submit to the exclusive jurisdiction of the Singapore courts to adjudicate any dispute arising out of this Agreement.

#### **15. Entire Agreement and Variation**

This Agreement constitutes the entire agreement of the Parties and shall be amended or modified only by an instrument in writing signed by a duly authorised officer or representative of each of the Parties.

#### **16. Contracts (Rights of Third Parties) Act 2001**

The Parties do not intend that any right, benefit or remedy of any kind or character whatsoever or any right to enforce the terms of this Agreement shall, by virtue of the Contracts (Rights of Third Parties) Act 2001 or otherwise, be conferred on any person who is not a party to this Agreement, and no person shall be deemed to be a third party beneficiary under or by reason of this Agreement.

#### **17. Use of Names**

17.1. Neither Party will make any official press release, announcement or other formal publicity relating to the transactions which are the subject matter of this Agreement without first obtaining in each case, the prior written consent of the other Party, which consent will not be unreasonably withheld.

17.2. Notwithstanding the generality of Clause 17.1, the Parties may notify third parties of the fact that this Agreement is in effect.

17.3. Without prejudice to the generality of the foregoing, the following additional provisions shall apply:

(a) **Restriction on Use of Name:** Galgotias University agrees not to use the name, trademarks, or any other intellectual property of INSPIRE in any manner that suggests endorsement, sponsorship, or affiliation with Galgotias University, except as expressly permitted herein. Specifically, Galgotias University shall not use INSPIRE's name (or any derivative thereof) in any promotional material, advertising, or publicity, in a manner that implies a partnership or that seeks to elevate the status of Galgotias University by virtue of the consultancy services provided.

(b) **Permitted Use:** Subject always to the prior written approval of INSPIRE, Galgotias University may, in a factual and accurate manner, indicate that it has received consultancy services from INSPIRE. Such statements must be clear, truthful, and not misleading, and must not imply any further relationship between the Parties beyond the consultancy services provided.

(c) **Compliance and Enforcement:** Galgotias University agrees to cease any use of the name of INSPIRE (or any derivative thereof) upon request if INSPIRE at its sole discretion, determines that such use is not in compliance with the terms of this Agreement or is otherwise objectionable. Failure to comply with this clause will be considered a material breach of this Agreement.

17.4. Galgotias University agrees to indemnify, defend and hold harmless INSPIRE from any losses, damages, costs, expenses or liability arising out of the unauthorised or inappropriate use of INSPIRE's name (or any derivative thereof).

#### **18. Waiver of Sovereign Immunity**

To the extent that Galgotias University or any of its properties, assets or revenues may have or may hereafter become entitled to, or have attributed to it, any right of immunity, on the grounds of sovereignty, from any legal action, suit or proceedings, from the giving of any relief in any such legal action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment upon or prior to judgment, from attachment in aid of execution of judgment, or from execution of judgment, or other legal process or proceeding for the giving of any relief or for the enforcement of any judgment, in any jurisdiction in which proceedings may at any time be commenced, with respect to its obligations, liabilities or any other matter

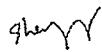
under or arising out of or in connection with this Agreement, Galgotias University hereby irrevocably and unconditionally waives and agrees not to plead or claim, any such immunity.

## **19. General**

- 19.1. Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the Parties hereto, and nothing in this Agreement shall be deemed to constitute either of the Parties hereto as the agent of the other Party or authorise either Party; (i) to incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit of, or otherwise bind or oblige the other Party, or (iv) to commit the other Party in any way whatsoever, without in each case obtaining the other Party's prior written consent.
- 19.2. The Parties shall co-operate with each other and execute and deliver to the other such instruments and documents and take such other action as may be reasonably requested from time to time in order to carry out and confirm the rights and the intended purpose of this Agreement.
- 19.3. Except as otherwise provided in this Agreement, the Parties shall bear their own costs of and incidental to the preparation, execution and implementation of this Agreement.
- 19.4. The Parties may sign this Agreement in one (1) or more counterparts by the duly authorised representatives of the Parties, each of which constitutes an original and all of which taken together shall constitute the Agreement PROVIDED THAT this Agreement shall not be in force and effect until the counterparts are exchanged. The Parties may sign and deliver this Agreement by emailed portable document format ("PDF") document (or other mutually agreeable document format), and a reproduction of this Agreement with a Party's signature made by PDF, sent by email shall have the same effect as and be enforceable as a signed and delivered original version of this Agreement.

SIGNED by for and on behalf of

**NANYANG TECHNOLOGICAL  
UNIVERSITY**

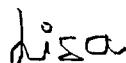


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Name: Ho Shen Yong

Designation:

In the presence of:



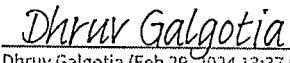
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Name: MELLISSA CALLENDRE TAWIN

Designation: Deputy Director, InspIRE

SIGNED by for and on behalf of

**GALGOTIAS UNIVERSITY**



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Dhruv Galgotia (Feb 29, 2024 13:37 GMT+5.5)

Name: Dhruv Galgotia

Designation: CEO

In the presence of:



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Nitin Kumar Gaur (Feb 29, 2024 13:44 GMT+5.5)

Name: Nitin Kumar Gaur

Designation:

## ANNEX A – SCOPE OF SERVICES

INSPIRE will carry out the scope of work mentioned below in a report to Galgotias University.

<b>Scope of Work / Deliverables</b>	<b>Description</b>
<b>Faculty Development</b>	<p>Recommendations to establish Faculty development unit with key functionalities to enable effective faculty Galgotias University</p> <ul style="list-style-type: none"> <li>- Identify key education goals and alignment to outcomes for students</li> <li>- Identify key areas of faculty development and milestones aligned with Galgotias University Teaching and learning objectives</li> <li>- Establish priorities and direction of development over the long-term</li> <li>- Create strategies to foster an active learning culture among all stakeholders</li> <li>- Establish effective integrated teaching and learning practices with industry</li> </ul>
<b>Faculty Affairs</b>	<p>Recommendations to put in place an effective framework for faculty management</p> <ul style="list-style-type: none"> <li>- To increase faculty retention in Galgotias University</li> <li>- Establish a framework for rewards and recognition of Faculty in teaching and learning</li> <li>- Put in place policy and process for evaluating faculty performance in teaching and learning</li> </ul>
<b>Quality Assurance</b>	<p>Recommendations to establish framework for quality assurance and enable effective quality assurance over the long term</p> <ul style="list-style-type: none"> <li>- Review and update policy and procedure for effective quality assurance</li> <li>- Enable effective self- evaluation and development through quality assurance processes over the long-term</li> <li>- Inform academic operations and management through quality assurances processes</li> </ul>
<b>IT and Facilities</b>	<p>Recommend development and design of learning spaces and facilities to enable effective teaching and learning based on GU education goals</p> <ul style="list-style-type: none"> <li>- Provide recommendations on design and setup of formal learning facilities, classrooms, infrastructure to enable recommended pedagogical practices</li> <li>- Evaluate and recommend on suitability on Learning Management System (LMS) and implemented technology/digital platforms</li> <li>- Chart key milestones and development trajectory of facilities and infrastructure</li> </ul>
<b>Student services</b>	<p>Recommendations to raise the academic learning experience for students</p> <ul style="list-style-type: none"> <li>- Provide recommendations on enabling an enriching learning experience in classroom</li> <li>- Recommend meaningful co-curricular activities and academic opportunities for students aligned with learning outcomes</li> <li>- Support systems and processes to address student issues (academic integrity, wellbeing)</li> </ul>
<b>Timeline</b>	Study Trip to be carried out at Galgotias University from 22-25 January 2024.

**ANNEX B – DELIVERABLES**

<b>Timeline for Delivery of Deliverables</b>	<p>Report on the key recommendations and proposal on academic development at Galgotias University will be provided to Galgotias University by the end of April 2024</p> <p>INSPIRE will provide a report on the following areas:</p> <ul style="list-style-type: none"><li>- Review of all education/academic policies and procedures</li><li>- Evaluation of ongoing educational practices</li><li>- Provide recommendations in the above-mentioned areas including key strategies towards achieving their education goals</li></ul> <p>The report will be provided to Galgotias University by end of April 2024</p>
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## **ANNEX C – FEES AND OTHER EXPENSES**

Galgotias University will pay INSPIRE a total of SGD\$250,000 for the provision of the Services in accordance with the Payment Schedule set out below.

Galgotias University will cover the costs and fees for all flight (Singapore to New Delhi, and vice versa) and accommodation of INSPIRE personnel involved in the study trip to Galgotias University, including transport to and from Delhi Airport.

### **PAYMENT SCHEDULE**

Galgotias University shall pay the Total Amount Payable of S\$250,000 (and any prevailing GST payable by Galgotias University thereon) in accordance with the following schedule of payment:

<b>Payment Description</b>	<b>Scheduled Date of Payment</b>	<b>Amount to be Paid (\$\$)</b>
Payment No.1	Upon Signing of this Agreement	175,000
Payment No.2	Upon delivery of deliverables detailed in Annex B	75,000
<b>Total Amount Payable:</b>		<b>250,000</b>

#### **Notes:**

1. *Payment of the Total Amount Payable may be staggered but funds required for the work to be carried out must be provided in advance.*
2. *INSPIRE will not accept terms that provide for withholding of payment if Galgotias University is not satisfied with the results.*
3. *All payments shall be made within thirty (30) days from the Scheduled Date of Payment specified in the Payment Schedule above*