

ADDENDUM NO.1 AGREEMENT

This Addendum no.1 to Agreement is made and entered into on this 19th day of February, 2024.
("Effective Date")

BY AND BETWEEN

Larsen & Toubro Limited, a company within the meaning of Sec. 2(20) of the Companies Act of 2013 and having its registered office at L&T House, Ballard Estate, Narottam Morarji Marg, Mumbai and having its EduTech division headquarters at Mount Poonamallee Road, Manapakkam, P.B. No. 979 Chennai – 600089 (hereinafter referred to as "**L&T EduTech**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the **FIRST PART**;

AND

Manipal Academy of Higher Education, having its office at manipal.edu building, Madhav Nagar, Manipal, Karnataka - 576104 (hereinafter referred to as "**MAHE**" which expression shall mean and include successors and permitted assigns, affiliates) of the **SECOND PART**.

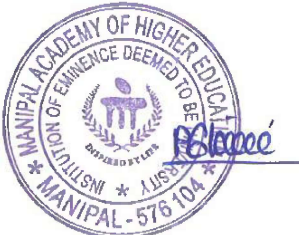
("L&T EduTech" and "MAHE" shall hereinafter each be referred to as "Party" and collectively as "Parties" as the context may require).

1. WHEREAS L&T EduTech and MAHE have entered into an agreement dated 15th Dec 2023 ("**Original Agreement**") based on which L&T EduTech has agreed to provide certain specified College Connect courses to MAHE on the terms set out in the Original Agreement.
2. WHEREAS MAHE has requested L&T EduTech to offer certain additional programs ("**Integrated Program in Civil Engineering**") to it, and L&T EduTech has agreed to offer the same.
3. The Parties are now desirous of entering into this Addendum no.1 Agreement to record in writing their understanding regarding the Integrated Program in Civil Engineering.

NOW, THEREFORE In consideration of the mutual covenants and conditions contained herein, the Parties hereby agree as follows:

THIS ADDENDUM NO.1 AGREEMENT WITNESSETH AS UNDER:

1. With effect from the Effective Date of this Addendum no.1 to Agreement, L&T EduTech shall offer the Integrated Program in Civil Engineering to the students of MAHE. The details of Integrated Program in Civil Engineering which shall be offered to students and the terms and conditions applicable to them, is as set out in Annexure-A to this Addendum no.1 to Agreement.
2. It is further clarified that the terms and conditions as applicable to the courses as set out in the Original Agreement shall remain unchanged and shall be binding on the Parties.
3. The list of courses offered by L&T EduTech are listed out in Annexure – A.
4. All the obligations of the Parties as mentioned under the Original Agreement shall stand extended to the Integrated Program in Civil Engineering.



5. The Parties hereby agree that the terms set out in this Addendum no.1 to Agreement shall be in addition to the terms set out in the Original Agreement and all the other terms of the Original Agreement shall remain unchanged.

IN WITNESS WHERE OF the Parties hereto have executed this Addendum no.1 Agreement on this 19th day of February 2024.

For Manipal Academy of Higher Education

M F Febin

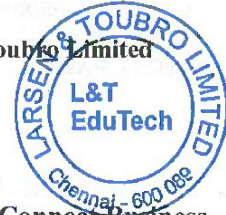
**Authorized Signatory
Manipal Academy of Higher Education**

**REGISTRAR
MANIPAL ACADEMY OF HIGHER EDUCATION
MANIPAL**

For Larsen & Toubro Limited

M F Febin

**Mrs M F Febin
Head – CollegeConnect Business
L&T EduTech**



ANNEXURE-A

Integrated Program

Programs Offered	Number of Courses	Students Intake	Fees per Learner per Year (not incl. GST)	Total Course Fees per Learner (not incl. GST)
Integrated Program in Civil Engineering	10	60	37,500	75,000

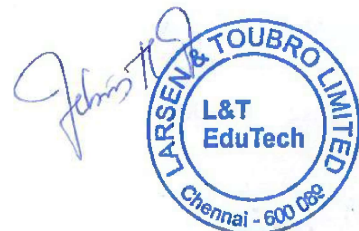
1. The number of learners and the fee per license are as set out in this Agreement. The minimum enrolment strength shall be at least 40 numbers. Any additional learners required shall be offered at per learner rate as indicated in the table above.
2. MAHE shall invite the students to enrol into the Courses/licenses with immediate effect.
3. Launch of Courses/licenses would mean commencement of services rendered by L&T EduTech
4. The learner fee is exclusive of applicable taxes at time of signing of agreement. The same shall be payable by the MAHE as per the statutory norms and at the rates prevailing from time to time.

Payment Terms

1. The pricing will be valid for 1 year from the date of signing the agreement and it will be renewed based upon mutual agreement subsequently.
2. The total investment is a committed value and will not change/vary due to the reasons of non-subscribing of any of the licenses by the students and/or students opting out of the programme for whatsoever reasons.
3. For each enrolment batch, L&T EduTech shall raise invoice as per the schedule provided below. Payment shall be made within 10 days of the Invoice. Roll out of the courses shall commence only after receipt of the payment.

Tranche	Invoicing Schedule	Amount (Not incl. GST)
1	At the time of signing of the agreement (Fees pertaining to Third Year Students)	Rs 15,00,000 (up to 40 Learners) and Rs 37,500 per learner above 40 learners
2	15 th Jul-25, or 15 days before commencement of Semester - whichever is earlier (Fees pertaining to Fourth Year Students)	Rs 15,00,000 (up to 40 Learners) and Rs 37,500 per learner above 40 learners

4. This engagement is envisaged to continue on a year-to-year basis. The invoicing schedule for subsequent years shall be as per the schedule provided below. Payment shall be made within 10 days of the Invoice. Roll out of the courses shall commence only after receipt of the payment.



Tranche	Invoicing Schedule	Amount (Not incl. GST)
1	15 th Jul, or 15 days before commencement of 5 th Semester - whichever is earlier.	Rs 15,00,000 (up to 40 Learners) and Rs 37,500 per learner above 40 learners
2	15 th Jul, or 15 days before commencement of 7 th Semester - whichever is earlier	Rs 15,00,000 (up to 40 Learners) and Rs 37,500 per learner above 40 learners

Course Details

S No.	Course Category	Course Name	Credits	Semester	Selection Model	
1	Core Courses from Transportation Infrastructure	Highway Planning, Design & Construction	3	V	Mandatory Course	
2		Airports & Seaports Engineering	3	VI	Mandatory Course	
3		Metro Rail Transportation Systems & Construction	3	VI	Mandatory Course	
4	Minor Specialisation in Advanced Practices in Construction (OR)	Formwork Engineering Practices	3	VI	Learners will be given an option to select one Minor Specialization among the two. The semester wise courses delivered shall be based on opted Specialization.	
5		Deep Excavations, Foundations & Tunnels	3	VI		
6		Building Information Modelling in Construction	3	VII		
7		Sustainability Practices in Design of Buildings	3	VII		
8	Minor Specialisation in Integrated Building System Design	Pre-Engineered Buildings	3	VI		
9		Mechanized Construction Techniques	3	VI		
10		Integrated Approach to Building Services	3	VII		
11		Concrete Building Systems Design	3	VII		
12	Electives	Bridge Engineering Design & Practices	3	VII		Mandatory Course



13		Geospatial Techniques in Practice	3	VII	Mandatory Course
14		Project Management for Professionals	3	VII	Mandatory Course

Other Terms

- All Learners shall undergo 10 courses as per above table.
- Each Minor Specialization shall have a minimum enrolment of 20 learners. If the number of learners for a specialization is less than a number deemed feasible by L&T, both Parties shall integrate all learners to the Minor Specialisation having the maximum learners.

Delivery Model:

Course Delivery Model			
S.No	Interventions		Duration
1	Student Orientation - Virtual Live	✓	1 hr
2	Course Orientation - Virtual Live	✓	1 hr
3	Online Self-Paced Content	✓	28 hrs
4	Mid assessment - Virtual Live	1 No.	2 hrs
5	In person - Instructor Led Expert Sessions	✓	12 hrs
6	Virtual Instructor Led Expert Sessions	✓	4 hrs (2 Sessions)
7	Project work - Virtual Live	✓	12 hrs
8	Final assessment - Virtual Live	✓	1.5 hrs
9	E - Certification for Eligible Students	✓	



