Memorandum of Understanding Between

National Testing Agency (NTA)

And

Eduquity Career Technologies Pvt. Ltd (EDUQUITY)

And

All India Council for Technical Education (AICTE)

Date: 09th March, 2022
This TRIPARTITE AGREEMENT FOR CENTRES (the “AGREEMENT”) is made and entered into at AICTE, HQ, New Delhi on 09th Day of March, 2022.

BY AND BETWEEN:

EDUQUITY CAREER TECHNOLOGIES PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at No. 433, 7th Block Extension, Koramangala, Bangalore-560095 and represented by Shri Dibya Ranjan Mahapatra, Chief Executive Officer (“EDUQUITY” / “SERVICE PROVIDER”) of the First Part;

AND

NATIONAL TESTING AGENCY, an Autonomous Organization under the Department of Higher Education, Ministry of Education, Government of India, having its Office at First Floor, NSIC-MDBP Building, Okhla Industrial Area, New Delhi - 110020 and represented by Shri Satish Chand Gupta, Director, Admin (“NTA”) of the Second Part.

AND

ALL INDIA COUNCIL FOR TECHNICAL EDUCATION, a Statutory Body and a national-level Council for technical education, under the Department of Higher Education, Ministry of Education, Government of India, having its registered office at Nelson Mandela Marg, Vasant Kunj, New Delhi – 110070 and represented by Prof. Rajive Kumar, Member Secretary (“AICTE”) of the Third Part.

(EDUQUITY, NATIONAL TESTING AGENCY and ALL INDIA COUNCIL FOR TECHNICAL EDUCATION are collectively referred to herein as the “Parties” and individually as “Party”)

WHEREAS

A. National Testing Agency, which is mandated to conduct entrance examinations for admission/fellowships in higher educational institutions, has awarded a tender to Eduquity to conduct the Computer Based Tests (CBTs) for NTA Examinations (“Tender”).

B. Eduquity Career Technologies Pvt. Ltd. is engaged in the business of providing human resource services, which inter alia include conducting online examinations. In order to conduct online examinations with respect to the Tender, EDUQUITY requires certain premises, suitable to provide its services (“Premises”), which is equipped with certain infrastructure (“Infrastructure”). In addition, EDUQUITY may require certain manpower/personnel to be deployed at the Premises to assist EDUQUITY in providing its services, in the manner instructed by EDUQUITY (“Personnel”). The Premises, Infrastructure and Personnel requirements as detailed under Annexure A hereto.

C. All India Council for Technical Education through its approved institutions shall facilitate to provide the Premises and Infrastructure required by EDUQUITY, in order for EDUQUITY to conduct high stake computer based examinations for NTA on pan India basis in consonance with the tender with NTA pan India.

D. Based on such representation, EDUQUITY is desirous of engaging the AICTE as a facilitator as per the terms of this AGREEMENT and the AICTE has agreed to facilitate the same.

E. Parties are now entering into this AGREEMENT, to record the terms of their active engagement for realizing the objectives of this MOU, i.e. smooth and fair conduct of NTA Examination(s).
NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS

1. SCOPE OF SERVICES

1.1 NTA shall provide Eduquity and AICTE with a written notice of its schedule of exam at least 30 days prior to the date of the exam and the communication in this regard will be made available to the concerned Institute by AICTE.

1.2 EDUQUITY shall provide the Institute with a written notice of its requirements, which notice shall inter alia include details pertaining to (i) purpose for which the Premises are required ("Activities"), (ii) specifications for the Premises, (iii) Infrastructure required at the Premises, (iv) number of Personnel required to be provided at the Premises, (v) qualifications of the Personnel, and (vi) time period for which the Premises is required ("Requirement Notice").

1.3 Within 5 days of receipt of the Requirement Notice from EDUQUITY through AICTE, the concerned Institute shall provide EDUQUITY, in writing, with details of available Premises meeting the requirements of EDUQUITY. In addition, the Institute shall provide EDUQUITY with the following details pertaining to the Premises (i) Head of the institution, (ii) Infrastructure available, (iii) details of Personnel proposed to be deployed, (iv) Endorsement on the background of the personnel by the respective head of institution (iv) Endorsement on the background of the Premises, (v) any other details as stipulated in Annexure-A and/or as may be requested by EDUQUITY. For the purpose of this AGREEMENT, it is clarified that all Personnel proposed to be deployed at the Premises, shall be referred to as 'Personnel' and shall be the sole responsibility of the concerned institution(s).

1.4 EDUQUITY shall confirm in writing, to the AICTE and the respective institutes its acceptance of any Premises offered by the concerned Institute (within 05 days of receipt of details of the facilities from the Institute) (Confirmation Notice").

1.5 Within 5 days of receipt of the Confirmation Notice, the AICTE shall communicate to the respective institution to make the Premises available to EDUQUITY.

1.6 Once the concerned Institute makes the Premises available to EDUQUITY, EDUQUITY's personnel shall audit the Premises. In case of any deficiency with the facilities and Infrastructure available at the Premises or the Personnel, EDUQUITY shall suggest the requisite improvements to that Institute. EDUQUITY shall conduct a re-audit after 7 days to ensure the condition and Infrastructure at the Premises matches EDUQUITY's requirements. Only such Premises and Personnel as accepted by EDUQUITY's personnel shall be booked by the Institute for the purpose of conducting the exam. A list (pool) of accepted centers shall be maintained by AICTE and regular audits shall be performed by EDUQUITY, from time to time, to maintain the standard as per requirement notice, which would accessible to NTA and Eduquity.
1.7 AICTE will facilitate the effective participation of the concerned exam functionaries of the institutions in training/orientation programs to be conducted by NTA/Service provider from time to time.

2. **LAW GOVERNING THE AGREEMENT**

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Indian Law.

3. **LANGUAGE**

This Agreement has been executed in English language which shall be the binding and controlling language for all the matters relating to the meaning or interpretation of this Agreement.

4. **LIST OF SCHEDULES**

The following Schedules appended to this agreement shall form an integral part of this Agreement:

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5. **LOCATION FOR CONDUCT OF ONLINE EXAMINATION**

The Online Examinations shall be conducted across the Country. Multiple centers in Scheduled City shall be decided based on the number of actual candidates registered for the examination and allotted to that particular city.

6. **RIGHT TO MONITOR**

The NTA reserves the right of continuous monitoring of the implementation of various activities for conduct of Online Examination at every stage. NTA and EDUQUITY shall extend all services and cooperation, by facilitating visits, during conduct of Online Examination by nominated representatives of AICTE and providing necessary information and feedback to them.

7. **CONSIDERATION**

7.1 AICTE shall pay the concerned Institute a fee as specified under Annexure B to this AGREEMENT ("Fees").

7.2 The Fees required to be made under this Agreement shall be excluding of all applicable taxes.

7.3 EDUQUITY shall not pay the concerned Institute any amounts in addition to the Fees. It is further clarified that it shall be the sole responsibility of the Institute to ensure that any remuneration or
any statutory benefits or employee benefits that are due to the Personnel shall be duly paid, in the manner and preferably on the same day. EDUQUITY shall have no obligation whatsoever to make any such payment in this regard.

7.4 NTA shall transfer the total fee amount to AICTE @Rs. 65/- per registered candidate plus applicable taxes before 15 days of the scheduled activity. On receipt of the same, AICTE in turn shall transfer a fee amount @Rs. 60/- per candidate plus applicable taxes to the respective institution before 5 days of the scheduled activity and @Rs. 5/- per candidate plus applicable tax will be retained by AICTE for manpower and other expenditure incurred in facilitating the NTA, Eduquity and the institutions.

7.5 The concerned Institute shall submit a utilization certificate in the prescribed format within 5 (Five) days from the date of satisfactory completion of the services.

7.6 AICTE shall furnish a utilization certificate in the prescribed format to NTA in respect of total fee amount received from NTA, within 30 days from the date of completion of a given examination.

8. TAXES AND DUTIES

i). All payment of Fees shall be subject to appropriate tax deduction at source, if applicable.

ii). The concerned Institute shall be solely and exclusively responsible for the payment of all taxes including Goods and Service Tax, if applicable.

9. SERVICE PROVIDER’S PERSONNEL

Description of Personnel: The EDUQUITY has to depute/employ the qualified and experienced Personnel, the titles, agreed job description, minimum qualification and period of engagement for carrying out of the services in connection with the online examination under this Agreement.

10. OBLIGATIONS OF THE PARTIES

10.1 Standard of Performance: The EDUQUITY shall perform the Services as defined under the Scope of Work in the Tender and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. Each Party shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the other Parties, and shall at all times support and safeguard the other Party’s legitimate interest in any dealings with third party.

10.2 Conflict of Interest: The EDUQUITY shall hold the NTA/AICTE’s interest paramount, without any consideration for future work, and strictly avoid any conflict with other assignments or their own corporate interests.

10.3 EDUQUITY and affiliates not to be Otherwise Interested in Project: The EDUQUITY agrees that during the term of this Agreement, the EDUQUITY and any entity affiliated with the Service Provider, as well as any third party and any entity affiliated with such third party shall disqualify
from providing goods, works or similar services (other than consulting services) resulting from or directly related to the Service Provider’s Services for the conduct of online examination.

10.4 Prohibition of conflicting Activities: Neither Party shall engage, and shall cause their personnel as well as their third party and their personnel not to engage, either directly or indirectly, in any activities which would conflict with the activities assigned to them under this Agreement.

10.5 Confidentiality: Except with the prior written consent of the disclosing Party, the receiving Party and its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the services under this Agreement, nor shall the receiving Party and the personnel make public the recommendation formulated in the course of, or as a result of, this Agreement.

10.6 EDUQUITY’s Actions Requiring AICTE Prior approval: The EDUQUITY shall obtain the AICTE’s approval in writing before entering into a Sub-Agreement for the performance of any part of the Services. However, Eduquity shall be responsible for the consequences of any omission or commission on the part of the organization with which Eduquity may enter into any such Sub-Agreement for the performance any part of the required services.

10.7 Legal Issues: The legal issues arising during conduct of Online Examination shall be the responsibility of the Service Provider.

10.8 RTI: The EDUQUITY shall extend full cooperation to AICTE/NTA in clearing all issues related to RTI regarding the conduct of Online Examination. All relevant information and documents required by any of the petitioner/applicant under RTI Act and available with EDUQUITY shall be furnished by the EDUQUITY within seven days (7) of receiving the written notice from the AICTE or concerned Institute.

11. MEASURES TO BE TAKEN

11.1 AICTE/concerned Institute represents and warrants that it, along with the Personnel either directly or indirectly:

a. shall not assist or abet the candidates/students or any third party in any illegal activities which includes but not limited to cheating or breach of applicable law;

b. shall not provide any assistance or help or guidance to the candidates/students or any third party in relation to any of the Activities which shall be conducted in the said Premises;

c. Except for the purposes for which such information is provided under this Agreement, shall not misuse or circulate or distribute any confidential information for any other purposes to the candidates/students or any third party, that are provided to AICTE by Eduquity;

d. Shall not breach any rules or regulations or any Standard Operating Procedure provided to the Institute/AICTE by Eduquity;

11.2 In the event of any corrupt practices, the AICTE/NTA may at its sole discretion, shall
sanction/blacklist the EDUQUITY/Host Institute of the Exam including declaring the EDUQUITY ineligible either indefinitely or for a stated period of time, for award of any work by AICTE/NTA, if the AICTE/NTA determines that EDUQUITY/Host Institute of the Exam has directly or through an Agent, engaged in corrupt, fraudulent, collusive or coercive practice in executing this Agreement.

12. GOOD FAITH

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

13. ASSIGNMENT

The Services, contents developed and any rights granted under the Agreement shall not be sold, leased, assigned, or otherwise transferred, in whole or in part, by the Service Provider, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the AICTE.

14. SUB CONTRACTING

The EDUQUITY shall not sub-contract or permit anyone other than its authorized personnel to perform any of the work, service or other performance required by the EDUQUITY under the Agreement without prior written consent of the AICTE and NTA. EDUQUITY should exercise due diligence in case they are utilizing personnel who are not their permanent employees with prior consent of the concerned Institute / AICTE / NTA.

15. INTELLECTUAL PROPERTY RIGHTS

15.1 The NTA shall retain sole ownership and all intellectual property rights in and to the personal / sensitive data / information provided by the respective candidates.

15.2 Each Party shall have the sole and exclusive interest in and ownership of all intellectual property provided by the said Party under this Agreement. Nothing in this Agreement will function to transfer any of either Party's intellectual property rights to the other Party.

16. CONFIDENTIALITY

Each of the Parties agree that (unless otherwise required by law), it shall not disclose to any other person the fact that the confidential information has been made available to the other Party, that discussions or negotiations took place concerning the proposed transaction under this Agreement between the Parties, or any of the terms, conditions or other facts with respect thereto (including the status thereof).

17. SETTLEMENT OF DISPUTES

17.1 Amicable Settlement: The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Agreement and the success of the assignment. The Parties shall use their best efforts to settle all disputes arising out of or in connection with this Agreement or its interpretation, amicably.

17.2 Dispute Resolution: Any dispute between the Parties as to matters arising pursuant to this Agreement that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified below.
17.3 Applicable Law and jurisdiction of Court: The Agreement with EDUQUITY shall be governed in accordance with the Laws of India and shall be subject to the exclusive jurisdiction of Courts in Delhi.

17.4 Mediation: In case of any dispute between the Parties in connection with this Agreement, the dispute shall be referred to recognized Mediation Centres in New Delhi or by a sole mediator accredited or certified by Delhi High Court of the Republic of India and/or appointed mutually by the Parties, who shall resolve the dispute through Mediation within 30 days from the date of referral.

17.5 Arbitration: Only on the event of failure to resolve the dispute through Mediation as provided above, disputes shall be settled by Arbitration in accordance with following provisions:

a. Selection of Arbitrators: Each dispute submitted by a party to Arbitration shall be heard by a sole Arbitrator. Secretary, Ministry of Education, Govt. of India will act as sole arbitrator.

b. The decision of the Arbitrator shall be binding on both the parties.

c. Each Party shall bear their respective cost of Arbitration. The place and jurisdiction of Arbitration shall be Delhi and language of Arbitration proceedings shall be in English language.

18. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF AGREEMENT

18.1 Effectiveness of Agreement

This Agreement shall come into effect on the date the Agreement is signed by all the Parties which shall be the Effective Date.

18.2 Commencement of Services

The EDUQUITY shall begin carrying out the Services from the effective date and time.

18.3 Expiration of Agreement

Unless terminated or determined earlier, this Agreement shall expire at the end of twelve months from the Effective Date on providing services by the EDUQUITY under this agreement successfully.

18.4 Modification or variation

Any modification or variation of the terms and conditions of this Agreement, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

18.5 Force Majeure:

a. Definition: For the purposes of this Agreement, "Force Majeure" an event which is beyond the reasonable control of a Party and which makes Party's performance of its obligations under the Agreement impossible or so impractical as to be considered impossible under the circumstances.

b. No Breach of Agreement: The failure of Party to fulfill any of its obligations under the Agreement shall not be considered to be a breach of, or default under this Agreement insofar as such failure directly arises from an event of Force Majeure, provided that the Party affected by such an event
c. has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Agreement, and

d. has informed the other Party as soon as possible about the occurrence of such an event.
e. Extension of Time: Any period within which a Party shall, pursuant to this Agreement, complete any action or task, may be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

19. TERMINATION

Either Party may terminate this Agreement in case of the occurrence of any of the event specified below and in such an occurrence; aggrieved Party shall give prior notice of two weeks to the other Party.

19.1 If breaching Party does not remedy a failure in the performance of their obligations under the Agreement, within seven days after being notified or within any further period as the aggrieved Party may have subsequently approved in writing.

19.2 If either Party becomes insolvent or bankrupt.

19.3 If Eduquity, in the judgment of the NTA/AICTE has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.

19.4 If, as the result of Force Majeure, either Party is unable to perform under this Agreement for a period of not less than fifteen days.

19.5 If either Party, in its discretion and for any reason what so ever, decides to terminate this Agreement.

19.6 If either Party fails to comply with any final decision reached as a result of arbitration proceedings.

19.7 The either Party commits a breach of any of the terms and conditions of the bid/Agreement.

19.8 The progress regarding execution of the Agreement is found to be unsatisfactory by either Party.

20. INDEMNITY AND LIMITATION OF LIABILITY

20.1 Each Party agrees to indemnify and hold harmless the other Party, affiliates, group companies, its directors, its employees, officers and agents from and against any claim, loss, liability or cost of any person, firm or corporation, including, without limitation, legal fees, arising out of any breach of warranty, representation, terms and conditions or undertakings or any obligation made by the defaulting Party in this Agreement, except in any corrupt or fraudulent practice(s)

20.2 The concerned Institute shall be solely liable for any claim raised on Eduquity, in the event the Personnel (i) do not admit any candidate holding a valid hall ticket / entry pass, or (ii) admit any candidate, without verifying his / her hall ticket / entry pass.

20.3 The concerned Institute acknowledges that, given the nature of the Activities, it is imperative for it and the Personnel to maintain confidentiality and uphold the security measures imposed at the Premises. Notwithstanding the above, it is understood and agreed that monetary damages would not be a sufficient remedy for a potential or actual breach of this Agreement and that, in addition to all other rights and remedies available under applicable law, Eduquity shall be entitled to apply
for specific performance and injunctive or other equitable relief as a remedy for any such potential or actual breach.

21. MISCELLANEOUS

21.1 This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions, and all other communications relating thereto. This Agreement may not be amended by the Parties, except by an instrument executed in writing by the Parties.

21.2 All communications under this Agreement ("Notices") shall be in writing and shall be sent by (i) registered mail (ii) personal delivery to the respective Parties at the addresses set forth in this Agreement, or (iii) electronic mail. Any Notice given in accordance with point (i) above, shall be deemed to have been given 3 days after having been mailed and notice given in accordance with point (iii) above, shall be deemed to have been given, upon dispatch and receipt by the recipient.

IN WITNESSES thereof, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first written above.

For and on behalf of

**All India Council for Technical Education**

Prof. Rajive Kumar
Member Secretary
AICTE, New Delhi

For and on behalf of

**National Testing Agency**

Shri Satish Chand Gupta
Director (Admin)
NTA, New Delhi

For and on behalf of

**Eduquity Career Technologies Private Limited**

Shri Dibya Ranjan Mahapatra
Chief Executive Officer
Eduquity, Bangalore
ANNEXURE - A

Facilities to be provided by the Institute for exclusive use of exam during the Usage Period:

The said Premises:

- Frisking facility for women candidates/separate room may be provided.
- Locker/room facility for candidates to keep the belongings.
- Reception Area for registration of candidates. (Area for establishing registration desk with systems @ one for 50 candidates).
- Seat number to be displayed on each computer desk.
- Waiting Area for candidates.
- Toilet facilities for male and female close to the computer labs.
- Canteen facilities if available.
- Room for the staff.
- Briefing Room.
- First Aid facilities.
- Firefighting & detection equipment in place and the building to be certified for use by the local fire regulating bodies.
- Safe Drinking water facility.
- Tables and chairs in good condition. There should not be any stools or broken furniture.
- Well ventilated rooms, functional fans in place.
- Proportionate space for parking of vehicles during examination time.
- Boundary wall of minimum height (6 feet & more) throughout the campus, with more than one main gate.
- For centers with PwD candidates: provide all facilities, at single location; however, at least one or more rooms should be on the ground floor to provide the PwD candidates a friendly movement facility. Special arrangement for PWD mandatory on the ground floor or lift facility to be available if rooms are not available on ground floor.
- There should be availability of wheelchair, ramp with handrails and separate toilet for PwD candidates.
- Covid-19 guidelines issued by Govt. of India may please be followed during the online examination.

Infrastructure: Systems and facilities:

- Dual Core/Core2Duo / Core i3, RAM 4 GB or higher, HDD 500 GB, 15 Monitor, Keyboard, Mouse and Network Interface Card, CPU Speed: 1.5 GHz or above.
- Windows 7(Service Pack-1 and Dot net Framework 4.0/above)/ Windows 8 / Windows 10 Operating systems (32 Bit, 64 Bit).
- Minimum IE version IE8 and above.
- All machines should have antivirus software installed and updated.
- The network switch should bind MAC address of the computers to be used during exam with ports and create separate VLAN just for the purpose of exam.
- The Windows OS should restrict policy of installing new software on the computer and also restricting P2P and remote access.
- The computers should not be older than 5 years
- All systems to be connected in a single LAN.
- UPS back up for all the systems for a minimum of 1 hr.
- Dedicated Diesel Generator (DG) supply to the amenities of a standard make which is always supported by valid AMC and service certificate for un-interrupted power supply for lighting, fans & equipment during the Test.
• CCTV coverage (CCTV footage data to collected and handed over to Eduquity HO).
• Air-conditioned server & UPS room.
• Broad band Internet connection of a minimum 4 Mbps.
• Separate space for registration desks with Proper lighting, LAN and Power Points.
• Temporary / Permanent Partitions between systems, partition space between two computers should be at least 1 meter.
• Separate place for placing examination servers.
• Printer.
• Separate server room with locking facility.

**Personnel:**

• One center Manager per 250 candidates.
• One network support Manager per 250 candidates.
• One System Administrator for 100 systems.
• Proctors/Invigilators @ 1 for 30 systems and minimum 2 in each Lab.
• Two Office boys (peons) per 100 candidates.
• One Electrician/Generator operator.
• One male and one female Security personnel per 100 candidates.
• Round the clock Security at all entry and exit points to the examination.

**Important Note:** All staff should be preferably permanent employees of the institutes and should produce valid ID card issued by the institution.

**Prof. Rajive Kumar**
Member Secretary
AICTE, New Delhi

**Shri Satish Chand Gupta**
Director (Admin)
NTA, New Delhi

**Shri Dibya Ranjan Mahapatra**
Chief Executive Officer
Eduquity, Bangalore
ANNEXURE - B

FEES

Nature of Fees: The Fees shall be per registered candidate for conducting the relevant Activities at the Premises of the institute.

Infrastructure Fees and Personnel Fees:

a) An amount of Rs. 60/- Per registered candidate and plus applicable taxes shall be payable towards the Infrastructure and Personnel received at the Premises. The internal distribution of the money can be finalized by head of the institution.

b) The Infrastructure Fees shall be paid by [Cheque / Demand draft / NEFT transfer] in favour of: Head of the Institution.

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AICTE, New Delhi

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NTA, New Delhi

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Eduquity, Bangalore