

iCarnegie

"IT PRO" PRODUCT PURCHASE AND MASTER SERVICES AGREEMENT

This AGREEMENT is made on the date and at the location agreed to between the Parties and provided in Annexure A of this Agreement (hereinafter referred to as the "Agreement").

Aspire Human Capital Management Pvt. Limited, a company incorporated under the Companies Act, 1956, having its office at Complex 70/39B, 2nd Floor, Tower A, Najafgarh Road, Opp. Police Station, Moti Nagar, New Delhi-110015, through its authorized signatory Mr. Amit Bhatia, (hereinafter referred to as the "Aspire", which expression shall, unless it is excluded by or repugnant to the context, include its successors and it's permitted assigns) OF THE FIRST PART.

AND Techno India NIR Institute of Technology, Udaipur

Institution, (hereinafter referred to as the "Institution") specified in Annexure A (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and legal representatives) represented by the Authorized Signatory as provided in Annexure A of this Agreement, OF THE SECOND PART.

WHEREAS Aspire is a education company providing embedded employability, technical and vocational education training, and career management services in campuses and corporations;

AND WHEREAS the Institution is an entity as described in Annexure A of this Agreement which provides specialized industry focused programmes to various students enrolled with various educational institutes.

AND WHEREAS, Aspire on 15 November, 2010 has entered into a Representation & License Agreement ("RLA") with iCarnegie Inc. (hereinafter referred to as "iCarnegie"), which is a well established education company situated in United States of America, for promoting and selling iCarnegie's educational products within the territory of India.

AND V. HEREAS in pursuance of the RLA, the Institution has approached Aspire and Aspire has shown interest in launching, selling and imparting the Courses in the Territory.

AND WHEREAS based on the representation and warranties given by the Parties, Aspire has agreed to grant the right and the Institution has agreed to accept such right on non-transferable and non-exclusive basis, for imparting iCarnegie Courses (as defined below) with the assistance of Aspire within their campus (as defined below) as per the terms and conditions as set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS AND PROMISES MADE HEREINAFTER THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires, the following words shall have the meaning ascribed thereto elsewhere in this Agreement:

"Agreement" means this Master Services Agreement.

"Business Day" means the days on which the Institution and Aspire are open for business as defined in this Agreement subject to the relevant local laws applicable to them either jointly or separately.

"Academic Year" means a year (period of 365 days) starting from July 1 of a year to June 30 of the next year with respect to the university.

"Courses" shall mean the courses developed for colleges by iCarnegie from time to time, including materials more appropriately provided in Annexure A1 to this Agreement.

"Confidential Information" means any data, databases, technical or scientific information relating to current or future products/services/research, business or marketing plans or projections, earnings and other financial data, personnel information, including executive and organizational changes, intellectual property, software, computer systems and programs, and policies and procedures, manual, system, information, user and training manual, software or document (whether technical or commercial) relating to the activities of imparting training and education and of rights and obligations of Parties pursuant hereunder recorded on paper, tape, disc or any mechanical or electronic device or any such other medium as may be communicated by Parties or any other oral or written communication made by Parties pursuant hereunder.

Confidential Information does not include -

- i. items/ information which have become publicly known and made generally available through no wrongful act of either Party; or
- ii. information which have become publicly known and made generally available through an act of a third party who were not under confidentiality obligations under this Agreement; or
- iii. any submission required and directed by the Court of Law.

"Commencement Date" means the date as specified in Annexure A.

"Enrollment Fees" means the fees payable per Course and more appropriately described in Annexure B of this Agreement.

"iCarnegie License Agreement" means the draft agreement as provided in Annexure C of this Agreement to be entered between iCarnegie and the Institution.

"iCarnegie Marks" means all intellectual property rights owned or licensed at present or in the future to be owned by iCarnegie including but not limited to marks, trade marks, trade names, copyrights, marks, technical know-how, processes and designs whether registered or not.

"Intellectual Property" shall mean any material, goods, services, processes, methods, licenses, permissions, agreements, content, proprietary information, patents, trademark rights, technology, utility model, registered design, know-how, trade secrets, data bases, industrial processes, source codes, copyrights (including rights in computer software), other materials and services used in imparting the Courses and in providing Program Support and any other intellectual or industrial property rights (whether registered or unregistered) subsisting or recognised under the applicable law or laws of any other applicable jurisdiction, licensed to, or owned by Aspire or iCarnegie as the case may be;

"Marketing Guidelines" shall mean the guidelines as laid down by iCarnegie in Table A of Annexure D and guidelines laid by Aspire in Table B of Annexure D of this Agreement.

"Party" means individually the Institution or Aspire.

"Parties" means jointly both the Institution and Aspire.

"Program Support" means the services covered under Program Support Fees enumerated in Annexure B of this Agreement to be provided by iCarnegie and Aspire under the iCarnegie License Agreement, this Agreement or any other agreement or understanding.

"Program Support Fees" shall have the same meaning as provided in Table A of Annexure B.

"Students" means individual's who enroll for a Course or Courses.

"Territory" means the Institution's campus.

1.2 Interpretation

- (a) The title of this Agreement and its headings are used for convenience only and shall not affect the interpretation of this Agreement.
- (b) In this Agreement, (unless the context specifies otherwise), reference to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other genders.
- (c) In this Agreement, (unless the context specifies otherwise), reference to an individual shall include his personal representative, successor or legal heir.
- (d) a reference to a Clause, or Annexure is a reference to a clause or annexure to this Agreement and a reference to this Agreement includes any Annexures;
- (e) a reference to a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, altered, modified or replaced from time to time;

- (f) references to the word "includes" or "including" are to be construed without limitation;
- (g) all references to this Agreement include a reference to this agreement along with all its attachments, schedules and annexure as amended, supplemented, substituted, novated, modified or assigned from time to time;
- (h) references to knowledge, information, belief or awareness of any person shall be deemed to include such knowledge, information, belief or awareness such person would have if such person had made due enquiries;
- (i) where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings;
- (j) words and abbreviations used in this Agreement, which have well known technical, trade or commercial meaning shall be interpreted in accordance with such meanings; and
- (k) references to any law (including statute or statutory provisions, order, bye-law, rules, regulations, delegated legislation) herein shall be construed as references to that law as amended, supplemented, interpreted or re-enacted or as their application is modified from time to time by other provisions, whether before or after the date of this Agreement, and shall include any orders, regulations, instruments or other subordinate legislation under the relevant law.

2. GRANT OF RIGHTS

- 2.1 Aspire in furtherance to the RLA, hereby grants the non-transferable and non-exclusive right to impart the Courses with the assistance of Aspire within the Territory, on the terms and conditions contained in this Agreement (including iCarnegie License Agreement and Marketing Guidelines). The Courses as outlined in Annexure A1 and new products as launched from time to time will be appended to this annexure. It is clarified that increase in the courses/products provided by Aspire may result in alteration/adjustment in the Minimum Commitment.
- 2.2 The Institution agrees to provide a minimum enrollment commitment in the terms provided in Table B of Annexure B attached with this Agreement ("Minimum Commitment"). A variation of 10% is permissible in the Minimum Commitment. In the event that there is a variation beyond 10%, both the Parties shall in writing mutually agree to the permissible variation and the consequential changes in the financial commitments and obligations under this Agreement.
- 2.3 The Institution shall enter into a course license agreement directly with iCarnegie pursuant to the execution of this Agreement in the format provided in Annexure C ("iCarnegie License Agreement"). For the purpose of this Agreement, it is clarified that the iCarnegie License Agreement as stated in Annexure C be considered as part of the terms of this Agreement.
- 2.4 Aspire grants the Institution the following rights in the Territory:
 - (a) Conduct activities as permissible under this Agreement, the RLA and the iCarnegie License Agreement (as mentioned in Annexure C) to impart Courses to its Students.
 - (b) Market and advertise the Courses, subject to the restrictions and conditions provided in the Marketing Guidelines annexed with this Agreement in Table A of Annexure D. In carrying out any marketing and publicity activities, the Institution shall also comply with marketing guidelines of Aspire provided in Table B of Annexure D of this Agreement. In addition to other approvals or permissions required under the iCarnegie License Agreement, the Institution will also take prior written approval of Aspire before undertaking any marketing or promotional activities relating to

or using Aspire's or iCarnegie's name, logo and other Intellectual Property. Aspire shall revert back to the Institution within 15 working days of the date when request is made by latter.

- 2.5 Pursuant to the RLA, the iCarnegie License Agreement and the rights granted under this Agreement Aspire and iCarnegie will provide Program Support to the Institution. Aspire and iCarnegie will provide Program Support in the manner mutually agreed to between them. The responsibilities of the Parties and iCarnegie are enumerated in Annexure E of this Agreement.

3. TERM AND RENEWAL

This Agreement is valid from the Commencement Date till the end of the fifth Academic (hereinafter referred to as the "Term") unless terminated earlier in accordance with this Agreement. The Parties agree that this Agreement may be extended or renewed for a further period of 5 (five) years by mutual agreement in writing, subject to the terms and conditions agreed between the Parties.

5 years

4. ROLE AND RESPONSIBILITIES OF PARTIES

- 4.1 The roles and responsibilities of the Parties i.e. Aspire and the Institution and iCarnegie as agreed are provided in Table A, Table B and Table C respectively of Annexure E of this Agreement.
- 4.2 It is agreed between the Parties that the activities intended under this Agreement are service based activities and, therefore, the endeavour of the Parties should be to perform the roles and responsibilities assigned to them with utmost diligence. For the purposes of clarity and transparency the various intended activities are divided into high importance, medium importance and low importance which are illustrated in Annexure F of this Agreement. It is pertinent to mention that the activities provided in Annexure F are indicative and there can be additions or deletions in the table subject to mutual written consent of the Parties.

5. CONSIDERATION

- 5.1 The Institution will pay Aspire recurring, annual non-refundable start-up fees of the amount mentioned in Annexure B of this Agreement *vide* cheque/demand draft on the terms stated in Annexure B of this Agreement in lieu of materials and services provided to the Institution herein. Further, the Institution will pay an annual non refundable Program Support Fees of the amount and at the rate specified in Annexure B of this Agreement upon completion of each 12 (month) term of this Agreement. The materials and services offered under the annual Program Support Fees are provided under Table A of Annexure of this Agreement. It is clarified that the start-up fees paid above includes the materials and services covered under the Program Support Fees for the first Academic Year.
- 5.2 The Institution shall also pay the service fee as mentioned in Annexure B relating to training of any instructors and trainers. Such fees shall be paid thirty (30) days in advance from the date of commencement of such training.
- 5.3 The Institution will bear the cost of reimbursing the expense of the travel of iCarnegie and academicians to the Institution campus twice every year. In addition all expenses incurred by Aspire or iCarnegie with the prior approval of the Institution will be reimbursed by the Institution.
- 5.4 The Institution shall also pay Aspire the Enrollment Fees of amount specified in Annexure B of this Agreement. This Enrollment Fees shall be paid per Student per Course and will be charged from every Student who enrolls for a Course. Such fees will be subsequently remitted to Aspire in accordance with the payment calendar as provided in Table D of Annexure B, which enumerates the various due dates by which the payment shall be made by the Institution to Aspire.

Payment of timely Enrollment Fees will ensure the Institution gets uninterrupted Program Support.

5.5 It is agreed by the Parties that the above payments will be paid by the Institution to Aspire based on the invoices raised by Aspire. The Institution will pay to Aspire within 30 (thirty) Business Days of receiving the invoice(s).

5.6 Without prejudice to any other right or remedy that it may have, if the Institution fails to pay Aspire on the due date, Aspire may:

(a) charge interest on such sum from the due date for payment at the annual rate of 24% (twenty four percent), accruing on a daily basis and being compounded quarterly until payment is made and the Institution shall pay the interest immediately on demand; and

(b) suspend all the services, materials, Program Support and any other assistance being provided under this Agreement, until payment has been made in full.

5.7 The Institution will pay the actual cost in Indian Rupees for any restructuring of any Course tailored to meet the Institution's requirements. It is also clarified that all physical kits required for the programs will have to be purchased by the Institution and are not covered in the consideration above.

5.8 All amounts mentioned in this Agreement are exclusive of service tax or any other tax that may be applicable in India. Taxes, if any, which Aspire is liable to pay in accordance with the applicable law in connection with the services, shall be to the cost of the Institution and Aspire will recover the same from the Institution on actual basis in its invoice;

5.9 All the payments from the Institution shall be subject to withholding tax as per prevailing laws and the Institution shall provide copies of tax deduction certificates to Aspire according to income tax regulations.

6. REPRESENTATIONS AND WARRANTIES

6.1 Aspire represents and warrants that it,

(a) has full power and authority to enter into this Agreement and grant the rights under this Agreement;

(b) shall upon termination of this Agreement, promptly deliver to the Institution all correspondence, documents, papers and records on all media (and all copies or abstracts of them) and all other materials belonging to the Institution.

6.2 The Institution represents and warrants that it:

(a) has full power and authority to enter into this Agreement and perform its obligations under this Agreement;

(b) shall ensure that all consideration and fees are paid to Aspire within the timelines agreed to by the Parties, in terms of this Agreement;

(c) shall not register, or attempt to register, any right in the Intellectual Property in any country; and

(d) shall, during the term of this Agreement and after termination hereof, execute such documents as Aspire may request from time to time to ensure that all right, title and interest in and to the Intellectual Property reside with Aspire or iCarnegie as the case may be.

7. INTELLECTUAL PROPERTY

- 7.1 Either Party shall not use the intellectual property including logos, trademark, tradename, proprietary training materials of the other Party for any purpose other than as provided under this Agreement and without prior written approval from other Party.
- 7.2 Both the Parties hereto acknowledge that nothing contained in this Agreement amounts to any transfer of rights, title or proprietary interest in any intellectual property rights which are owned and possessed by the Institution, Aspire or iCarnegie under the RLA and the iCarnegie Course License Agreement which is annexed to this Agreement as Annexure C.
- 7.3 Notwithstanding anything contained herein, both the Parties hereby warrant, covenant and undertake that at no time, during the term of the Agreement, or post the expiry / termination of this Agreement, for whatever reason, the Parties shall make or be entitled to make any claim to the respective marks of the other Party as the case may be; nor shall the Parties use a part of the style of the other Party's business any name(s), marks or logo(s), designs, instructor manuals, training manuals, software's, technical know-how, or sign(s), which is or which are deceptively or confusingly similar to each others mark.

8. GENERAL OBLIGATIONS & RIGHTS OF THE PARTIES

8.1 Media and Advertisement

The Institution shall be able to advertise as per iCarnegie Marketing Guidelines in Table A of Annexure D and Aspire guidelines provided in Table B of Annexure D of this Agreement.

8.2 Confidentiality and Secrecy

- (a) Both the Institution and Aspire agree that they will call their respective agents, representatives, affiliates, subsidiaries, employees, officers and directors, as the case may be, to treat and hold the Confidential Information of the Institution, Aspire and iCarnegie with all reasonable care and protection as they would provide to their own Confidential Information and shall not disclose or provide access to anybody.
- (b) Both the Parties hereto agree that certain Confidential Information may be made available to the other Party in confidence and, therefore, the recipient Party shall not divulge any such Confidential Information, secrets and procedures or exhibit any portion or part thereof to any person other than its employees.
- (c) Both the Parties shall furnish as soon as practicable to the other following termination of this Agreement for whatever reason, any and all copies (in whatever form or medium) of all Confidential Information then in the possession of recipient Party or any of its agents, representatives, affiliates, subsidiaries, employees, officers and directors and thereafter within 15 days of termination/expiration of the Agreement return any and all Confidential Information (in whatever form or medium) along with all the copies then in the possession of recipient Party or any of its agents, representatives, affiliates, subsidiaries, employees, officers and directors.

Without prejudice to its other obligations under this Agreement, the Institution undertakes as under:

- (a) To ensure that nothing is done or omitted to be done by it or any of its agents, representatives, affiliates, subsidiaries, employees, officers and directors which may affect the reputation of the Aspire or iCarnegie, their Intellectual Property rights in or outside the Territory. Further, promptly inform Aspire of any matter that may affect or assist with the exploitation of the Courses inside the Territory.
- (b) At all times adhere to any standards or procedures set out mutually by Aspire and iCarnegie.
- (c) To apprise Aspire well in advance of the likely happening or immediately after the happenings of any events, as the case may be, which may adversely affect the conduct of the Courses or any adverse action taken or threatened against it by government or any other authority.
- (d) To ensure at all times that no unauthorized copy or infringement of the Courses is made by any person, whether associated directly or indirectly with the Institution or any of its agents, representatives, affiliates, subsidiaries, employees, officers and directors.
- (e) To comply with all applicable laws and regulations including laws relating to intellectual property rights and copyrights, in respect of Confidential Information and so on.
- (f) Not to give any interview to or interact with the media / press or submit any material to the media / press, without the prior written approval of Aspire.

8.4 Rewards and Recognition

Aspire may at its sole discretion hold a Rewards and Recognitions program for the faculty, trainers and students of the Institution to reward and recognize their efforts and work and the Institution shall provide its full and continued support and assistance in providing such rewards and recognition.

9. ASSIGNMENT AND TRANSFER

Neither Party shall assign, transfer, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other Party.

10. INDEMNIFICATION

The Parties shall, at its own cost and expense, indemnify, defend or settle, and hold the other Party free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorneys' fees and court costs, relating to, resulting from or in any way arising out of:

- A. breach of any of its obligations, representations or warranties contained herein;
- B. any misconduct, misrepresentation or negligence in performing the its obligations;
- C. any claim, suit or proceeding brought by any third party for any harm, loss or injury suffered by any third party arising from or out of the performance or non performance of the obligations ;
- D. any action of the Party not authorized or permitted under the Agreement.

Both Parties agree that under no circumstances will the financial liability of each Party will exceed last 12 (twelve) months of their revenue net of taxes. under this Agreement.

11. NON SOLICITATION

It is agreed between both the Parties that during the Term of this Agreement and for a period of 12 (twelve) months thereafter, directly or indirectly, not hire or attempt to hire for any purpose whatsoever (whether as an employee, consultant, advisor, independent contractor or otherwise) any employee of the other Party who had been working with the other Party during the currency of this Agreement.

12. TERMINATION

a. General Terms

- i. Subject to the other provisions of this Agreement, the rights granted under this Agreement shall remain in force and effect for the Term specified unless otherwise mutually agreed upon in writing between the Parties.
- ii. Notwithstanding Clause 5.6 of this Agreement, in case of a material default (For example non-payment of dues from the Institution to Aspire), non-defaulting Party will have the right to forthwith terminate this Agreement provided, a 45 (forty five) days prior written notice was served on the defaulting Party and the said breach was not rectified within the prescribed time period.
- iii. Termination shall not affect Aspire's rights with respect to services already performed, materials already provided, amounts and obligations due under this Agreement, including in particular, the Institution's obligations with respect to confidential information and intellectual property. Such amounts shall become immediately due upon termination of this Agreement.
- iv. Notwithstanding anything contained in this Agreement, Aspire shall have the right to forthwith terminate this Agreement, if the Institution is unable to comply with the Minimum Commitment for 2 (two) Academic Years or alter the commercial terms of this Agreement in writing.

b. Termination under special circumstances

Notwithstanding the provisions of the preceding sub-clauses of this Clause the Parties may immediately terminate the Agreement if any Party:

- i. becomes bankrupt or insolvent ; or
- ii. the Institution fails to pay any amount due under this Agreement on the due date for payment and remains in default for more than 30 (thirty) days after being notified in writing of such default;
- iii. the Institution repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify in Aspire's opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.
- iv. is convicted of a criminal offence; or
- v. is fraudulent in connection with the performance of obligations and responsibilities under this Agreement; or

In case the termination is traced to a deficiency of the Institution, iCarnegie and Aspire will ensure that all enrolled students at the Institution get to complete the whole Course or part of the Course.

as desired by the Institution under this Agreement. Aspire and iCarnegie will ensure that all services under this Agreement continue uninterrupted provided that all the amounts due under this Agreement (" Fees") are duly paid.

In case the termination is due to valid cause traced to a deficiency of iCarnegie/Aspire, Aspire and iCarnegie will ensure that all enrolled Students of the Institution get to complete the whole Course as desired by the Institution.

c. Consequences of Termination

Notwithstanding the circumstances in which, or the reasons for which, such has occurred, following termination of this Agreement, the following provisions shall apply: -

- i. The Parties shall not use or claim any right, title or interest of whatever description in the intellectual property rights, technical know-how or Confidential Information of the other Party or iCarnegie.
- ii. The Parties shall not adopt, register or use any mark deceptively similar to the marks of the other Party or iCarnegie.
- iii. With effect from the termination date, both the Parties shall not be entitled to make use of its association with the Marks of the other Party or iCarnegie Marks in any manner.
- iv. In case, of any payment due under this Agreement, the Institution shall within 30 (thirty) Business Days from the termination of the Agreement make all payments to Aspire.

d. Upon termination of this Agreement (however arising) the following Clauses shall survive and continue in full force and effect:

- a) Clause 12
- b) Clause 14
- c) Clause 7
- d) Clause 8.2
- e) Clause 15
- f) Clause 16
- g) Clause 10

13. FORCE MAJEURE

13.1 A Party, provided that has complied with the provisions of this Clause, shall not be in breach of this Agreement, nor liable for any failure or delay in performance of any obligations under this Agreement arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("*Force Majeure Event*"), including but not limited to any of the following:

- a) acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
- b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- c) terrorist attack, civil war, civil commotion or riots;
- d) nuclear, chemical or biological contamination or sonic boom.

- e) fire, explosion or accidental damage;
- f) extreme adverse weather conditions;
- g) collapse of building structures, failure of plant machinery, machinery, computers or vehicles.

13.2 The corresponding obligations of the other Party will be suspended to the same extent.

13.3 Any Party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:

- a) it promptly notifies the other Party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
- b) it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
- c) it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

13.4 If the Force Majeure Event prevails for a continuous period of more than 6 (six) months, either Party may terminate this Agreement by giving 15 (fifteen) days written notice to all the other Party. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of this Agreement occurring prior to such termination.

14. DISPUTE RESOLUTION

14.1 All claims, disputes, differences or disagreements of whatsoever nature arising out of, in connection with or in relation to this Agreement whether during its term or after expiry thereof or prior termination, shall be first amicably settled between Aspire and the Institution within the time frame as provided herein below:

Matters categorized as High importance	To be resolved within 3 Business Day
Matters categorized as Medium Importance	To be resolve within 10 Business Days
Matters categorized as Low importance	To be resolve within 30 Business Days

14.2 In the event of a failure to reach a settlement by mutual discussions and negotiation, the following officials of Aspire and iCarnegie shall be informed :

A. For Aspire (Any Two)

Name	Designation	Email	Tel No
Rohit Bhatia	CFO	Rohit.bhatia@aspireindia.org	+91 9899114435
Amit Bhatia	CEO	Amit.bhatia@aspireindia.org	+91 9818900400

B. For iCarnegie (Any Two)

Name	Designation	email	Tel No
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Gil Taran	CEO	gtaran@icarnegie.com	+ 1 4122259669

In the event of a failure to reach a settlement by mutual discussion and negotiation, the officials of the Institution as mentioned in Annexure A shall be informed.

- 14.3 In case, the disputes are not resolved by mutual discussions and negotiation within sixty (60) days of commencement of such negotiations, either of the Parties shall be free to refer such dispute to arbitration under the Arbitration and Conciliation Act, 1996 to an arbitral tribunal comprising of 3 (three) arbitrators, wherein, both the Parties shall appoint an arbitrator each and the two designated arbitrators shall mutually appoint a third arbitrator who shall be the presiding arbitrator. The decision and award shall be final and binding between the parties. The language of the arbitration shall be English and the venue shall be New Delhi.

15. GOVERNING LAW AND JURISDICTION

- 15.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of India.
- 15.2 The Parties irrevocably agree that the courts of New Delhi shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.

16. NOTICE

Any notice/ letter/ correspondence either through registered post/overnight courier/ e-mail shall be delivered/ served at the corporate address of the Parties as stated in Annexure A of this Agreement.

17. MISCELLANEOUS PROVISIONS

- a. **Entire Agreement:** This Agreement constitutes the entire Agreement between the Parties and shall prevail over any other agreement relating to the subject matter hereof. The Parties declare that they rely upon no representations, conditions, or warranties on the part of the other Parties except as herein contained.
- b. **Expenses:** Save as expressly otherwise provided herein, each of the Parties shall bear its own legal, and other costs, charges and expenses connected with the negotiation, preparation and execution of this Agreement or any other agreement incidental to or referred to in this Agreement including all administrative and operational expenses such as travel, boarding and lodging, incidentals etc.
- c. **Severability:** Each of the provisions contained in this Agreement shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.
- d. **Amendment:** This Agreement may not be amended or modified except by an instrument in writing signed by both the Parties.
- e. **No Third Party Beneficiaries:** This Agreement is solely for the benefit of the Parties hereto and no provision of this Agreement shall be deemed to confer upon third parties any remedy,

claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

- f. **Waiver:** Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by applicable law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.
- g. **Audit:** In order to maintain transparency, Aspire shall at its own cost have the right to conduct academic audits annually on the Institution and the Institution will extend full cooperation to Aspire.

IN WITNESS WHEREOF, the Parties have set their hands and seals hereto on the day and date first mentioned.

Witnesses:

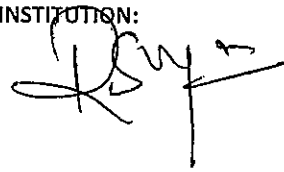
1.

ASPIRE:



2.

INSTITUTION:



ANNEXURE A

1	Institution Name	Techno India NJR Institute of Technology
2	Institution Address /Corporate Office address	Plot – SPL-T Bhamashah (RIICO) Industrial Area, Kaladwas, Udaipur 313001 (Rajasthan) India
3	Product	ITPro
4	Commencement date	Jan 2012
5	Type of Institution (Pvt Ltd./Trust/Others and name of such Co./Trust/Others	Trust
6	Licensed Location	Plot – SPL-T Bhamashah (RIICO) Industrial Area, Kaladwas, Udaipur 313001 (Rajasthan) India
7	Term of the agreement	5 Years
8	Contact information for providing notice & Other communication to Institution/University (Clause 19.1(c))	Attention: Tel No: +91 294 2650214 - 17 Fax No: +91 294 2650218 E-Mail: technonjr@gmail.com
9	Details of people to be contacted for Operational Issues (Clause 5.4)	As per Matrix below

From Aspire			
Name	Designation	E mail	Phone
Alok Jain	COO	Alok.jain@aspireindia.org	+91 9810280451
Manish Jain	SVP-Client Delivery	Manish.jain@aspireindia.org	+91 9711200661
Amit Bhatia	CEO	Amit.bhatia@aspireindia.org	+91 9818900400

From Institute			
Name	Designation	E mail	Phone
R. S. Vyas	Director	technonjr@gmail.com	86969 32700
Piyush Javeria	Asst. Professor	piyush.javeria@gmail.com	86969 32742
Manmohan Sharma	Asst. Professor	manmohan.manu@gmail.com	86969 32746

10	Details of people to be contacted for Payment/Issues /Tax / TDS (Clause 5.4)	As per Matrix below
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From Institution			
Name	Designation	E mail	Phone

11	Annual Support Fee	Waived (for services as per Table "A")
12	Train The Trainer Fee	INR 98,000 per trainer (Waived for First & Second round Training)
13	Number of Trainers to be trained	3 in the first round and 3 in the second round
14	Student/Course Fee	USD 150 per student
15	Minimum Commitment	As per Table B
16	Payment Calendar	As per Table C
17	Detail of Representatives to whom notice shall be provided under clause 16	As per Matrix below

Party	Name	Designation	Email	Fax No	Address
Aspire Human Capital Management Pvt Ltd	Amit Bhatia	COO	amit.bhatia@aspireindia.org	+ 91 124 4508122	70-39/B, 2nd Floor, Tower A, K L J Complex, Najaf Garh Road, Opposite Police Station Moti Nagar, New Delhi-1100015
Institution					

ANNEXURE A1

Description of the Courses

1B HIGHER EDUCATION PRODUCTS IN COMPUTER SCIENCE

1. Computing and Problem Solving
2. Application Development
3. Application Design Choices
4. Performance, Data Structures and Algorithms
5. Architecture and Design
6. Database and Client/Server Applications
7. Human/Computer Interaction and Communication
8. Project Management
9. Networking and Security
10. Computer Systems
11. Managing Technical People
12. Personal and Team Processes

1C. A New Front-End Engineering (F2E) Certificate Program

Three Course Structure

Course 1: Layered Semantic Markup—Structure & Presentation Layers (150 hours)

- HTML
- CSS
- YUI Fonts and Grids

Course 2: Layered Semantic Markup—The Behavioral Layer (150 hours)

- Core JavaScript
- JavaScript Objects and Inheritance
- DOM Manipulation
- AJAX

Course 3: Advanced Front-End Development (150 hours)

- Advanced JavaScript Design Patterns
- Accessibility
- Security

TABLE A: Annual Program Support Fees

Outlined below are the various services covered under Program Support Fees to be provided by iCarnegie or Aspire under iCarnegie License Agreement or this Agreement respectively:

1. Hosting
2. Mentoring (Web Based)
3. Marketing consulting
4. iCarnegie software support
5. Course updates
6. Instructor development (Web Based)
7. Two lectures will be broadcasted over Web in a year for students
8. Learning management system
9. System/software upgrades

TABLE B: Minimum Commitment Details

Month		Semesters											
		1	2	Break	3	4	Break	5	6	Break	7	8	
Jan'12	Course												8,12
	Students												80
Jun'12	Course												
	Students												
Sep'12	Course				1			3				8	
	Students				50			40				40	
Jan'13	Course					2			4				12
	Students					50			40				40
Jun'13	Course												
	Students												
Sep'13	Course				1			3				7	
	Students				100			50				40	
Jan'14	Course					2			4				8
	Students					100			50				40
Jun'14	Course												
	Students												
Sep'14	Course				1			3				8	
	Students				100			100				50	
Jan'15	Course					2			4				12
	Students					100			100				50
Jun'15	Course										7		
	Students										100		
Sep'15	Course				1			3				8	
	Students				100			100				100	
Jan'16	Course					2			4				12
	Students					100			100				100
Jun'16	Course										7		
	Students										100		
Sep'16	Course				1			3				8	
	Students				100			100				100	

TABLE C: PAYMENT CALENDAR

Month	Students	Amount (INR)
Oct'11	80	588,000
Apr'12	0	0
Jul'12	130	955,500
Nov'12	130	955,500
Apr'13	0	0
Jul'13	190	1,396,500
Nov'13	190	1,396,500
Apr'14	50	367,500
Jul'14	250	1,837,500
Nov'14	250	1,837,500
Apr'15	100	735,000
Jul'15	300	2,205,000
Nov'15	300	2,205,000
Apr'16	100	735,000
Jul'16	300	2,205,000

→ 40 students in 13-14.

ANNEXURE C

(iCarnegie License Agreement)

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ANNEXURE D

Table A
(iCarnegie Marketing Guidelines)

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ANNEXURE D

Table B
(Aspire marketing guidelines)

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