



भारत MAHARASHTRA

सौ. कांचन हर्षद बांगळे

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परवाना क्रमांक २२२/१५६

वांद्रे कोर्टासमोर, अ.क.स.मार्ग,

21 MAR 2013

वांद्रे (पूर्व), मुंबई - ४०००८६

श्री/श्रीमती/मेसर्स.....

यांना रु.

Arrina Education Services Pvt. Ltd
7th Floor, Bhaveshwar Arcade,
L.B.S. Marg, Ghatkopar - (W),
Mumbai - 400086, Maharashtra, INDIA

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प्रधान मुद्रांक कार्यालय मुंबई
प. मु. विक्रेता क्र. २२२
18 MAR 2013
सक्षम अधिकारी

श्री. विनोद मंदुरकर

परवाना धारक मुद्रांक विक्रेता

AGREEMENT FOR DELIVERY OF SHRM INDIA PROGRAMS TO INSTITUTION STUDENTS

This AGREEMENT is entered into effective the Eleventh June, 2013, by and between Arrina Education Services Private Limited (TALENTEGE), a Company incorporated under the Indian Companies Act, 1956 having its Registered Office at 7th Floor, Bhaveshwar Arcade, LBS Marg, Ghatkopar West, Mumbai – 400086 or its subsidiary which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns, hereinafter referred to as “Distributor” and Techno India NJR Institute Of Technology, Udaipur hereinafter referred to as the “INSTITUTION”.

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WHEREAS, both parties desire that the Distributor cause SHRM India to deliver within the INSTITUTION'S classroom facilities to the INSTITUTION'S students certain SHRM INDIA programs described herein, utilizing SHRM INDIA copyrighted student materials therefore, all in accordance with the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

I. Definitions

- A. "SHRM India HR Integration Program For Engineers" – That training course which Distributor shall cause to be delivered by SHRM India hereunder to INSTITUTION'S final year engineering students utilizing course materials owned by SHRM India, said Program to consist of (i) 60 hours of SHRM HR SME led training and HR Lead interaction (ii) SHRM India Certificate which shall be granted to those students taking such Program; and (iii) if listed in Exhibit A hereto, HR conclave which shall be delivered at the INSTITUTION within 3 months after completion of the course, bringing together the students who took such course with around 15 middle and senior level managers for every batch of 150 students enrolled for SHRM HR Integration Program.
- B. "The "SHRM INDIA Programs" - The SHRM India HR Integration Program for Engineers shall on occasion hereafter be referred to collectively as the "SHRM INDIA Programs."

II. Procedures To Agree Upon Delivery of Specific SHRM India Programs

From time to time where Distributor and INSTITUTION agree to have Distributor cause SHRM INDIA to deliver SHRM INDIA Programs to INSTITUTION students, Distributor and INSTITUTION shall sign and attach hereto an Exhibit A for the SHRM India HR Integration Program For Engineers In particular such Exhibit A shall set forth: (i) the number of students to take the covered SHRM INDIA Program (at least 150 in the case of SHRM India HR Integration Program For Engineers) (ii) the dates and times for such SHRM INDIA Program, (iii) the address of the Institution at which the course will be given and the address to which the course materials should be delivered (iv) the fee per student to be paid by INSTITUTION to Distributor for delivery of such specific SHRM INDIA Program; and (v) the payment schedule for such fee.

III Responsibilities & Obligations of Distributor w.r.t Delivery of SHRM INDIA Programs

- A. Where the parties do agree under Section II above for Distributor to cause SHRM INDIA to deliver a specific SHRM INDIA Program, Distributor shall be responsible for having SHRM India do the following with respect to such SHRM INDIA Program:

1. Delivering to the INSTITUTION a set of course materials for the course for each student for which a fee is being paid by INSTITUTION to SHRM INDIA hereunder.
2. Providing a qualified Instructor for the course
3. Collecting and compiling course and instructor evaluation forms for each course.
4. If listed in Exhibit A hereto, arranging for the follow-up conclave(s) for the students in such course
5. Issuing a SHRM INDIA Certificate to those students who complete the course.
6. Inviting INSTITUTION to SHRM forums and facilitating HR connects with the INSTITUTIONS through the forum.

IV Responsibilities & Obligations of INSTITUTION w.r.t Delivery Of SHRM INDIA Programs

- A. Where the parties do agree under Section II above for Distributor to cause SHRM India to deliver a specific SHRM INDIA Program, INSTITUTION shall be responsible for doing the following with respect to such SHRM INDIA Program:
1. Provide a classroom facility at the Institution. Classroom facilities shall be of a nature befitting the highest caliber of SHRM INDIA's and INSTITUTION's reputation.
 2. Obtaining any applicable and required licenses (if required) for delivery of the course
 3. Providing SHRM India within **30 days** before the course a roster of students attending such course.
 4. Paying Distributor the fee per student set forth in the applicable Exhibit A within the time period set forth in such Exhibit A.

V. Ownership of SHRM INDIA Program Materials

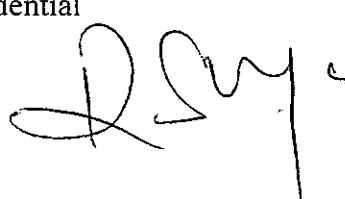
SHRM INDIA is the exclusive owner of the copyright in the course materials for the SHRM India HR Integration Program. As such, SHRM INDIA has the exclusive right, without limitation, to copy, reproduce, translate or create works from such materials. INSTITUTION shall not take any actions that infringe on SHRM INDIA's exclusive rights in such materials. INSTITUTION shall bring to the attention of SHRM INDIA any matters of which INSTITUTION becomes aware that appear to arise to an infringement of SHRM INDIA's copyrighted interest in such materials; and INSTITUTION shall provide reasonable assistance to SHRM INDIA to prevent infringement and cause a cessation of infringement when discovered.

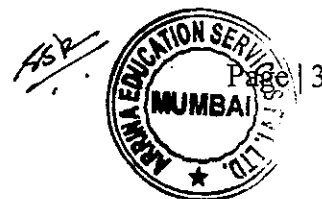
VI. Branding

The course materials for the SHRM INDIA Programs shall be branded as the "SHRM India HR Integration Program for Engineers" recognizing that the courses are delivered through the INSTITUTION.

VII. Use of Trademarks

For the duration of this Agreement, INSTITUTION may by this sublicense from Distributor (which has a license from SHRM India to grant such sublicense) use those of SHRM India's (or





SHRM India's licensor's) trademarks set forth as Exhibit B hereto solely for the purpose of publicizing the delivery of the SHRM INDIA Programs hereunder; provided however that no development or promotion materials bearing SHRM India's (or its licensor's) trademarks may be used by the INSTITUTION without prior review and approval of SHRM India, which approval will not be unreasonably withheld or delayed; and provided further that the INSTITUTION's use of SHRM INDIA's (or its licensor's) trademarks shall comply with the graphics standards which have been provided by SHRM India. For the duration of this Agreement, INSTITUTION hereby licenses to Distributor the right to sublicense to SHRM India the right to use those of the INSTITUTION's trademarks set forth as Exhibit D hereto solely for the purpose of delivering the SHRM INDIA Programs hereunder; provided however that no development or promotion or delivery materials bearing the INSTITUTION's trademarks may be used by SHRM India without prior review and approval of the INSTITUTION, which approval will not be unreasonably withheld or delayed; and provided further that SHRM India's use of the INSTITUTION's trademarks shall comply with the graphics standards which have been provided by the INSTITUTION.

VIII. Term

- A. This Agreement shall continue for a term of one years from its effective date.
- B. Any material breach of this Agreement by either party constitutes a default if not cured within 30 days after written notice of the breach is given. Upon default by either party, the other party may terminate this Agreement on 10 (ten) days written notice.
- C. After the first year of the initial term of this Agreement, either party may unilaterally terminate this Agreement at any time without cause on 90 days written notice to the other party.
- D. Upon termination: (i) neither party will have any further rights against the other except money owed and other rights as by their nature must survive termination of the Agreement. Notwithstanding the above, in the case of expiration or any other termination of this Agreement, other than termination for uncured breach, this Agreement shall continue to apply as to those specific SHRM INDIA Programs agreed to by the parties in an Exhibit A hereto prior to the effective date of such termination.

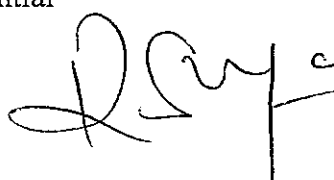

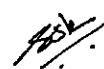
IX. Attorney Fees

In the event of any dispute concerning this Agreement, the prevailing party shall be entitled to collect from the losing party any attorneys' fees incurred by the prevailing party in contesting such dispute.

X. Non-Assignability

This agreement is personal in nature with respect to both parties and may not be assigned by either party without the written consent of the other; provided that Distributor may assign this agreement to a subsidiary or affiliate entity on written notice to INSTITUTION.

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XI. Entire Agreement

The parties agree that this Agreement (and, if appropriate, any other agreement referred herein to and properly identified) contain the complete agreement between the parties concerning the subject matter hereof and supersedes any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in way. This Agreement may only be amended by a written agreement signed by both parties.

XII. Limitation of Liability

Neither party shall be liable for any consequential, incidental, indirect, punitive or special damages under this Agreement, regardless of the circumstances.

XIII. India Governing Law and Exclusive Jurisdiction

This agreement shall be governed by the internal laws of India, without regard to choice of law principles. Any disputes concerning this Agreement shall be subject to the exclusive jurisdiction of the courts in India; and the parties hereby submit to the exclusive jurisdiction of the state and the courts in India over any disputes concerning this Agreement and further agree that they are subject to jurisdiction in India in any such dispute.

DISTRIBUTOR

By: [Signature]
Title: (ADITHA MATIL)
Date: 11 / June / 2013



INSTITUTION

By: [Signature]
Title: DIRECTOR
Date: 11 / June / 2013

EXHIBIT A - Model for SHRM India HR Integration Program for Engineers

1. Dates and times of course: Starting on 1st August, 2013 ending on 31st July' 2014.
2. Minimum Number of students per course: **150 Students.**
3. INSTITUTION address where course to be given: **NJR Knowledge Campus, Plot-SPL-T Bhamashah (RIICO) Industrial Area Kaladwas, Udaipur-313003 (Raj.)**
4. The program so offered is a combination of Industry lead sessions and HR Consultants lead sessions.
- 5.

Offerings and Duration	Deliverables
1 year HR integration interventions split into monthly and quarterly slots	SHRM HRs and Industry SMEs visit partner Institution for training, mentoring, grooming sessions
95 hours of SHRM engagement that includes	Seminar/Forum/Workshop/Interaction session with the students by senior HRs from various leading Industry
a) SHRM HR SME lead Training	SHRM HR SME led training& Grooming in 12 Modules
b) HR Lead interaction Sessions by Practicing HR professional.	Certificate from SHRM to all participating students
c) HR engagement via Seminars	Mock interview sessions by SHRM
d) Participation in at least 3 HR Forums	
e) HR Conclave	Around 10-15 senior HRs (for every 150 student enrollment)from leading Organizations visit the campus for 1 day to conduct HR Conclave
Invitation for partner Institution to attend SHRM HR meets across multiple cities in India	Industry - Institute DIRECT interface

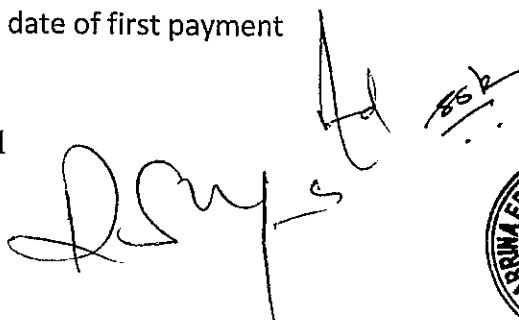
6. Cost per Student to be paid to the Distributor for SHRM India Programs = Rs.4000 (Rupees Four Thousand only)/- per student exclusive of taxes for one year.

7. Payment Schedule

50% advance before commencement of the SHRM engagement – 25th July, 2013

50% within 90 days from the date of first payment

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8. Annual case study contest will be held for SHRM adopted students

9. Top 2 case studies will be awarded CASH Prizes

10. Student will be provided an opportunity to attend 3 SHRM Forums across India where students would be based out of at the time of conduct of such forums, at no cost and will interact with the HR fraternity. INSTITUTION will be invited to SHRM forums that facilitate INSTITUTION's direct connects with HRs through the forum

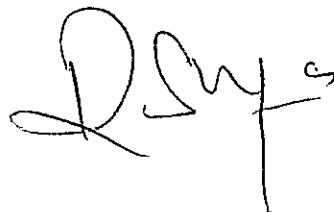
11 Certificate on completion will be awarded to students who successfully complete the program.



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A handwritten signature.

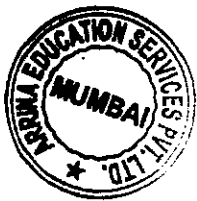


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EXHIBIT B - Trademarks

SHRM Trademarks

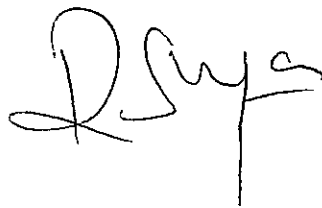
- 1.) SHRM India and design (India Registration # 1668197 and 1668198)
- 2.) SHRM India We Know Next and design



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A handwritten signature, possibly "A. D. Saha".



A handwritten signature, possibly "R. Saha".