<div align="center">**Statement of Work**</div>

This **Statement of Work** ("Agreement" or "Other Terms") is entered into and effective as of Monday, September 28th, 2015 ("Effective Date"), by and between

**IBM India Private Limited (Hereinafter referred to as "IBM")** a company incorporated under the Companies Act, 1956, having its registered offices at 12, Subramanya Arcade, Bannerghatta Road, Bangalore - 560 029.

and

**Techno India NJR Institute of Technology, Udaipur (Hereinafter referred to as "NJR Institute")** was established in the year 2008. NJR Institute is located in Techno NJR Knowledge Campus, Plot-SPL-T, Bhamashah (RIICO) Industrial Area, Kaladwas, Udaipur – 313003, Rajasthan.

(NJR Institute and IBM are hereinafter collectively referred to as "Parties" and individually as "Party")

This Agreement shall be governed by the terms and conditions of the Agreement for Courses and Education Materials dated September 28th, 2015 signed between IBM and NJR Institute ("Agreement for Courses and Education Materials").

**WHEREAS,** NJR Institute and IBM have agreed to work to incorporate certain Information Technology (IT), Management and Domain industry vertical curriculum into the Program courses of NJR Institute. These courses are more particularly described in Annexure B of this Agreement ("Programs");

**WHEREAS,** the parties have agreed that NJR Institute will elect to engage IBM as one of the primary and preferred technology providers for education support services and as stated in this Agreement.

**NOW, THEREFORE,** in order to ensure that the agreement between Parties, regarding the business relationship being sought, has clarity about the engagement, the following items represent points agreed to by the parties through this Agreement.

## 1.      Basis of the Agreement
*i)* IBM and NJR Institute, acknowledge the need for IBM Technology skills, in the education sector. The objective of this Agreement is to have a number of graduating B.Tech (CSE/IT) professionals skilled on IT Solutions and Industry vertical domain Technologies. Both IBM and NJR Institute are keen to cooperate in a way that will benefit the NJR Institute students pursuing a bright career.

*ii)* NJR Institute and IBM establish a roadmap to build a relationship to progress the Education Engagement in the following manner:

NJR Institute and IBM are coming together to design and deliver a completely new set of courses for our aspiring future generation. These courses will imbibe deep theoretical knowledge delivered to them coupled with broad-based industry alignment, interaction, talent discoverability, and excellence in their professional make-up. It is envisaged that the new batches

thus trained and accredited at the NJR Institute will be ready for IT industry much better than their peers in other universities and colleges. They will readily fill the gap the IT industry is currently facing towards employability of graduate engineers into their customer projects.

NJR Institute will rollout a number of programs including full time graduate engineering programs and post graduate engineering programs, with Specialization in IT aligned with mutually identified Industry domain verticals and Technology offerings. IBM will provide reasonable support as set-forth below to have NJR Institute commence and conduct this initiative. Such support will include assistance in the form of providing identified IBM specialization courseware, and academic support through Subject Matter Experts (SMEs). The roles and responsibilities and deliverables from IBM and NJR Institute are described in the sections that follow. The provision of hardware/software, IBM materials and services will be governed under the Agreement for Courses and Education Materials dated September 28$^{th}$, 2015 (hereinafter referred to as the "Agreement for Courses and Education Materials") executed by NJR Institute. IBM's responsibilities under this Agreement are subject to NJR Institute fulfilling its responsibilities under the Agreement.

Apart from these full time programs, NJR Institute can also offer short term certificate courses through physical, mixed mode or purely online mode to students, with mutual agreement with IBM.

*iii)* IBM and NJR Institute have agreed to initially launch the joint B.Tech (CSE/IT) programs, with specializations from the following indicative list of streams, to the students enrolled NJR Institute under this Agreement. Appropriate dual specialization, with preferably one domain and one technology, will be worked out as appropriate as per the requirement of future industry scenario.

The Program will be jointly developed by IBM and NJR Institute and the designated SME's. The list below is not limited and can be reviewed and updated by IBM and NJR Institute, from time to time, by mutual agreement:
- B.Tech in CSE/IT with Specialization in Cloud Computing & Virtualization
- B.Tech in CSE/IT with Specialization in Business Analytics & Optimization
- B.Tech in CSE/IT with Specialization in Mainframe Technology
- B.Tech in CSE/IT with Specialization in IT Infrastructure Management
- B.Tech in CSE/IT with Specialization in Open Computing
- B.Tech in CSE/IT with Specialization in Telecom Informatics
- B.Tech in CSE/IT with Specialization in Healthcare Informatics
- B.Tech in CSE/IT with Specialization in E-Commerce, Retail & Automation
- B.Tech in CSE/IT with specialization in Banking, Financial Services and Insurance
- B.Tech in CSE/IT with specialization in Cyber Security & Forensics
- B.Tech in CSE/IT with specialization in Graphics & Gaming
- B.Tech in CSE/IT with specialization in Manufacturing Systems

## 2. Roles and Responsibilities

The roles and responsibilities of IBM and NJR Institute, and IBM Deliverables, in connection with this proposed relationship are described in detail in Annexure A ("Roles and Responsibilities").

## 3.     Financial Terms - Fees to be paid to IBM

In consideration of IBM performing its Roles and Responsibilities hereto, NJR Institute shall pay a fee to IBM as described in detail in Annexure C: Price Schedule.

## 4.     Termination

This Agreement will be initially valid for a period of six years and on its expiry will renew for periods of six years on the same terms and conditions unless terminated by a Party prior to such expiry of the Agreement in accordance with the terms of the Agreement. Either Party may terminate the Agreement with thirty days' written notice if the other Party commits a material breach of the terms and conditions enumerated in this Agreement and fails to cure the same within the aforesaid notice period. Notwithstanding such termination, all the batches of students admitted to these Programs during the currency of this Agreement will be taken to logical conclusion of their Program by both Parties wherein each Party would be bound to perform their Roles and Responsibilities as enumerated in this Agreement.

## 5.     Confidentiality

The existence and substance of this Agreement and the provision of services contemplated hereby will be kept confidential and will not be disclosed by any Party hereto to any third party without the prior written consent of the other Party hereto unless such disclosure is necessitated by due process of law.  In all cases where disclosures are necessitated by law the other Party will be kept duly informed of the same. The notice should be sufficient so that the Party may obtain a protective order where required.

The Parties acknowledge that the exchange of confidential information by NJR Institute and IBM in connection with this Agreement will be governed by the terms and conditions of "Agreement for Exchange of Confidential Information" (described under section 9 under this Agreement).

## 6.     Limitation of Liability

Notwithstanding anything to the contrary contained herein or in the Agreement for Courses and Education Materials, circumstances may arise where, because of a default on IBM's  part, NJR Institute is entitled to recover damages from IBM regardless of the basis on which  NJR Institute is entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM's entire liability for all such claims will be as per the terms and conditions of the Agreement for Courses and Education Materials under which such Product or Service is acquired.

In no event will either Party be liable for any lost profits, lost savings, loss of data, lost business, indirect damages, incidental damages, or other economic consequential damages, even if advised of the possibility of such damages. In addition, neither Party will be liable for any damages claimed by the other party based on any third party claim except as provided otherwise or under the Agreement for Courses and Education Materials.

## 7.     Publicity

IBM and NJR Institute each agrees not to use the trademarks, trade names, services marks or other proprietary marks of the other party to this Agreement in any advertising, press releases, publicity matters, or other promotional materials without prior written approval of the other party.

In addition each party agrees not to initiate or distribute any press releases, publicity matters or other promotional materials related to or referencing the subject matter of this Agreement without prior written approval of the other party.

## 8. Governing Law

This Agreement will be governed by and construed in accordance with the laws of India, without regard to its conflict of laws provision.

## 9. Agreement for Exchange of Confidential Information

Our mutual objective under this Agreement is to provide protection for confidential information. i.e. information exchanged between the parties relating to this Agreement and marked as "Confidential" by the Discloser ("**Information**") while maintaining our ability to conduct our respective business activities. Each of the Parties agree that the following terms apply when one of us ("**Discloser**") discloses Information to the other ("**Recipient**").

### 9.1 Disclosure
Information will be disclosed either:
1) In writing;
2) By delivery of items;
3) By initiation of access to Information, such as may be in a data base; or
4) By oral or visual presentation.

Information should be marked with a restrictive legend of the Discloser. If Information is not marked with such legend or is disclosed orally, the Information shall be identified as confidential at the time of disclosure.

### 9.2 Obligations
The Recipient agrees to:
1) Use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and
2) Use the Discloser's Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.

The Recipient may disclose Information to:
1) Its employees who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of voting shares; and
2) Any other party with the Discloser's prior written consent.

Before disclosure to any of the above parties, the Recipient will have a written agreement with the party sufficient to require that party to treat Information in accordance with this Agreement.

The Recipient may disclose Information to the extent required by law. However, the Recipient will give the Discloser prompt notice, if possible, to allow the Discloser a reasonable opportunity to obtain a protective order.

### 9.3 Confidentiality Period

Information disclosed under this Agreement will be subject to this Agreement for two years following the initial date of disclosure.

### 9.4 Exceptions to Obligations
The Recipient may disclose, publish, disseminate, and use Information that is:
1) Already in its possession without obligation of confidentiality;
2) Developed independently;
3) Obtained from a source other than the Discloser without obligation of confidentiality;
4) Publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or
5) Disclosed by the Discloser to another without obligation of confidentiality.

The Recipient may use in its business activities the ideas, concepts and know-how contained in the Discloser's Information which are retained in the memories of Recipient's employees who have had access to the Information under this Agreement.

### 9.5 Disclaimers
**THE DISCLOSER PROVIDES INFORMATION WITHOUT WARRANTIES OF ANY KIND.**
The Discloser will not be liable for any damages arising out of the use of Information disclosed under this Agreement.

Neither this Agreement, nor any disclosure of Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Discloser.

### 9.6 General
This Agreement does not require either of us to disclose or to receive Information.

The receipt of Information under this Agreement will not in any way limit the Recipient from:
1) Providing to others products or services which may be competitive with products or services of the Discloser;
2) Providing products or services to others who compete with the Discloser; or
3) Assigning its employees in any way it may choose.

The Recipient will:
1) Comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations, and

2) Unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to this Agreement (including direct products of such technical information or software) to any prohibited destination or country (including release to nationals, wherever they may be located, of any prohibited country) as specified in such applicable export regulations. This paragraph will survive the termination or expiration of this Agreement and the confidentiality period above and will remain in effect until fulfilled.

## 10.    General

a) This Agreement ("Other Terms"), Agreement for Courses and Education Materials dated September 28th, 2015 supersedes all prior proposals and discussions on this subject and is the complete and exclusive statement of the agreement between the parties.  In case of conflict between the terms of this Agreement, and the terms of the Agreement for Courses and Education Materials, the terms of this Agreement shall prevail. This Agreement ("Other Terms") cannot be modified except by a written agreement signed by the authorized representative of each of the NJR Institute and IBM India Pvt. Ltd. Any reproduction of this Agreement ("Other Terms") by reliable means will be considered an original of this document.

b) Each party will be responsible for its own expenses in connection with these discussions.

c) Except as set forth herein, there are no restrictions on either party as a result of these discussions and either party is free to pursue a similar business relationship with others at any time.

d) Each Party will act as an independent contractor. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Neither Party may make any commitments binding on the other, nor may either Party make any representation that they are acting for, or on behalf of, the other.

e) Both parties have obligation to ensure adherence to the present Agreement.

f) Neither of the Parties may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent of the other Party. Any attempt to do so is void.

## 11. Arbitration

Except for seeking injunction from the court of competent jurisdiction, every dispute, difference, or question which may at any time arise between the Parties hereto or any person claiming under them, touching or arising out of or in respect of this Agreement/Agreement for Courses and Education Material dated September 28th, 2015 or the subject matter thereof will be referred to a sole arbitrator to be appointed by a mutual agreement between the Parties and if failing to agree to appoint such mutually acceptable arbitrator, to two arbitrators one to be appointed by each Party to the difference and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference. The decision of the arbitrators will be final and binding on the Parties. The arbitration proceedings will be conducted in accordance with Arbitration and Conciliation Act, 1996.

a.   The seat of arbitration will be Bangalore and the cost of arbitration will be shared by the Parties.

## 12. Indemnities:

NJR Institute hereby unconditionally and irrevocably agrees, to indemnify, keep indemnified and save and hold harmless IBM, its directors, employees and agents from and against any and all losses, claims, damages, liabilities, expenses and disbursements (including all legal and other costs, charges and expenses incurred by IBM in connection with this agreement whatsoever

arising out of or resulting from any legal proceedings, civil suit, defence, or other action initiated or instituted in respect of or relating to the NJR Institute agreement:

(1) Infringement by NJR Institute of IBM's or any third party's intellectual property rights;
(2) Acts of negligence and misconduct of NJR Institute, its directors, employees and agents resulting in loss of life or bodily injury, damage to real property;
(3) Non-compliance by NJR Institute of applicable laws;
(4) Representations and warranties made by NJR Institute not authorized by IBM;
(5) NJR Institute conduct and/ or relations with any third parties.

"Notwithstanding anything contained herein above the NJR Institute's indemnity in any case shall not extend to events beyond breach of agreement and it shall not extend to the events over which the party giving the indemnity i.e. NJR Institute has no personal control."

**This Agreement sets forth the understanding of the parties as of September 28th, 2015.**

Agreed to:                                              Agreed to:
**Techno India NJR Institute of Technology**            **IBM India Private Limited**
By                                                      By

_____                        _____
Authorized Signature                                    Authorized Signature

**Chairman**                                            **Prakash Bell**

**Techno India NJR Institute**                          **Business Unit Executive**
                                                        **IBM India / South Asia**
**of Technology**                                       **Systems & Technology Group**
Date: September 28th-, 2015                              Date: September 28th, 2015
                                                        Agreement number:

**Techno India NJR Institute of Technology**            **IBM** Address:
Address:                                                12, Subramanya Arcade, Bannerghatta Road,
Techno NJR Knowledge Campus, Plot-SPL-T,
Bhamashah (RIICO), Industrial Area,
Kaladwas,
Udaipur - 313003.                                       Bangalore - 560 029.
Rajasthan, India.                                       Karnataka, India.

| *After signing, please return a copy of this Agreement to the "IBM address" shown above.* |
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# Annexure A
## Statement of Work

## i. IBM's Responsibilities

### a) Curriculum consultancy and Courseware

- Collaborative work on curriculum design for the Programs being launched jointly.

- IBM Courseware for each of the specialization courses under the Programs, kept reasonably updated by constant curriculum inputs from leading industry mentors and from IBM's Lab experts.

- Availability of specialization courseware for Students enrolled under the Programs at NJR Institute. The courseware will be made available at least 1 month prior to the intended delivery, in electronic form.

### b) Ecosystem platform support

- The iCos portal – an online Ecosystem platform provided by IBM through an IBM authorized partner M/S CL Infotech Pvt. Ltd., Bangalore, to be the underlying framework for the engagement between IBM, NJR Institute and the NJR Institute students who take admission under the joint Programs.

- Using this Cloud based platform, the students will access online Course material, Discussion forums and other online collaborative environment as mentioned here.

- All relevant course material pertaining to the IBM provided specialized Programs will be made available to the students on this platform.

### c) List of Deliverables to be provided by IBM

IBM through an IBM authorized partner M/S SGS, Bangalore, will provide the following deliverables to NJR Institute;

(i) The centralized Teach the Teacher (T3) program workshops will be conducted on the IBM specialization courses, (to be taught in the following or subsequent semesters), by IBM partners' Subject Matter Experts (SMEs), for select NJR Institute Faculty. The dates, frequency, and venue will be shared by IBM. In some cases, the venue may be in an off-site location within India.

- T3 Workshop to be delivered by IBM or its partners for each IBM specialization Subject in each Program.

- T3 workshops will be for a duration of 2 to 3 days, depending upon the IBM specialization subject credit hours.

- T3 Workshop will be delivered for a batch of maximum of 10 select faculty members of NJR Institute.

- In case of repeat T3 courses or for new teacher joinees, additional courses will be delivered by IBM partner on a chargeable basis which shall be handled via Project Change Control Procedure.

(ii) *Ecosystem platform support.*

- The iCos portal – an online Ecosystem platform provided by IBM through an IBM authorized partner M/S CL Infotech Pvt. Ltd., Bangalore, to be the underlying framework

for the engagement between IBM, NJR Institute and the NJR Institute students who take admission under the joint Programs.

- Using this Cloud based platform, the students will access online Course material, Discussion forums and other online collaborative environment as mentioned here.

- All relevant course material pertaining to the IBM provided specialized Programs will be made available to the students on this platform.

- Program Access to online iCos platform, for every student enrolled into the joint Programs for the duration of the course fee charged. Specifically, Program access to the following Modules will be provided to the enrolled students:

- o eLearning, which consists of:
- o IBM specialized Courseware delivery
- o SAQs and FAQs as appropriate
- o Quizzes and Assignments as provided by faculty
- o Reference material as available
- o Discussion Forums: community based discussion forum(s)
- o Projects: open source Project repository
- o Mentors: connection point with IT industry
- o Webinars: a platform for IBM and IBM's partners to conduct live, remote sessions
- o Other modules: as appropriate, aiding learning and industry/academia interaction

(iii) IBM partners' Architects and Technology professionals to come to the campus for student interactions from time to time, as SMEs. The dates and session topics will be jointly decided by IBM and NJR Institute.

(iv) Program Access to the iCos portal, as enumerated above, for every student enrolled into this joint Program, for the duration of the course fee charged. Furthermore IBM shall update the software if required from time to time.

(v) IBM Specialization courseware for Students enrolled under this Program, to be provided for the respective semesters, through the iCos portal. The courseware for the Programs shall be regularly updated by IBM.

(vi) 1 copy each of printed course ware books for IBM Specialization subjects to be provided for faculty members (maximum 5), who have attended and have successfully completed the T3 session on the course subject and who will be covering that subject in the upcoming semester with the students at the university/institution.

(vii) 5 copies of the printed course ware books for IBM specialization subjects to be provided for the campus Library.

(viii) Provide Project work to students with IT Industry oriented Projects, with help of IT industry/ partners.

### d) Other support

- Nominate a Program Manager for coordination between IBM and NJR Institute.

- Advice on Product and Industry Certifications.

- Provide information to industry forums from an academic perspective.

- Certificate of completion to all students who go through the Program successfully.

## ii.  NJR Institute's Responsibilities

### a. Curriculum management

- Nominate Curriculum Program Managers for each Program being run under this Agreement.
- Guide IBM Program team on curriculum inclusion and content development.
- Approve the jointly developed Curricula and courseware.
- Publish new Curricula for each batch as part of NJR Institute Programs.

### b. Administration of the Program

- Nominate a Single Point of Contact (SPOC) for coordination with IBM.
- Nominate NJR Institute faculty for the courses under this Agreement, and to make them available for the centralized T3 workshops conducted by IBM partner.
- Program promotion through a structured Program campaign.
- Conduct the Admission Exams and appropriate Counseling, and select and enroll students, based on a high standard of admissions.
- Share the student data, for all students enrolled under this Program, with IBM. Collect students' fees, and pay to IBM the agreed share as per this Agreement.

### c. Course delivery

- Run and manage the delivery of classes and labs by competent faculty of NJR Institute.
- Detailed session plans for the Programs to be provided to IBM.
- Provide access to required infrastructure for running the Programs as per IBM's specifications.
- Issue the NJR Institute Degree to the participating students, after the successful completion of the Program by the students.
- Manage quality of teaching at a high level of academic standards. The faculty will need to pass IBM's qualifying tests from time to time.

### d. Other responsibilities
- Provide adequate computing infrastructure to the enrolled students for their Lab work.
- Provide adequate bandwidth to the students enrolled in the joint Programs, such that there is no response time constraints faced by them in using the cloud based iCos platform.
- Manage suitable usage of the iCos platform by students. NJR Institute shall provide usage reporting of the iCos platform at regular intervals.
- Manage excellent Placement record for students enrolled in the joint Programs.

## iii. Joint Programs

NJR Institute & IBM team will select and propose appropriate Programs based on market and industry alignment from time to time, with mutual consultation & agreement.

NJR Institute & IBM team will decide the credits for each of the programs and may alter the course duration for each of the Programs, after due approval from the Academic Council of NJR Institute, and announce it through the NJR Institute website.

### iv. Course Administration Process

- Student will enroll at NJR Institute every year in the selected Programs for that Academic Year.

- Database of enrollments will be shared with IBM after the admissions process is completed, but not later than September 30th of the year.

- Batches will commence as per university/institute schedule.

- IBM will provide Program Access for iCos to all enrolled students.

- NJR Institute will plan and deliver the classes and labs as per the academic requirement.

### v. Academic Engagement

The list of initial Programs, proposed to be commenced by NJR Institute under this agreement is listed under Annexure B: List of Programs.

The commencement date for the above Programs will be mutually decided by NJR Institute and IBM. Efforts will be made to launch these Programs from the Academic Year 2015-'16.

# Annexure B

## List of Programs

The following is the list of initial Programs, proposed to be commenced by NJR Institute in a phased manner, under this agreement:
- B.Tech in CSE/IT with Specialization in Cloud Computing & Virtualization
- B.Tech in CSE/IT with Specialization in Business Analytics & Optimization
- B.Tech in CSE/IT with Specialization in Mainframe Technology
- B.Tech in CSE/IT with Specialization in IT Infrastructure Management
- B.Tech in CSE/IT with Specialization in Open Computing
- B.Tech in CSE/IT with Specialization in Telecom Informatics
- B.Tech in CSE/IT with Specialization in Healthcare Informatics
- B.Tech in CSE/IT with Specialization in E-Commerce, Retail & Automation
- B.Tech in CSE/IT with specialization in Banking, Financial Services and Insurance
- B.Tech in CSE/IT with specialization in Cyber Security & Forensics
- B.Tech in CSE/IT with specialization in Graphics & Gaming
- B.Tech in CSE/IT with specialization in Manufacturing Systems

# Annexure C

## Financial Terms - Fees to be paid to IBM

a.) Quantum of Fees to be paid to IBM, in consideration of the performance of the Roles and Responsibilities by IBM, is in the table below:

| NJR Institute-IBM Fee Sharing Work Sheet | Year 1 | Year 2 | Year 3 |
|---|---|---|---|
| **Academic year >** | 2015-'16 | 2016-'17 | 2017-'18 |
| Expected no. of B.Tech CSE/IT students committed by NJR Institute | 150 | 240 | 360 |
| Fee to IBM - B.Tech CSE/IT Program | 32,000 | 32,000 | 32,000 |
| **IBM Share of Fees for the academic year (Rs. In Lacs)** | *4,800,000* | *7,680,000* | *11,520,000* |
| ***Payment schedule*** | | | |
| Advance Payment for T3 Workshop (Rs. in Lacs) by June 5th | 1,000,000 | 1,000,000 | 1,000,000 |
| Advance Payment for Courseware and Program (Rs. in Lacs) by Sept 5th | 3,800,000 | 6,680,000 | 10,520,000 |
| ***Total Payments to IBM (Rs. in Lacs)*** | *4,800,000* | *7,680,000* | *11,520,000* |

*Notes:*
1. Beyond Year 3, there will be an upward revision of a minimum 10% in the IBM Fee every year.
2. If there is an increase in the number of students, the IBM share of fee will be computed as per the IBM Fee for that year.
3. If the new student enrollment's falls below 100, in any academic year, IBM will have an option to withdraw from the program.
4. NJR Institute will attempt to enroll a minimum of 150 students in BTech CSE/IT by Sept 2015.
5. NJR Institute will attempt to enroll a minimum of 250 students in BTech CSE/IT by Sept 2016 onwards.
6. All applicable statutory taxes and duties to be borne by NJR Institute.

NJR Institute agrees with the above plans for 'new admissions' from academic session 2015-16 onwards.

b.) Payment Terms:

*For New Students of 2015-'16 and later Batches*

I. General Notes:

- NJR Institute will attempt to enroll 150 students into our joint B.Tech programs in the first year and will attempt to increase the number of student enrollments into our joint programs every subsequent academic year.

- The actual payment to IBM by NJR Institute will be calculated, on the basis of the rates provided in the table above, depending upon the actual number of students enrolled into the program.

- Rates, charges or fees specified in this Agreement are exclusive of all taxes. If any authority imposes upon any transaction under this agreement, a duty, tax, levy or fee, excluding those based on IBM India's net income, then NJR Institute agrees to pay that amount as specified in an invoice. IBM India shall pay all collected taxes to the appropriate taxing authority. If the NJR Institute supplies exemption documentation, acceptable to the taxing authorities, then IBM India shall not charge the aforementioned duty, tax, levy or fee. If the taxing authorities subsequently opine that IBM India should have charged such duties, taxes, levies or fees, NJR Institute shall pay the same (including any interests, levies and penalties) as required by the taxing authorities. Except as provided above, the party that is liable for payment of any tax upon which interest and penalties are imposed, shall bear such interest and penalties.

NJR Institute shall deduct applicable taxes under the provisions of the Income Tax Act, 1961 ("the Act") in respect of the payments due to IBM India and remit such Taxes Deducted at Source ("TDS") to the credit of the Government Account, file quarterly TDS returns under the provisions of the Act or such other law in force, furnish TDS certificates and comply with any other requirement connected thereto as required under the provisions of the Act. Further, the NJR Institute shall ensure that the Permanent Account Number ("PAN") of IBM India is quoted rightly in such quarterly TDS returns or any other document where the PAN of IBM India is required to be mentioned.

Furthermore, in the event of credit not being provided to IBM India in respect of such TDS on account of the NJR Institute not mentioning the correct PAN of IBM India, the NJR Institute shall file revised quarterly TDS returns so as to facilitate credit of such TDS to IBM India and in the eventuality of credit not being provided to IBM India in respect of such TDS on account of default/ non-compliance by the NJR Institute, the NJR Institute shall compensate IBM India to the extent to which credit is not provided to IBM India.

II. For T3 Workshop:

- NJR Institute to send the 100 % Advance Payment to IBM;

- for conducting the T3 workshop for B.Tech CSE/IT IBM specialization courses by June 5$^{th}$ every year (for the semester beginning September) as per the details in the table given above.

- IBM partner to deliver the 'T3 Workshop' deliverable as in the above clause as per the agreed schedule and IBM to raise the appropriate Invoice post the T3 workshop delivery by the IBM partner to NJR Institute.

III. For Courseware and Program Access:

NJR Institute to send to IBM the names, email id's and roll numbers of students enrolled in IBM specialization programs, by September 30$^{th}$ every year, as per the details in the table given above, alongwith 100% advance payment as per the Table above.

IBM to deliver the 'Courseware and Program Access' deliverables as in the above clause, within 2 weeks of receiving this list and 100% advance payment, as per above clause and will raise the appropriate Invoice to NJR Institute.