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### Deponent

Name : Arrina Education Services pvt ltd

H.No/Floor : 21/5thf

Sector/Ward : 32

Landmark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 96\*\*\*\*\*60



Purpose : AGREEMENT to be submitted at Concerned office

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### AGREEMENT

**THIS AGREEMENT** (hereinafter referred to as the "**Agreement**") is made and entered into at Moradabadon this 22 September,2021 **BETWEEN**

- (1) TeerthankarMahaveer University, a full-fledged State Private University established by Act No. 30 of 2008 of the Government of Uttar Pradesh and has been approved by University Grants Commission under Section 2 of UGC Act, 1956situated at Delhi Road, NH 24, Bagadpur, Uttar Pradesh 244001 (Hereinafter referred to as "TMU"; which expression shall, unless repugnant to the subject, context of meaning thereof, be deemed to mean and include its representative, administrators, successors and assigns) of the **FIRST PART**.

**AND**

- (2) **Arrina Education ServicesPrivate Limited**, a company governed under the Companies Act, 2013, having its Registered Office at 7<sup>th</sup> Floor, Bhaveshwar Arcade, Opp. Shreyas Cinema, LBS Marg, Ghatkopar (West), Mumbai, Maharashtra-400086, India, and its Principal place of business at 5<sup>th</sup> Floor, CBIP Building, Plot No. 21 Sector-32, Gurgaon-122001(hereinafter referred to as "**Talentedge**"; which expression shall, unless repugnant to the subject, context of meaning thereof, be deemed to mean and include its Group companies, Subsidiaries, representative, administrators, successors and assigns) of the **SECOND PART**.

In this **AGREEMENT**, wherever the context so requires Talentedge and "TMU" are collectively referred to as "**Parties**" and singularly as "**Party**".

*Signature of Registrar*  
Registrar  
Teerthankar Mahaveer University, Moradabad

*Signature of Arrina Education Services Pvt. Ltd.*  
ARRINA EDUCATION SERVICES PVT. LTD.



**WHEREAS,**

- (a) "TMU" is a premier University offering undergraduate and postgraduate programs. "TMU" runs multidisciplinary programs including management education through its flagship, Masters in Business Management (MBA) Degree Programme. "TMU" has represented to Talentedge that it is approved under necessary legislature to provide MBA Degree Programme, which is a two-year, with an intake capacity of maximum of 120 students for this collaborated program based upon qualifying the selection criteria for the first year of the Term and growing in subsequent years of the Term
- (b) Talentedge is an online higher education platform providing rigorous industry-relevant programs designed and delivered in collaboration with world-class faculty and industry. Merging the latest technology, pedagogy, and services, Talentedge is creating an immersive learning experience - anytime and anywhere.
- (c) "TMU" is desirous of undertaking Talentedge's expertise in conducting a blended training program for its students of the MBA Degree Programme who are seeking to pursue a fulfilling career in the corporate sector at various levels of management, by assisting them with corporate placements. Based on the representations made by "TMU" and relying upon the same to be true, Talentedge has agreed to undertake this Project with "TMU".
- (d) Parties are now desirous of entering into this Agreement to set forth their respective rights, duties and obligations in connection therewith and formally record the terms and conditions for the instant arrangement.

**NOW, THEREFORE,** for and in consideration of the aforesaid premises, mutual promises, agreements and undertakings made by the Parties and the condition set forth herein, which shall form an integral part of this Agreement, the Parties intending to be legally bound, hereby agree as follows:

**1. Defined Terms:**

In this Agreement, unless the subject matter or context otherwise requires, the following terms shall have the following meanings:

- 1.1. "**Applicable Laws**" shall mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- 1.2. "**Campus**" shall mean the grounds, buildings and infrastructure of "TMU" including, but not limited to, Lecture halls, class rooms, staff room(s), auditorium(s), administrative space, library and cafeteria with the minimum seating arrangement as required for the student(s) and / or, administrative

*Aditya Chandra*  
Registrar  
TALENTEDGE PVT. LTD.  
24/09/2021

*Man*  
TALENTEDGE PVT. LTD.  
24/09/2021



staff and / or faculty along with uninterrupted power supply, water supply, security and safety, etc. and as per the University Rules and Regulations.

- 1.3. **"Corporate Placement"** shall mean placement of the student(s) in a position offered by the Corporate Partner after the said student(s) has / have undergone a series of Interviews conducted by the Corporate Partner in execution of the Project.
- 1.4. **"Corporate Partner"** shall mean the Corporate Partner(s) of Talentedge; a third - party corporate entity with which Talentedge has a tie - up and with the understanding that Talentedge shall provide to the Corporate Partner(s) a talent pool of students that have been trained to meet the specific business requirements of the Corporate Partner(s), through a series of Corporate Placement Interviews organized by Talentedge for student(s) seeking meaningful employment opportunities at various levels of management in the organization of the Corporate Partner(s).
- 1.5. **"EOL"** shall mean Employment Offer Letter which is a Contract of Employment offered by a Corporate Partner to a student who successfully clears the Corporate Placement Interview round(s) and is selected by the Corporate Partner for a specific management position / post in the organization of the Corporate Partner. The EOL clearly outlines the Annual Compensation Package being offered to the respective student along with a break - up of the Fixed and Variable Components of the Cost to Company ("CTC").
- 1.6. **"Talentedge Training Program"** shall mean a 9(Nine) Month Certification Program conducted by Talentedge, forming part of the 2 year MBA Degree Program through which Students who have successfully been placed with a Corporate Partner shall, undergo an intensive and rigorous Classroom Training in Business and Management Studies with the option of specializing in one of 2 branches of study of their choice before and during being inducted into a Company for the Internship. Students successfully completing the Talentedge Training Program will be eligible for full - time employment by way of an EOL with the respective Corporate Partner(s). The Talentedge Training Program allows for specialization in any one of 5 branches of study, namely: (i) Sales and Marketing Management; (ii) Logistics and Supply Chain Management; (iii) Investment Banking and (iv) Applied Human Resource (v) Data Science & Analytics or such other topics as mutually decided by both the Parties. It is also understood that Talent Edge will not run a specific specialization, in case the number of students applying & getting selected for a particular specialization is lesser than 15. The learning objectives of the Talentedge Training Program is customized by Talentedge to meet the specific business requirements of the Corporate Partner(s) with whom the



  




student(s) have been placed, which in turn is in line with the job description provided to the Student at the time of Corporate Placement.

- 1.7. **"Intellectual Property"** shall mean all rights and interests, vested arising out of any industrial or intellectual property, whether protected at common law or under statute, which includes (without limitation) any rights and interests in formats of inventions, copyrights, designs, trademarks, trade - names, know - how, business names, logos, processes, developments, licenses, trade secrets, goodwill, manufacturing techniques, specifications, patterns, drawings, computer software, technical information, research data, concepts, methods, procedures, designs and any other knowledge of any nature whatsoever throughout the world, and including all applications made for the aforesaid, rights to apply in future and any amendments / modifications, renewals, continuations and extensions in any State, Country or Jurisdiction and all other intellectual property rights whether available at this time and / or in future.
- 1.8. **"Internship Program"** shall mean 9 months On Job Learning with corporate partner forming part of Year 2 of the MBA Degree Programme consisting of monthly rigorous on - the - job training of the student(s). Through this Internship Program the student(s) will be adequately exposed to actual work situations that will enable them to develop occupational competencies at the work place. Successful completion of the Internship Program will culminate into a full - time employment contract with the Corporate Partner.
- 1.9. **"Joint Indemnity Form"** shall mean an Indemnity Form to be signed by the student(s) on acceptance of the LOI by the respective student(s), jointly indemnifying Talentedge and "TMU" for any loss suffered by the student(s) on account of non - performance / non - fulfillment of the KRA set by the Corporate Partner in the LOI and as a consequence of which the LOI issued to the student(s) by the Corporate Partner is / may be revoked by the Corporate Partner(s).
- 1.10. **"KRA"** means Key Responsibility Areas which are specifically outlined in the LOI and which are the parameters of performance set by the Corporate Partner(s) for the said student(s) to qualify for permanent employment / placement with the Corporate Partner on completion of the Talentedge Training Program.
- 1.11. **"LOI"** shall mean Letter of Intent which is a Letter issued by the Corporate Partner to the respective Student(s) clearly stating an intention on the part of the Corporate Partner to offer the student(s) Internship with the Corporate Partner through the Internship Program within the first 6 months of commencement of the program followed by Employment under a contract of employment on successful completion of the Internship Program. The LOI shall contain all relevant details pertaining to the Internship Program namely,




the position for work, the stipend, location for work, job expectations as well as the minimum KRA required to be fulfilled by the Students, failing which the LOI may be extended and / or revoked by the Corporate Partner.

- 1.12. "MBA Degree Programme" or "Project" shall mean a 2year MBA Degree Programme consisting of the Talentedge Training Program and Internship Program.
- 1.13. "Services" shall mean a series of services provided by Talentedge which shall involve activities engaged into by Talentedge and carried out in phases in execution of the Project with "TMU". The phase - wise activities engaged into by Talentedge shall include conduction (i) Tests; (ii) Workshop Sessions; (iii) Interviews & Corporate Placement; and (iv) Talentedge Training Program.
- 1.14. "Student" shall mean any student who (i) has graduated from any discipline of study and / or (ii) is currently pursuing their final year Graduate Degrees Programs from any College across India and is seeking to pursue the MBA Degree Programme at "TMU".
- 1.15. "Tests" shall mean an assessment by the Testing Partner that hosts psychometric tests to enable a student to choose their best functional role on the basis of intrinsic values and behavior that measure their skills, workplace competencies and personality traits besides Aptitude covering areas related to Logical / Analytical Reasoning, Reading Comprehension and Verbal Ability, and basic Mathematical skills. The results of the Tests will be published online on the portal of the Testing Partner in PDF format; which can be downloaded on successful login by the respective students who have appeared for the Tests.
- 1.16. "Testing Partner" shall mean any Individual and / or Corporate Entity engaged in the business of conducting Psychometric Tests to test the employability of a student and whose services have been engaged by Talentedge for the limited purpose of conducting the Tests of the students seeking to secure Corporate Placement and enrollment into the Talentedge Training Program.
- 1.17. "Test Report" shall mean the Psychometric Analysis Report of the Test attempted by the student that is generated for the benefit of the student by providing a detailed analysis of the industry - readiness of the respective student with a feedback on the areas of improvement.
- 1.18. "Training material" means any information, data, case studies, works of authorship or other materials delivered in text, photographic, audio, visual or audio-visual format, power point presentations, lectures and materials, assessments and syllabi, including but not limited to:
- (a) Short recorded texts, audios and case studies;
  - (b) Power Point Presentations, PDFs (portable document format) incorporating formative assessments and final edited videos;
  - (c) The graphics, over lays, special and audio-visual effects, scripts used to create / shoot the videos
  - (d) Industry projects and case studies;





- (e) Set of assessments (including but not limited to quizzes, assignments, tests, projects and proctored examinations) spread through the duration of a Program; and
- (f) Live lectures.

1.19. **"Talentedge Fees"** per Student payable by "TMU" shall be Rs. 1,25,000/- (Inclusive of GST or any applicable Taxes) per candidate for batch 1 of the Term and escalating year on year basis upon mutual agreement. The University is required to pay the fees for the MBA Degree Programme to Talentedge as per the Annexure 1. Any change in fees structure and schedule has to be mutually agreed upon between both the parties:

Any discounts, sponsorship, scholarship, credit facility costs, etc. offered by "TMU" to a Student shall be borne solely by "TMU" to the exclusion of Talentedge and the Talentedge Fees shall be a minimum of Rs1,25,000/- per candidate.

The total fees of Rs1,25,000/- towards Talentedge would be split in the following Ratio of services delivered –

Fees as per Clause 4A which includes Clause 4.1 to Clause 4.4 towards admission related services would be Rupees 35,000/- per student which is inclusive of all taxes.

Fees as per Clause 4B which includes Clause 4.5 onwards all the other sub clauses in Clause 4 – towards Academic Delivery Services – Rupees 90,000/- per student which is inclusive of all taxes.

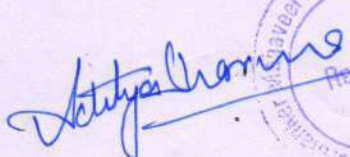

1.20. **"Workshop Sessions"** shall mean a - not more than (Ten) day workshop organized by Talentedge for about 3 (Three) hours per day and conducted for the limited purpose of developing the necessary soft skills required by the students to improve their employability and shall include, but not be limited to, enhancement of leadership qualities, inter - personal communication and presentation skills, workplace ethics and personal grooming.


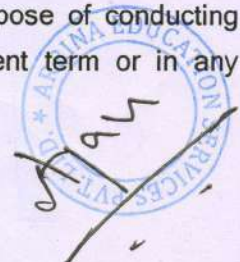
## 2. Details of the Project:

2.1. The MBA Degree Programme i.e. the Project will be provided as follows:

- (a) Semester-1 – Delivered by "TMU" and 100 hrs online soft skills plus placement delivered by Talent Edge
- (b) Semester-2 – Delivered by "TMU" and 100 hours online Technical specialization delivered by Talent Edge
- (c) Semester-3 – first 3 months Delivered at "TMU" campus by TE and "TMU" jointly in a blended format and next 3 months Corporate Induction at Corporate Location
- (d) Semester 4 –Corporate Internship Program

2.2. It is understood by the Parties that as part of the Project, Talentedge will be conducting Tests through its Testing Partner, in order to ascertain the employment eligibility and competency of the students pursuing the MBA Degree Programme. It is further understood by the Parties that Talentedge may engage the services of any Testing Partner for the purpose of conducting the Tests of the students for employability during the Current term or in any

  
  
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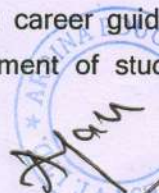
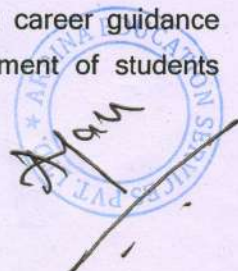
subsequent year(s) of the Term; whereby selection of the Testing Partner will be at the sole discretion of Talentedge.

2.3. It is understood by the Parties that placement of a student(s) with a Corporate Partner(s) is one of the pre - requisites for admission into the Talentedge Training Program and that the hiring of the student(s) by the Corporate Partner(s) is at the sole discretion of the said Corporate Partner(s). It is understood by the Parties that the Corporate Partner(s) shall undertake the selection process of the recommended students in adherence with their Corporate Human Resource Policies, Rules, Regulations and Guidelines for selection and recruitment of employees and / or other personnel and that Talentedge shall have no say in the decision for selection and recruitment of any student with the Corporate Partner(s). It is further understood by the Parties that Completion of the Internship Program with the Corporate Partner is a pre-requisite for any Student to receive an EOL (Employment Offer Letter) from the Corporate Partner for placement of the said student(s) under a Contract of Employment. It is also understood by the Parties that the EOL issued to a student shall stand revoked in the event that: (i) Classroom attendance for a student must not fall below 80% on a monthly basis and during Internship period the attendance of the student must not fall below 90% on a monthly basis; and / or (ii) the student does not fulfill the KRA as specified in the LOI (Letter of Intent) issued by the Corporate Partner(s) with whom the respective student(s) have been placed; and / or any integrity / disciplinary issue leading to termination as specified in the HR Manual of the respective Corporate Partner(s)

2.4. It is understood by the Parties that Talentedge will participate in this Project in the independent capacity of being a service provider to "TMU" for a consideration that will be paid to Talentedge for each student participating in the Project and in accordance with the terms and conditions set out in this Agreement. It is further understood by the Parties that any student in respect of whom Talentedge has not received the full amount of the consideration from "TMU", prior to commencement of the Talentedge Training Program, such student(s) will not be entitled to attend the Talentedge Training Program conducted at the campus.

2.5. It is understood by the Parties that Talentedge will collaborate and enter into Agreements with various Corporates, Institutions, Professional bodies, third - party vendors and other entities alike, as deemed necessary and for the purpose of providing services of, but not limited to (i) offering career guidance through counseling and / or training sessions; and (ii) placement of students



in Corporates at various levels of Management, along with various other activities undertaken for the benefit of the students and in further execution of the Project at different phases; at the discretion of Talentedge.

2.6. It is understood by the Parties that only student(s) who have successfully completed the Talentedge Training Program will be certified for being competent to cater to the growing needs of the Corporate Sector, which in turn is conditional upon the student(s) completing the requisite classroom and industry specific practical training conducted by Talentedge, as per the terms of this Agreement below.

2.7. It is understood by the Parties that the students who are eligible to apply for the MBA Degree Programme shall, by default, be eligible to take the Tests and participate in the Workshop sessions conducted prior to the Corporate Placement Interviews.

### 3. Role and Responsibility of "TMU":

#### 3.1. Promotion & Marketing:

3.1.1 It shall be the responsibility of "TMU" to reach out to the students studying in Colleges in and around "TMU" through its College Meetings, Events and other promotion and marketing materials, for the purpose of promoting, educating and raising awareness of the Project with the student(s) and their families.

3.1.2 It shall be the responsibility of "TMU" to include Talentedge, as appropriate, in the official events organized by "TMU" to enable Talentedge to promote the Project to the student(s) and their families.

3.1.3 It shall be the responsibility of "TMU" to assist Talentedge by giving access to the auditorium at the campus, as and when required, for promotion and awareness campaigns to be conducted for the benefit of the students who show interest in pursuing the MBA Degree Programme with the Talentedge Training Program.

3.1.4 It shall be the responsibility of "TMU" to assist Talentedge in instructing and educating the students, attending the Promotional events at the Campus, of the benefits of attempting the Tests.

#### 3.2. Tests:

3.2.1 It shall be the responsibility of "TMU" to co-operate and assist Talentedge in making all necessary provisions and / or arrangements




as required by Talentedge for conducting the Tests at the Campus for specified duration.


- 3.2.2 It shall be the responsibility of "TMU" to give prior intimation to Talentedge, in writing, of the number of students attempting the Tests at the campus of "TMU" on any given day, in order to enable Talentedge to intimate the Testing Partner to make the necessary arrangements for successfully conducting the tests for as many students as intimated to Talentedge by "TMU".
- 3.2.3 It shall be the responsibility of "TMU" to co-ordinate with Talentedge and assist Talentedge in conducting the Tests for the students at the campus.


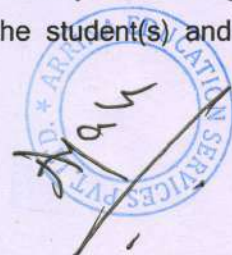
### **3.4 Workshop Sessions:**

- 3.4.1 It shall be the responsibility of "TMU" to intimate Talentedge of the number of students signing up for the Workshop Sessions after taking the Tests, within 3 working days of the last student sign - up and payment of fees thereof.
- 3.4.2 It shall be the responsibility of "TMU" to coordinate with Talentedge to ensure that the students appearing for Corporate Interviews scheduled by Talentedge at the Campus shall do so only after having successfully completed the Workshop.

### **3.5 Interviews & Corporate Placement:**

- 3.5.1 It shall be the responsibility of "TMU" to coordinate with Talentedge and assist Talentedge in organizing the students on the dates on which the said students are scheduled to appear for the Corporate Interviews.
- 3.5.2 It shall be the responsibility of "TMU" to assist Talentedge in arranging for meetings between the student(s) and representatives of the Corporate Partner through Video Conferencing, Skype or any other such medium for conducting Corporate Placement Interviews and / or post Interview follow - up(s), as and when deemed necessary.
- 3.5.3 It shall be the responsibility of "TMU" to ensure that each student carries a hard copy of his / her Curriculum Vitae ("CV") on him / her, on the date of the scheduled interview.
- 3.5.4 It shall be the sole responsibility of "TMU" to conduct any background verification of the student(s), if required and as per the Rules, Regulations, Policies and Guidelines set by the University; Talentedge shall not be responsible to verify the credentials of the student(s) and / or the information provided by them in their CV.



3.5.5 It shall be the responsibility of "TMU" to intimate to Talentedge the details of the Students who have applied for admission into the Talentedge Training Program and paid the fees thereof.

**3.6 Talentedge Training Program:**

3.6.1 It shall be the responsibility of "TMU" to make payment of the Talentedge Feesthrough the Talentedge Bank account as per schedule, which have been defined in Annexure 1 - Commercial.

3.6.2 Any student in case in the first 6 months of admissions drops/Withdrawn due to any of the reason same will be adjusted in the future payments. Post 6 months dropout / withdrawing from admission is deemed nonrefundable except in certain fringe cases where the steering committee members will take the decision on such situations so that we are compliant with the UGC norms.

3.6.3 It shall be the responsibility of "TMU" to hire well qualified and trained faculty to ensure the success of the Overall 2 Year MBA Degree Programme.

3.6.4 It shall be the responsibility of "TMU" to assist Talentedge in ensuring that the students secure the adequate attendance in the classroom session to qualify for certification under the Talentedge Training Program.

3.6.5 It shall be the responsibility of "TMU" to avoid pulling students out of the core classes of the Talentedge Training Program, whenever possible, to minimize the impact on class participation for the said student(s).

3.6.6 It shall be the responsibility of "TMU" to assist Talentedge in organizing field visits to be conducted during the course of the Talentedge Training Program.

3.6.7 It shall be the sole responsibility of "TMU" to assist Talentedge in conducting the Assessments / Examinations as and when required by Talentedge under the Talentedge Training Program, by providing the necessary infrastructure for the examinations along with support for Invigilation of the students during the Assessments / Examinations to be conducted on the scheduled dates intimated to "TMU" by Talentedge.

3.6.8 It shall be the responsibility of "TMU" to ensure the cleanliness of the Campus for the duration of the Talentedge Training Program.

3.6.9 It shall be the responsibility of "TMU" to notify Talentedge at least a week in advance of the closure of campus over holidays, winter break and summer vacations, etc.

3.6.10 It shall be the responsibility of "TMU" to provide timely clarifications regarding Academic inputs and any other relevant and necessary information to Talentedge.




### 3.7 General:

- 3.7.1 It shall be the responsibility of "TMU" to ensure that all valid permissions, authorization, approvals, No Objection Certificate ("NOC"), etc. from the University and / or any other relevant authority, as is necessary in pursuance of providing the MBA program as contemplated in this Agreement, are duly obtained and are in place before commencement of this Project. Talentedge shall not be responsible for any permission, authorization, license, NOC, etc., required for such purpose as contemplated under this Agreement.
- 3.7.2 "TMU" shall provide Talentedge with access to its campus to enable Talentedge to conduct its services under this agreement.
- 3.7.3 It shall be the responsibility of "TMU" to ensure that the representatives of Talentedge are oriented with the "TMU" staff, priorities and goals of the stated 2 year MBA Program.
- 3.7.4 It shall be the responsibility of "TMU" to provide Talentedge with adequate space at the Campus for execution of the agreed upon services and activities.
- 3.7.5 It shall be the responsibility of "TMU" to ensure that the Campus is well equipped with the basic infrastructure, amenities and minimum IT systems that are required to be in place prior to the commencement of the Project and in order to enable Talentedge to promote and execute the Project in its entirety and as per the terms of this Agreement.
- 3.7.6 It shall be the responsibility of "TMU" to provide Talentedge with access to the following basic equipment and resources, over and above the standard Infrastructure required to conduct the Talentedge Training Program in the "TMU" campus and in line with the University Rules and Regulations.
- 3.7.7 It shall be the responsibility of "TMU" to establish and maintain ongoing, consistent communication with the representatives of Talentedge.
- 3.7.8 It shall be the responsibility of "TMU" to provide Talentedge with access to individual as well as aggregate student information required for service delivery, project planning and research & evaluation purposes, in accordance with and to the extent allowed by the University and in compliance with other Applicable Laws.
- 3.7.9 It shall be the responsibility of "TMU" to ensure that except pre-agreed representative, no other representative(s) of "TMU" shall interfere in or attend any of the workshop sessions and / or the Corporate Placement Interviews and / or the Classes in progress for the Talentedge Training Program conducted by Talentedge while the said Workshop Sessions




and / or Corporate Placement Interviews and / or Classes for the Talentedge Training Program are in progress at the Campus.

3.7.10 It shall be the responsibility of "TMU" to ensure that no such parallel activity is conducted by "TMU" which may be prejudicial to the interests of the Project or Talentedge.

3.7.11 Any breach of the obligation under Clauses 3.7.8 and 3.7.9 shall be deemed a material breach of this Agreement.

#### **4. Role and Responsibility of Talentedge:**

The roles have been split in two categories:

##### **A - Admission Related Services:**

##### **4.1. Promotion & Marketing:**

4.1.1 It shall be the responsibility of Talentedge to instruct, educate and raise awareness of the Project, as appropriate, in the official events organized by "TMU" at the Campus for the purpose of promoting the Project to the student(s) and their families.

##### **4.2. Tests:**

4.2.1 It shall be the responsibility of Talentedge to coordinate with the Testing Partner and ensure that they conduct adequate number of Tests at the campus as intimated to Talentedge by "TMU".

4.2.2 It shall be the responsibility of Talentedge to instruct and guide the students taking the Tests and to coordinate with "TMU" for smooth and successful completion of all Tests conducted at the Campus.

4.2.3 It shall be the responsibility of Talentedge to guide the students in enabling them to access and download the Test Report from the portal of the Testing Partner.

##### **4.3. Workshop Sessions:**

4.3.1 It shall be the responsibility of Talentedge to organize Workshop Sessions for the student(s) who have expressed their interest in sitting for the Corporate Placement Interviews to be conducted by the Corporate Partner(s) at the Campus.

4.3.2 It shall be the responsibility of Talentedge to ensure that the Counseling and Training being provided to the student(s) through the Workshop Sessions is in line with the Job Description provided to Talentedge by the Corporate Partner(s).



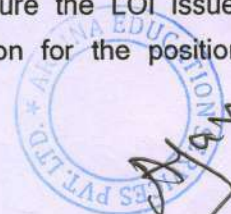


- 4.3.3 It shall be the responsibility of Talentedge to intimate "TMU" of the number of students who have successfully completed the Workshop Sessions and are being lined up for Corporate Interviews.
- 4.3.4 It shall be the responsibility of Talentedge to coordinate with the Student(s) and the Corporate Partner(s) for scheduling Corporate Placement Interview dates for the student(s) who have successfully completed the Workshop Sessions at the campus.
- 4.3.5 It shall be the responsibility of Talentedge to intimate "TMU" of the Corporate Placement Interview dates scheduled for each student in order to enable "TMU" to make the necessary arrangements in terms of providing infrastructure and amenities for the representatives of the Corporate Partner(s) to conduct the Interviews at the Campus and to enable "TMU" to organize the student(s) scheduled to appear for the said Interviews.

4.4. **Interviews & Corporate Placement:**

- 4.4.1 It shall be the responsibility of Talentedge to ensure the placement of candidate within 6 months post starting the program with Minimum CTC of Rs 3.5 Lac P.A.
- 4.4.2 It shall be the responsibility of Talentedge to ensure that the Corporate Partner(s) send their representative(s) to the campus for conducting the Corporate Placement Interviews of the students on the scheduled dates and as intimated to "TMU" by Talentedge. In the event that such representative(s) is unable to conduct an interview on any of the given / scheduled dates for reasons beyond the control of Talentedge, it shall be the responsibility of Talentedge to reschedule the Interview for a later date, of which Talentedge shall give advance intimation to "TMU".
- 4.4.3 It shall be the responsibility of Talentedge to arrange for meetings between the student(s) and representatives of the Corporate Partner through Video Conferencing, Skype or any other such medium for conducting Corporate Placement Interviews and / or post Interview follow-up, as and if deemed necessary.
- 4.4.4 It shall be the responsibility of Talentedge to provide "TMU" with a copy of the list of students selected by the Corporate Partner(s) within 3 working days of the selection; for effective coordination and communication with the student(s).
- 4.4.5 It shall be the responsibility of the Talentedge to ensure that the Corporate Partner(s) issues an LOI to every student who has been selected by the Corporate Partner for the Internship Program.
- 4.4.6 It shall be the responsibility of Talentedge to ensure the LOI issued to the selected student(s) outlines the Job Description for the position on

*Signature*





offer while clearly setting out the qualifying criteria for issue of an EOL in the form of the KRA set by the Corporate Partner(s).

4.4.7 It shall be the responsibility of Talentedgeto ensure that each student(s) signs the Joint Indemnity Form and submits the same to Talentedge along with the LOI.

4.4.8 It shall be the responsibility of Talentedge to furnish "TMU" with a copy of the Joint Indemnity Form for their records.

Execution of Clauses 4.1 to 4.4 by Talentedge is critical towards the admission of the student into this program of "TMU".

**B-Academic Delivery Services:**

**4.5. Talentedge Training Program:**

4.5.1 It shall be the responsibility of Talentedge to take due care in ensuring a merit - based selection process in evaluating the student(s) for admission into the Talentedge Training Program; without prejudice and irrespective of cast, creed, sex, religion or any other reason whatsoever.

4.5.2 It shall be the responsibility of Talentedgeto co - ordinate with "TMU" in collating the data of the students who have accepted the LOI from the Corporate Partner(s) and have expressed interest in pursuing the Talentedge Training Program, in order to enable "TMU" to follow up with the respective students for payment of fees thereof.

4.5.3 It shall be the responsibility of Talentedge to enroll all such students into the Talentedge Training Program for whom "TMU" has paid to Talentedge the Talentedge Fees

4.5.4 It shall be the sole responsibility of Talentedge to take the Talentedge Training Program forward for the benefit of the student(s) and the Project in its entirety.

4.5.5 It shall be the responsibility of Talentedge to assist "TMU" in hiring well qualified and trained faculty to ensure success of the Talentedge Training program part of the 2 year MBA Program.

4.5.6 It shall be the sole responsibility of Talentedge to decide on and invite Guest Faculty to take specific classroom sessions under the Talentedge Training Program.

4.5.7 It shall be the responsibility of Talentedge to align the business requirements of the Corporate Partner(s) with the Learning Objectives taught to the Students pursuing the Talentedge Training Program.



4.5.8 It shall be the sole responsibility of Talentedge to design and finalize the course Curriculum for the Talentedge Training Program and ensure that





the content is periodically modified and upgraded to meet the standard of the Industry.

- 4.5.9 It shall be the sole responsibility of Talentedge to organize field trips and industrial visits in line with the Curriculum and requirements of the Talentedge Training Program.
- 4.5.10 It shall be the sole responsibility of Talentedge to formulate adequate Assessments and conduct Examinations for specific Modules as required under the Talentedge Training Program in order to gauge the progress of the student(s) with reference to the KRA provided by the Corporate Partner(s).
- 4.5.11 It shall be the sole responsibility of Talentedge to intimate "TMU" of the dates scheduled for conducting the Assessments / Examinations of the student(s) under the Talentedge Training Program in order to enable "TMU" to make the necessary arrangements in terms of infrastructure for conducting the Assessments / Examinations and manpower for invigilating the student(s) on the scheduled dates.
- 4.5.12 It shall be the responsibility of Talentedge to ensure that the students understand that there will be no *Employer - Employee* relationship between the Corporate Partner(s) and the student(s) during the Internship Program.
- 4.5.13 It shall be the responsibility of Talentedge to ensure that the Students are aware of the location for work and job expectations from the student(s) for the Internship Program, as assigned to the student(s) by the Corporate Partner.
- 4.5.14 It shall be the responsibility of Talentedge to ensure that the students clearly understand the KRA outlined in the Job Description of the LOI and provide adequate training to the student(s) to enable the student(s) to fulfill the KRA set by the Corporate Partner(s).
- 4.5.15 It shall be the responsibility of Talentedge to ensure that the Students have understood that non - adherence to the criteria for the minimum KRA will result into a revocation of the LOI for the Internship Program and EOL with the Corporate Partner(s).
- 4.5.16 It shall be the responsibility of Talentedge to provide a certificate to all the students who successfully complete the Talentedge Training Program.
- 4.5.17 It shall be the responsibility of Talentedge to maintain physical registers to record attendance of the students attending the Talentedge Training Program and to share details of the attendance records with "TMU", as and when deemed necessary.
- 4.5.18 It shall be the responsibility of Talentedge to avoid pulling students out of the core classes of the MBA Degree Programme, whenever possible, to minimize the impact on class participation for the said student(s).

  
  
Registrar

  
  
Head of the Institution



4.5.19 It shall be the responsibility of Talentedge to ensure that the Corporate Partner(s) issue an EOL to the student(s) successfully completing the Talentedge Training Program, wherein the EOL must be in line with the LOI issued to respective student(s) and with mutually agreeable terms and conditions set as per the Corporate Human Resource Policy of the Corporate Partner(s) and Industry standards.

4.6. **General:**

- 4.6.1 It shall be the sole responsibility of Talentedge to enter into arrangements with third - party vendors to ensure effective and timely execution of the Agreement and to further ensure that such third - party vendors shall meet all expectations under the Agreement.
- 4.6.2 It shall be the responsibility of Talentedge to maintain records, reports, registers and documents for all aspects pertaining to the student(s) admitted into the Talentedge Training Program including, but not limited to, Attendance Registers, Visitor Register, Internship Program Records, Corporate Placement Records, Records of Invoices Raised on "TMU", Records of Field Trips undertaken with the student(s), etc. and to make the same available for inspection and verification by the University, as and when deemed necessary.
- 4.6.3 It shall be the responsibility of Talentedge to notify "TMU" in advance if any additional space is required by Talentedge to provide the agreed upon services.
- 4.6.4 It shall be the responsibility of the Talentedge to ensure that "TMU" is updated with the performance of the Students in the Talentedge Training Program from time to time.
- 4.6.5 It shall be the responsibility of Talentedge to update and intimate "TMU" of the progress of the Project from time to time; the intimation being in writing and in the form of a Progress Report.
- 4.6.6 It shall be the responsibility of Talentedge to seek approval in writing from "TMU" for any ideas and / or any activity(ies) that need to be incorporated / implemented on an ad - hoc basis and / or urgent basis, which may have a direct bearing on the image and reputation of "TMU".
- 4.6.7 It shall be the responsibility of Talentedge to ensure that no representative(s) of Talentedge shall interfere in or attend the MBA Degree Programme lectures conducted by the representatives of "TMU" while the said lectures are in progress at the campus. Any breach of the obligation under this clause shall be deemed a material breach of this Agreement.





## 5. Joint Responsibility of the Parties:

### 5.1. Constitution of Steering Committee:

5.1.1 It shall be the responsibility of both Parties to constitute a Steering Committee ("**Steering Committee**") with the following constitution with a view to operate the Agreement quite meaningfully and successfully.

5.1.1.1 Head of the MBA Degree Programme ("**TMU**")

Chairman

5.1.1.2 Program Coordinator (Talentedge)

Member

5.1.1.3 Field Representative (Talentedge)

Member

5.1.1.4 Field Representative ("**TMU**")

Member

5.1.2 The quorum of the Steering Committee shall be the Chairman plus TWO members. No meeting shall be conducted without the presence of the Chairman of the Committee.

5.1.3 The Chairman of the Steering Committee shall have the sole responsibility to decide and define the key responsibilities for all members of the Steering Committee after consulting with the Program Coordinator.

5.1.4 The function of the Steering Committee shall be to oversee planning and meaningful execution of the Agreement as delineated below:

5.1.4.1 To bring Academia and Industry on a common platform by evolving a strategy that maps the requirements of updated employable knowledge and skills with competent manpower to the industry.

5.1.4.2 To provide guidance, direction and approval regarding methodology for marketing of the Project.

5.1.4.3 To participate effectively in integrating the benefits arising from the Talentedge Training Program with that of the MBA Degree Programme.

5.1.4.4 To evolve and agree on size of the class, the period of each course module and the frequency of the batches that is to be conducted for the Talentedge Training Program.

5.1.4.5 To decide the day - wise and hour - wise schedule that shall be adhered to for successful running of the Talentedge Training Program.

5.1.4.6 To routinely screen for academic and attendance related problems of the students to the extent possible and to support academic achievement by removing barriers to learning.

5.1.4.7 To carry out a periodical review of the progress made in the Project and handle the issue of extension or termination of the Agreement beyond the Term, based on the review.




5.1.4.8 To suggest and approve amendments in the Agreements, if so required.

5.1.4.9 To handle the issues of dispute, the directions given by the Committee to resolve the disputes including recommendations for disciplinary action of the student(s), if necessary.

5.2 Both Parties shall maintain continued and active participation with each other in the coordination of the Committee and other collaborative decision making bodies.

5.3 Both Parties shall ensure that all the Brand guidelines are followed while promoting the Program through the medium of TV Commercials, Newspapers Advertisements and / or any other media as mutually agreed upon by the Parties.

5.4 Both Parties shall engage in and utilize a collaborative problem solving approach to resolve issues that may arise from time to time and during the tenure of the Term of this Agreement.

5.5 Both Parties shall collaborate with each other to ensure the linkage and delivery of services that respond to needs of the students in the best possible manner.

5.6 Both 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.

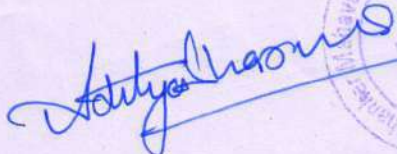
## **6 Financial Arrangement:**

### **6.1 Costs Incurred and Expenses:**

6.1.1 All Direct Marketing Costs of the Project (as mutually agreed) including but not limited to TV Commercials, Newspapers Advertisements and / or any other media for acquisition of students to be planned, sanctioned and borne by "TMU".

6.1.2 All expenses Incurred in organizing and conduction of the Workshop Sessions and / or the Corporate Placement Interviews and / or the Talentedge Training Program to be borne by Talentedge but not including costs incurred for refreshments / stay etc if needed which shall be borne by "TMU".

6.1.3 Basic Administrative costs pertaining to everyday use of the Infrastructure including but not limited to the use of the Photocopier Machine, the Fax Machine, Projector, etc. at "TMU", shall be borne by "TMU" alone and Talentedge shall not be responsible for any Administrative Costs Incurred during the course of the Project.





## 6.2 Consideration:

6.2.1 In lieu of the services provided / performed by Talentedge, "TMU" shall pay to Talentedge the Talentedge Fees, for every student who accepts the LOI in writing and approaches "TMU" for admission into the Talentedge Training Program by payment of fees thereof.

6.2.2 For the purpose of Clause 6.2.1 above, it shall be the sole responsibility of "TMU" to collect the fees from the respective student(s) and deposit the same Talentedge bank account as per Annexure 1

6.2.3 All Talentedge Fees needs to be cleared before commencement of Internship Program else Talentedge reserves the right to cancel the internship and subsequent placement and "TMU" shall assume full liability for the same.

6.2.4 Talentedge will raise an invoice on "TMU" for the services to be rendered by Talentedge to "TMU". Such invoices shall contain necessary particulars including applicable GST. Under no circumstances shall "TMU" refuse to pay, or seek refund of the undisputed amounts due under Clause 6.2.1 or any part thereof. In the case of disputed amounts, the same shall be mutually discussed by the Parties. If no resolution is agreed upon within 30 days, the dispute must be referred to arbitration as per clause 19.3 of this Agreement.

## 6.3 Mode of Payment:

6.3.1 "TMU" will transfer the payment in Talentedge bank account

6.3.2 Over and above the consideration paid to Talentedge as stipulated in Clause 6.3.1 above, no amount shall be due and payable to Talentedge for any further activity undertaken by Talentedge in the Project.

6.3.3 Talentedge shall not be liable for any financial commitments made by "TMU" or vice - versa, unless such commitment has been agreed to and approved by the Parties in writing.

6.3.4 Talentedge shall not be liable to provide services if it has not received full payment under an invoice.



  




## **7 Additional Terms and Conditions:**

- 7.1 Both Parties have full power and authority to enter into this Agreement and take any action to execute any documents required by the terms hereof; and that this Agreement entered into has been duly and validly executed and delivered, and is legal, valid and binding obligation of, enforceable in accordance with the terms hereof; and that the executants of this Agreement are duly empowered and authorized to execute this Agreement and to perform all its obligation in accordance with the terms herein.
- 7.2 It shall be the sole responsibility of "TMU" to deal with and fulfill the obligations that "TMU" has with the affiliating bodies in any and every respect including payment of any pending fees, etc. Talentedge will not be responsible for fulfillment of any obligation(s) towards the Affiliating body, financial or otherwise.
- 7.3 All courseware provided by Talentedge is its copyright. Confidentiality of same shall be maintained and "TMU" will ensure that it is not replicated in any way with any other entity outside the scope of this Agreement.
- 7.4 Neither Party shall use, release and / or disclose the data and / or reports relating to any individual student under this Agreement outside the scope of this Agreement.
- 7.5 Talentedge shall not transfer or pass on candidates who have already accepted an LOI and / or EOL from one respective Corporate Partner to any of its other respective Corporate Partners with whom Talentedge has a tie - up and / or Agreement and / or understanding to provide internship and / or employment placement in their organization for student(s) covered by this Agreement.
- 7.6 In the unlikely event that an LOI stands void / nullified on account of any untoward incident on the part of a Corporate Partner, not caused by an act or omission of an act on the part of the respective student(s), Talentedge shall arrange for the said student(s) to be given 3 (three) attempts for placement with another Corporate Partner of Talentedge by arranging for Corporate Placement Interviews for the respective student(s). Despite the effort of Talentedge to place the student(s) with another Corporate Partner of Talentedge, should the said student(s) fail to secure a Corporate Placement of their choice, Talentedge and / or "TMU" shall not be responsible in any way, financial or otherwise, for the loss suffered by the respective student(s).
- 7.7 Parties shall be free and independent to carry on other services and trainings besides that covered under the scope of this Agreement.
- 7.8 Each Party grants the other Party a limited non-exclusive license during the Term of this Agreement to use the logo, trade name and training material




8.6 Each Party is the sole owner of such intellectual property rights and the other Party shall have no rights, thereto if not expressly mentioned, or permitted / licensed in this Agreement. Neither Party may use the other Party's intellectual property rights without prior consent of the possessing Party. Nothing contained in this Agreement is intended to, or shall be constrained to grant to either Party any license or right regarding the other Party's intellectual property rights.

8.7 Any breach of the obligations under this clause shall be deemed a material breach of this Agreement.

## 9 Confidentiality:

9.1 Scope - All confidential, non-public or proprietary information (regardless of how the information is stored or delivered), disclosed to the receiving Party by the disclosing Party or with which receiving Party comes into contact before, on or after the date of the Agreement relating to the business, technology or other affairs of the Party providing the information shall be deemed to be confidential information of the disclosing Party ("Confidential Information"). All Confidential Information shall remain disclosing Party's exclusive property. Receiving Party shall receive in confidence any Confidential Information of the Disclosing Party and shall use it only for purposes of this Agreement. Receiving party shall ensure that its authorized employees are made aware of the confidentiality obligations under this Agreement. If an authorized employee refuses to comply with the confidentiality obligations under this Agreement, the said authorized employee shall not be provided with any Confidential Information by the receiving Party. Subject to the terms of this Agreement, at any time during or after the Term of this Agreement, at the disclosing Party's request, receiving Party shall return promptly to the disclosing Party or completely and permanently destroy any copies of such Confidential Information in written, graphic or other tangible form, providing to the disclosing Party a list of all such material destroyed.

9.2 Exceptions - The obligations in Clause 9.1 above do not apply to Confidential Information which, as shown by reasonably documented proof (a) was in the receiving Party's possession prior to its receipt from the disclosing Party and not subject to a confidentiality obligation to the disclosing Party or (b) was received by receiving Party in good faith from a third party not subject to a confidentiality obligation to the disclosing Party; or (c) now is or later becomes publicly known through no breach of confidentiality obligation to the disclosing Party; or (d) is authorized in writing by the disclosing Party to be released or is designated in writing as no longer being confidential or proprietary; or (e) is independently developed by receiving Party without the use of the disclosing Party's confidential information; or (f) is required to be disclosed by law or court order or by any governmental authority (provided that the disclosing party shall promptly notify the receiving Party of any such requirement prior to disclosure in order to afford such other party an opportunity to seek a protective order to prevent or limit disclosure).

9.3 Equitable Relief - Both Parties acknowledge that any violation of this section will cause irreparable harm and injury to the disclosing Party and the disclosing party shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to seek an injunction enjoining and restraining the receiving Party from doing or continuing to do any such act and any other violations or threatened violations of this Agreement.

## 10 Indemnity:

10.1 "TMU" hereby agrees to fully indemnify, defend and hold harmless Talentedge and its directors, officers, employees and agents, at all times, against and in

  
21



owned by it for the purpose of promoting the Project to the student community. Each Party must follow the branding guidelines of the other Party and each artwork must be approved in writing before publishing.

- 7.9 The Parties shall perform their duties in strict compliance with all the Applicable Laws in India along with the rules and regulations as duly constituted by the Government authorities in India and shall obtain all licenses, restrictions or other approvals, if any, required by laws in India in connection with the services to be rendered hereunder.
- 7.10 The Parties recognize that it is impractical to provide for every contingency in this Agreement, which may arise during the Term of the Agreement and the Parties hereby agree that it is their intention that this Agreement shall operate fairly between them and without detriment to the interest of either Party, and that, if during the Term of this Agreement, either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall give rise to a Dispute in accordance with Clause 19 of this Agreement hereof.

#### **8 Intellectual Property Rights:**

- 8.1 All data generated by the Testing partner during the course of the Project for students pursuing the MBA Program at "TMU", including the results of the Tests and Test Reports generated thereof, shall be the sole property of "TMU".
- 8.2 All proprietary, non - public information concerning the Project, including but not limited to the Talentedge Training Program, shall be considered confidential and shall remain the sole property of Talentedge.
- 8.3 "TMU" agrees and confirms that all Intellectual Property Rights in the Training Material for the Project shall at all times vest in and remain with and belong to Talentedge.
- 8.4 The Parties agree and undertake that they will not set up an adverse claim in respect of each other's intellectual property at any time either during the currency of this Agreement or at any time thereafter.
- 8.5 The Parties undertake that they will not infringe upon any intellectual property rights of the other Party which shall remain in exclusive possession of the respective Parties. The Parties shall obtain permission in writing for the usage of any logo, motif, emblem or any other intellectual property right vested in the respective Parties to be used in connection with the implementation of the present Agreement from the respective Party.




respect of all damage, losses, liabilities, costs and expenses arising out of, by reason of, in connection with or as a result of any claim by the Affiliate Body (like UGC etc.) against "TMU", if and to the extent any such indemnifiable loss is attributable to "TMU".

10.2 "TMU" hereby agrees to fully indemnify, defend and hold harmless Talentedge and its directors, officers, employees and agents, at all times, against and in respect of all damage, losses, liabilities, costs and expenses arising out of or in consequence to:

10.2.1 Breach or alleged breach (if alleged by an outside / external party to this Agreement) of any of the terms and conditions by "TMU" under this Agreement; or

10.2.2 Any actions / claims / demands pertaining to the deliverables and other material provided by "TMU" for the purpose of execution of the Project under this Agreement, including but not limited to any infringement of the Intellectual Property and / or other rights to any outside / external party to this Agreement; or

10.2.3 Any disclosure and / or leakage of confidential information in violation of this Agreement by "TMU" or any of its employees / representatives; or

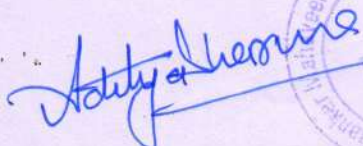

10.2.4 Violation of any applicable laws, government rules, regulations and policies by "TMU";

10.2.5 The indemnification obligations of "TMU" as defined above shall be without prejudice to the rights and remedies of Talentedge under applicable law, including without limitation, claiming appropriate compensation or damages from "TMU" and / or termination of this Agreement or any part thereof, in accordance with the terms and conditions of this Agreement.

10.3 Talentedge hereby agrees to fully indemnify, defend and hold harmless "TMU" and its directors, officers, employees and agents, at all times, against and in respect of all damage, losses, liabilities, costs and expenses arising out of or in consequence to:

10.3.1 Breach or alleged breach (if alleged by an outside / external party to this Agreement) of any of the terms and conditions by Talentedge under this Agreement; or

10.3.2 Any actions / claims / demands pertaining to the deliverables and other material provided by Talentedge for the purpose of execution of the Project under this Agreement, including but not limited to any infringement of the Intellectual Property and / or other rights to any outside / external party to this Agreement; or




- 10.3.3 Any disclosure and / or leakage of confidential information in violation of this Agreement by Talentedge or any of its employees / representatives; or
- 10.3.4 Violation of any applicable laws, government rules, regulations and policies by Talentedge;
- 10.3.5 The indemnification obligations of Talentedge as defined above shall be without prejudice to the rights and remedies of "TMU" under applicable law, including without limitation, claiming appropriate compensation or damages from Talehtedge and / or termination of this Agreement or any part thereof, in accordance with the terms and conditions of this Agreement.

**11 Limitation of Liability:**

Neither Party shall be liable to the other for any consequential, incidental, indirect, punitive or special damages of any kind (including but not limited to Loss of Profit and / or actual loss / damages) arising out of or in relation to this Agreement. Each Party's liability shall be limited to the 50% of Talentedge Fees collected in the six months period prior to the date of breach.

**12 Relation between the Parties:**

- 12.1 This Agreement is executed by the Parties on a '*Principal to Principal*' basis and nothing in this AGREEMENT shall be construed to make either of the Parties to this Agreement a partner, an agent or legal representative of the other for any purpose; except with the express written consent of the other Party.
- 12.2 Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party.
- 12.3 Neither Party shall have or represent itself as having, any authority under the terms of this Agreement to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.
- 12.4 The relationship between the Parties shall only be that of Independent Contractors.





**13 Non - Exclusivity:**

Except as otherwise provided in this Agreement, the relationship of the Parties under this Agreement shall be non-exclusive.

**14 Assignment:**

14.1 It is understood by the Parties herein that this Agreement is based on the professional competence and expertise of each Party and hence, neither Party shall transfer, assign or delegate any of the rights or obligations arising under this Agreement hereunder, either wholly or in part, to any third party - the only exception being assignment by Talentedge to any of its wholly owned subsidiaries.

**15 Agreement and Amendment:**

15.1 This Agreement constitutes the complete expression of the agreement and understanding between the Parties with respect to the subject matter herein and supersedes all other prior agreements, obligations, promises, arrangements, communications, negotiations and undertakings, whether oral and / or written, with respect to the subject matter hereof.

15.2 If statements must be made in writing, they are deemed to have been made in writing when using electronic data communications or any other machine - readable form as long as the originator of the message is identifiable.

15.3 The Parties may conduct an evaluation of the Project and propose modifications which may be implemented at any time, effective from the date of written notification mutually agreed upon and signed by the respective duly authorized representatives of the Parties hereto.

15.4 No amendment or revision of this Agreement shall come into effect unless it has been mutually agreed upon by the Parties and such agreement is recorded in writing. Any such amendment and modifications will be listed in an Annexure hereto.

**16 Waiver:**

No waiver by either Party of any breach of any of the conditions, covenants or terms of this Agreement shall be effective unless it is in writing and no failure or delay by either Party in insisting upon strict performance of any of the terms or conditions of this Agreement or in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

*Aditya Kumar*





**17 Term & Termination:**

17.1 This Agreement becomes effective on the Effective Date and shall remain in effect for a period of 5 (Five) years or completion of 4 Batches, whichever is later, from the Effective Date unless terminated in accordance with the terms and conditions set out under this Agreement.

17.2 This Agreement shall automatically be renewed every 5 (Five) years, provided that Talentedge and "TMU" reserve their respective rights to withdraw their participation in the Agreement upon written notice and in accordance with the terms and conditions of this Agreement.

**17.3 Termination and its Consequences:**

17.4 This Agreement shall not automatically terminate on expiry of the Term.

17.5 Either Party has the right to mutually or unilaterally terminate / withdraw their participation in this Agreement, in whole or in part, for non-performance by the other Party, based on half yearly detailed reviews, by giving the other Party 3 months' notice.

17.6 In the event either Party wishes to terminate the Agreement without reason, it shall communicate to the other Party its intention to terminate the Agreement by written notice of 3 months to the other effective from the date of service of such notice.

17.7 Either Party shall have the option to terminate the Agreement, in whole or in part, in case of material breach of any of the terms and conditions of this Agreement, which has not been cured within 30 days of notice, by any Party to this Agreement, by giving a written notice of 15 days and upon such termination, the Party causing the breach shall be liable to the other Party for the costs and consequences arising out of such breach.

17.8 However, no such termination as specified above shall effect:

17.8.1 The obligations of the participants under the Confidentiality Clause and the Indemnity Clause, or any other agreement entered into pursuant to this Agreement, which obligations shall survive any such termination.

17.8.2 The Workshop sessions and / or Corporate Placement Interviews and / or Trainings in progress at the time of Terminating the Agreement, which shall remain unaffected and will be completed in the agreed period and until all students are not counseled and / or successfully placed and / or trained.

17.8.3 All other such provisions under this Agreement which by their very nature are required to survive the termination of this Agreement for the




Parties to enforce the rights and obligations which arose till the date of the Termination, will survive Termination of this Agreement.

17.8.4 Both the parties would have to fulfill their respective delivery obligations of the batches which are live at the time of termination, this is subject to Talentedge being paid its share towards fulfilment of such obligations.

#### 18 Notice:

18.1 All notices and other communications, documentations and proceedings which are in any way relevant to this Agreement, must be served / delivered by one Party to the other Party in writing and sent to the recipient at the address stated above and shall be deemed to have been received on receipt of acknowledgement.

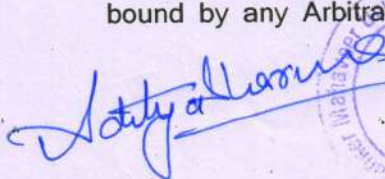

18.2 All such Notices and other communications as stated in 18.1 above may only be served / delivered in English language.

#### 19 Governing Law, Jurisdiction and Settlement of Disputes:

19.1 This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts in Moradabad, at the sole discretion of the aggrieved Party shall have exclusive jurisdiction over matters arising out of or in relation to this Agreement.

19.2 Notwithstanding the terms of clause 20.1 above, the Parties agree that in the event of any dispute or difference that shall arise between the Parties to the Agreement as to any terms, provisions or matters contained herein or as to their respective rights and claims, duties and / or liabilities hereunder, or otherwise, howsoever in relation to or arising out of or concerning this Agreement, the Parties shall make their best efforts to amicably settle all disputes, controversies or claims arising out of, or in connection with, this Agreement or the interpretation thereof.

19.3 Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination or invalidity thereof, which cannot be settled amicably and within a period of 60 days from the date on which such dispute arose, shall be settled by arbitration in accordance with the Arbitration Act, 1996 before a sole arbitrator that is mutually appointed by both Parties. The place of the Arbitration shall be Mumbai or Guwahati, as chosen by the Party first making a claim and initiating arbitration. The Parties hereto agree to be bound by any Arbitration Award rendered in accordance with this provision as




the final adjudication of any dispute. The language of arbitration shall be English and both parties shall equally bear the cost of arbitration, unless otherwise ordered by the Arbitrator.

## **20 Force Majeure:**

- 20.1 It is expressly agreed that neither Party shall be liable for any default, delay, lapse or inability to fulfill their commitments hereunder, occasioned in whole or in part due to reasons of force majeure including any strike, lock - in, fire, breakdown, war, tempest, sabotage, change of law, destruction of network, pandemic, epidemic, act or regulation of Government, inability to secure Government authorization and / or approvals or any other act of God or any other cause beyond their reasonable control ("**Force Majeure Event**").
- 20.2 The Party claiming the Force Majeure Event shall promptly notify the other Party in writing of its reasons for the delay or stoppage and its likely duration and shall take all reasonable steps to overcome the delay or stoppage.
- 20.3 If the Force Majeure Event continues for more than 20 days, either Party may terminate this Agreement with immediate effect on giving written notice to the other and neither Party shall be liable to the other for such termination and / or may resume performance under the Agreement after the completion of Force Majeure Event, by entering into an amendment agreement executed by the Parties.

## **21 Headings and division of this Agreement:**

The Headings and sub - headings in this Agreement and the division of this Agreement into separate sections are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

## **22 Severability:**

In the event that anyone or more of the provisions contained herein, or the application thereof on any circumstance, is held invalid, illegal or unenforceable in any respect, such provision or provisions shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without invalidating the remainder of such provision(s) of this Agreement, and such invalid, illegal or unenforceable provision(s) or portion thereof shall, to the maximum extent possible, be substituted by enforceable provision(s) or portion thereof that preserve(s) the original intentions of the Parties.

*Atulya Chandra*  
Registrar  
Tamil Nadu Open University, Moradabad, 224001





**23 Licenses and Regulations:**

In the performance of this AGREEMENT both the Parties agree that they shall comply and shall cause their personnel to comply with all the local laws and regulations, which affect the undertakings to be executed by the Parties under this AGREEMENT. Both Parties shall have all relevant permits and licenses in place necessary for the proper execution of the AGREEMENT.

**24 Costs of the Agreement:**

Each Party shall bear the costs of carrying out their respective obligations under this Agreement.

**25 Signed in Duplicate:**

This Agreement is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

26 Each Party hereby agrees that they will not do any action which might harm, hinder or negatively affect the duties of the other Party set out within this Agreement.

27 This Agreement is binding on the Parties by virtue of the conduct of the Parties and in spite of any defect or error in the formality of its execution.




IN WITNESS WHEREOF, the Parties hereto, acting by their duly authorized officers, have caused this AGREEMENT to be executed, these presents effective as of the day and year first above written.

For & on behalf of Teerthanker Mahaveer University

SIGNED, SEALED AND DELIVERED ]  
by the within named ]

Dr. Aditya Sharma

NAME, Party of the FIRST PART



For & on behalf of ARRINA EDUCATION SERVICES PVT LTD

SIGNED, SEALED AND DELIVERED ]  
by the within named ]

[Signature]

22.09.2021

Who have in token thereof set and subscribed their respective hands hereto in the presence of Witnesses:

1. Vipin Jain Principal - TMIMT.

NAME & ADDRESS

[Signature]  
22/09/2021

SIGNATURE

2.

Abhinav Rastogi  
Sr. mgr. Vipin Rastogi

NAME & ADDRESS



[Signature]

SIGNATURE



## Annexure 1 - Commercial:

The commercials for this agreement are as under:

Fees Structure	Talentedge Fees (INR)	Payable On
4 Equal Installments	31250 each	Payable before start date of every semester

- Total MBA fee is Rs 5,00,000 per student and assuming Start Date of Intake is 1st Sep '21 - Intake Date

The total fees of Rs. 1,25,000/- per candidate is inclusive of GST or other applicable taxes and would be split in the following Ratio of services delivered:

Fees as per Clause 4A which includes Clause 4.1 to Clause 4.4 towards admission related services would be Rupees 35,000/- per student. In case the student is not offered LOI with the stipulated time frame of 6 months, a learner will be eligible for a refund of an amount 35,000/- (Thirty Five Thousand Only) paid towards the Program fee, if Talentedge is unable to get a letter of intent (hereinafter referred to as LOI) for a learner from a company within 180 days from the Program commencement date"

Fees as per Clause 4B which includes Clause 4.5 onwards all the other sub clauses in Clause 4 – towards Academic Delivery Services – Rupees 90,000/- per student.

### Addendum

As an special scope, Talentedge will be enrolling students from academic Year 2020-22 in "Corporate MBA Program", based on below points –

- Talentedge will enroll students from MBA domain (academic year 2020-22), those are in 3<sup>rd</sup> semester or left with 10 months atleast
- Other terms and conditions will remain same, as mentioned and agreed in MOU

### Key Program Highlights

- 9 months "Customized Placement First Management Program".
- Months 1<sup>st</sup> to 3<sup>rd</sup> will be delivered jointly by both - Academic Partner and Talentedge
- Months 6<sup>th</sup> to 9<sup>th</sup>, delivered by partnering corporate in collaboration with Talent Edge

Duration	Outcome
Months – 1 <sup>st</sup> to 3 <sup>rd</sup>	80 hours of online training on soft skills + Placement Drive
Months – 4 <sup>th</sup> to 9 <sup>th</sup>	Internship

### Role of Academic Partner




- Student Sourcing, Degree, infra Management and helping Talentedge to arrange the Interview of students

#### **Role of Talent Edge**

- Corporate Sourcing, Customization of Content in consultation with Corporate partner
- 80 Hours of Online Delivery of content
- 100% Placement for all selected students within 3 months post starting of program
- months paid internship with minimum 10K Stipend during internship.
- 6 months confirmed internship
- Minimum salary is 3.0Lac

#### **Payment conditions**

- Talentedge cost for each student would be Rs 90K (Inclusive of all taxes) and will be paid by "TMU" as per below schedule
- Talentedge will refund Rs 30,000/- each candidate, if student don't get the placement within first 3 months, post starting of program

Duration	Amount	Outcome
1 <sup>st</sup> Instalment	30,000	At the time of admission or before starting of program
2 <sup>nd</sup> Instalment	60,000	Before joining the internship or beginning of 4 <sup>th</sup> month

*[Handwritten signature]*

*[Circular stamp: University of Maharashtra, Registrar, Mumbai]*

*[Handwritten signature]*

*[Circular stamp: ARRINA EDUCATION SERVICES, PUNE]*