

## Institutional Agreement Document

This Agreement is made on 6<sup>th</sup> June 2019, by and between:

**MANYA EDUCATION PVT. LTD.**, a company incorporated under Companies Act 1956 having its registered office at B-7/2, Okhla Phase – II, New Delhi – 110 020 (hereinafter referred to as “MEPL”, which expression shall include its legally constituted signatories, assigns, successors and officers duly authorized to execute such agreement) **OF THE FIRST PART / FIRST PARTY** through Mr. Ramachandra Prabhu, Regional Head, who is duly authorized to represent MEPL

**AND**

**JAIN**(Deemed-to-be University), located at #44/4, District Fund Road Jayanagar, 9th Block Behind Big Bazaar, Bengaluru, Karnataka 560069 (hereinafter referred to as “Institute”, which expression shall expressly include its legally constituted signatories, assigns, successors and officers duly authorized to execute such agreement) **OF THE SECOND PART / SECOND PARTY** through **Dr. N V H Krishnan, Registrar – JAIN**(Deemed-to-be University), who is duly authorized to represent the Institute.

**WHEREAS**, MEPL is the Master Franchisee of **The Princeton Review, U.S.A.** and has attained leadership position in the business of coaching for **GRE, GMAT, SAT, ACT, AP, IELTS, and TOEFL** as per norms and methodologies developed by **THE PRINCETON REVIEW** and owns or has access to various copyrighted material, proprietary information and a substantial body of Technical know-how relating to selection of Faculty members and other staff, scheduling and administering education and procedures of examining the standards possessed / attained by Students.

**AND WHEREAS**, the **Institute** has over 1000+ students in departments of various engineering streams.

**AND WHEREAS**, the **Institute** desires to impart special training to its Students to enhance the skill sets and effectiveness of Study Abroad aspirants. Further, the **Institute** desires to enable them to secure acceptance into Ivy League and such other Universities/Institutes by equipping them with the necessary skill sets to achieve the desired test scores in **GRE, GMAT, SAT, ACT, AP, IELTS and TOEFL** Examination. Furthermore, the **Institute** also desires to facilitate the training, counseling and guidance of the Students to meet the pre-requisites and criteria for attaining admission into their dream university.

**AND WHEREAS**, MEPL has trained and certified teachers having vast experience in their subject area for taking test-prep classes for **GRE, GMAT, SAT, ACT, AP, IELTS and TOEFL**, and such expert faculty members of MEPL, through proprietary information and technical know-how, which it either owns or has exclusive access to, has been coaching Students in facilitating them

develop the necessary skill sets required to make the best attempt at achieving the required test scores in **GRE, GMAT, SAT, ACT, AP, IELTS and TOEFL**.

**AND WHEREAS**, the **Institute** has approached MEPL and has expressed its desire to engage the latter as a consultant on behalf of and at behest of its applicant Students who will undertake **GRE, GMAT, SAT, ACT, AP, IELTS and TOEFL** Prep Coaching Classes and Admission Counseling Services. (Hereinafter referred to as the **Program**).

**AND WHEREAS**, MEPL has explained the Program structure to the **Institute**, which has agreed to start the Program now, thereof, in witness of the understanding herein above and mutual covenants hereinafter the parties agree as follows:

#### 1. TERM:

This Agreement shall be effective upon full execution of this Agreement and shall continue for a period of **3** Years from the date of its execution. The Agreement may be extended by a separate written agreement signed by both parties. Any written agreements altering the term and/or conditions of this agreement must be reviewed and approved in advance by both parties. The term of this agreement shall be applicable to each applicant student, *mutatis mutandis* during the term of such course that the said applicant has enrolled for.

#### 2. PROGRAM:

2.1. PROGRAM DESCRIPTION - MEPL shall depute teachers who are specialized in providing **GRE, GMAT, SAT, ACT, AP, IELTS and TOEFL** Coaching Classes as per **The Princeton Review** pedagogy.

2.2. PROGRAM STRUCTURE - The Program Structure shall be as under:

	GRE	GMAT	SAT	IELTS*	TOEFL*
Minimum No of Students	20	15	15	20	20
Maximum Students/Batch	30	25	20	30	30
Minimum No of Batches	1	1	1	1	1
No of Hours/Per Week	6	6	6	5	5
Total No of Hours/Batch	51	63	60	24	24



3.4 ELIGIBILITY: The Students referred by the **Institute** for the program are expected to possess the basic minimum reading and writing skills in English language. Students must carry a Valid ID card issued by the institute to avail the offer.

#### 4. DELIVERABLES OF MEPL

4.1. EXPERIENCE AND EXPERTISE - MEPL shall depute Full Time Teachers, who are trained experts in conducting **GRE, GMAT, SAT, ACT, AP, IELTS and TOEFL** Test-Prep Coaching Classes to carry out the Program. The said Full Time Teachers shall have teaching experience of not less than 5 years with minimum two years training experience with MEPL. MEPL shall make all such valid documentation/certification regarding their expertise in the field of conducting **GRE, GMAT, SAT, ACT, AP, IELTS and TOEFL** Test Prep Coaching Classes.

4.2. TRAINING SCHEDULE - Once the total number of Students is finalized, MEPL shall draw-up a Program Schedule and hand over the same to the **Institute** within 10 days. It is clarified that the Program Structure mentioned in Clause 2.2. is based on the minimum number of students as mentioned in Clause 2.2 signing up for the Program. In the event the total number of Students signing up for the Program is not meeting the minimum number of students as mentioned in Clause 2.2, MEPL is free to alter the Program Structure mentioned in Clause 2.2. only to the extent that the number of batches, number of Students per batch, and the number of sessions/hour may be altered. The remaining Program Structure shall be in accordance to Clause 2.2. subject to the provisions of Clause 3.1.

4.3. DELIVERY OF COURSE WARE - Once the Batch Strength is finalized and the entire Program Fee is remitted by the **Institute**; MEPL shall deliver all the courseware within a period of 15 days from the receipt of the Program Fee. MEPL shall provide access to Online Student portal with access to online lessons to the enrolled Students, within 1 week of the commencement of the batch.

4.4. ATTENDANCE – MEPL shall submit to the Institute, a weekly Attendance Report of the Students attending each batch/session of the Program by mail to the following IDs. 1) registrar@jainuniversity.ac.in 2) sa.hariprasad@jainuniversity.ac.in  
3) easwaran.iyer@jainuniversity.ac.in

4.5. REPORTS – MEPL shall submit to the Institute, at the end of every month, a Report containing a detailed description of the training imparted during the said period. Further, MEPL shall also maintain a Student Report Card containing the collated record of the scores secured by each student in the Paper Tests/Online Drills. MEPL shall submit the said Student Report Cards whenever the **Institute** demands for the same. The trainers and the **Institute**



representatives shall have a fortnightly review to monitor the progress of the Students and duly understand the gaps to take appropriate remedial measures. Status report shall be duly documented, attested by both parties and shared and maintained individually. The **Institute** along with MEPL shall review the progress of the Program, once in a month on a date that is mutually convenient to both Parties.

4.6. ADHERENCE TO RULES – MEPL shall ensure that the Teachers deputed shall at all times adhere to the Rules of the **Institute** applicable to the Teachers/Staff of the **Institute**, till such time they are required to be within the Institute premises.

4.8 PROGRAM FEE - The fee as mentioned in Clause No: 3.1 will be constant during the period from 1st March 2019 till 31st March 2019. The fee will be subject to revision every subsequent 1st April depending upon the market conditions and company policy.

4.9. LIMITATION – The Institute on behalf and at the behest of each applicant student unequivocally acknowledges and accepts that the Obligations of MEPL towards each applicant Student is limited to the extent provided hereinabove. Without prejudice to the right of MEPL under clause 12.2., the Institute on behalf and at the behest of each applicant student, unequivocally acknowledges that there is no surety or assurance from MEPL that the applicant Student(s) shall secure the requisite scores in the **GRE, GMAT, SAT, ACT, AP, IELTS and TOEFL** and/or secure acceptance/admission in any University. It is reiterated that MEPL will only facilitate the applicant Students to develop the necessary skill sets required to make the best attempt at achieving the required test scores in **GRE, GMAT, SAT, ACT, AP, IELTS and TOEFL**. MEPL shall not be held liable, by either the Institute or any of the applicant Students, for any claim whatsoever, which does not arise out of the obligations expressly delineated hereinabove.

## 5. TRAINING LOCATIONS

- 5.1. The students of the institute shall have the choice to attend the training program at
- The Jaynagar 3<sup>rd</sup> block branch of MEPL on Saturdays and Sundays or
  - At any of the branches of MEPL as per their Conveyance.

## 6. RESPONSIBILITIES OF THE INSTITUTE

6.1 ACADEMIC CALENDAR – The **Institute** shall provide the complete academic calendar for the term of this Agreement in advance, in order to facilitate MEPL to draw up an effective Training Schedule which may not coincide with other academic events such as examinations, internal assessments, co-curricular or extra-curricular activities.





## 7. INTELLECTUAL PROPERTY RIGHTS

7.1. PROPRIETARY PROGRAM - The Program offered as per this agreement is a Proprietary Program. The Institute acknowledges this and undertakes to preserve the Intellectual Property Rights belonging to MEPL vested in the Program, processes and materials. The Institute shall not make nor facilitate the making of unauthorized copies of any of the materials provided under the MEPL Program and will make best efforts to ensure that the Intellectual Property Rights of MEPL or its affiliating organization are not violated in any manner.

7.2. OWNERSHIP - All trademarks, copyrights, logos, brand names, goodwill, and proprietary rights belong to the respective owners as stated in the materials.

7.3 USE OF PROPRIETARY MARKS FOR MARKETING: MEPL authorizes Institute to use all trademarks, logos, brand names of MEPL/TPR for marketing and promotion of MEPL/TPR programs in the Institute provided that all such marketing materials are approved by MEPL prior to publication. It is further agreed that MEPL shall revert with its consent/objection within 5 days from the date of request from the Institute for approval of marketing materials. However failure to revert within the stipulated time shall not be deemed as an approval from MEPL and the Institute should strictly refrain from releasing any such marketing material without due approval from MEPL.

7.4. RIGHT OF REVISION – MEPL retains its right to revise the work during the term of this Agreement. The provisions of this Agreement shall apply to each revision of work. The license to use the material issued in pursuance of the Program shall not extend to any other Program/material of MEPL other than the material so licensed, unless specifically agreed to in writing by MEPL.

## 8. WARRANTIES:

8.1. MEPL represents that it has all the necessary proprietary rights to use and issue the materials forming a part of the Course Ware. It is clarified that the Institute shall not be responsible to defend any claim of infringement or violation of any intellectual property rights in the works and materials used by MEPL.

8.2. MEPL warrants that all the Teachers deputed by it possess the necessary education qualification and such other formal recognition to be imparting training in the Program. MEPL further warrants that the said Teachers do not have any pending criminal cases in the Courts in India, or have had any history of moral turpitude in the past.

#### 9.CONFIDENTIALITY:

9.1.The **Institute** undertakes to keep the provisions of this Agreement, the negotiations leading to this Agreement, the Program Fee as well as the details of the Teachers deputed by MEPL confidential.

9.2.MEPL undertakes to keep all information collected or collated from the Students confidential.

#### 10.ANTI-POACHING:

During the term of this Agreement and for a period of 3 years after any termination/expiry of this Agreement, the **Institute** shall not, without the prior written consent of MEPL, either directly or indirectly, on its own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by MEPL, including the Teachers deputed by MEPL in pursuance of the Program. This Clause shall survive the Termination and/or Expiry of this Agreement.

#### 11.TERMINATION:

11.1.This Agreement may be terminated without cause, by either Party upon One (1) month's written notice sent by the authorised representative of either Party. However, all the obligations towards the students shall be discharged respectively by either party before termination of their relation under this agreement.

#### 12.INDEMNIFICATION:

12.1.In the event either Party to this Agreement terminates this Agreement after the commencement of the Program, the Party terminating the Agreement shall defend, indemnify and hold the other Party, its officers, officials, employees, teachers, affiliating board, harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the terminating Party, in performance of this Agreement.

12.2.The **Institute**, on behalf and at the behest of its applicant Students, shall defend, indemnify and hold MEPL, its officers, officials, employees and Teachers deputed by it, harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Institute in performance of this Agreement, except for any claim or legal action arising from the any infringement or violation of any intellectual property rights in the works and materials used by MEPL.



12.3. Any damage to furniture or other such articles of the Institute, if caused by the Students of this Program shall be regulated in terms of the **Institute** policy as applicable to their Students and MEPL shall neither be responsible nor will indemnify the Institute on any such grounds.

### 13. GENERAL COVENANTS

13.1. PUBLICITY - Once the Students have taken the final **GRE, GMAT, SAT, ACT, AP, IELTS and TOEFL** examination – their score needs to be shared with MEPL by the Institute authorities. However MEPL maintains the right to reach out to these Students directly at anytime to collect their scores individually. MEPL also reserves the right to claim the success of these Students in the **GRE, GMAT, SAT, ACT, AP, IELTS and TOEFL** examination and collect testimonials/photographs/video shoots of the respective Students and their parents, at its own cost.

MEPL shall be entitled to publish, project or propagate the Program and its association with the Institute and conversely the Institute may also claim their success accordingly subject to the fact that they will conspicuously mention such successful Students as the Students enrolled in the Program conducted by MEPL shall be English.

13.2. ENTIRETY OF AGREEMENT - This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior and contemporaneous written and oral agreements, proposals, negotiations, understandings, and representations pertaining to the subject matter hereof.

13.3. AMENDMENTS - No amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by a duly authorized representative of both Parties of this Agreement.

13.4. SEVERABILITY - Should any portion of this agreement be judicially determined to be illegal or unenforceable, the remainder of the agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

13.5. FORCE MAJEURE - Any delay or failure in the performance by either Party hereunder shall be excused and exonerated if and to the extent that such non-performance is caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable, including acts of God, fires, floods, explosions, riots, civil strife, wars, hurricane, sabotage, terrorism, restraint of government, governmental acts, injunctions, labor strikes, other than those of the Parties to this



Agreement, that either Party to this agreement from performing its obligations under this Agreement, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

*IN WITNESS WHEREOF*, the Parties, intending to be legally bound, have caused this Agreement to be signed by their duly authorized officers as of the indicated below and to be effective as of the day and year first above written.

AGREED, ACCEPTED AND EXECUTED AT JAIN (Deemed-to-be University)

For MANYA EDUCATION PVT. LTD

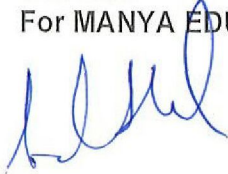


Mr. Ramachandra Prabhu  
Regional Head – Karnataka, MEPL

**Manya Education Pvt Ltd**  
2011, ANZ Peart 2nd Floor,  
100 Feet Road, Next to Starbucks Café,  
Bengaluru, Karnataka - 560 038  
Phone : 080 4957 3482 / 3562

Witness:

For MANYA EDUCATION PVT. LTD



Mr. Arshad Ahmed  
Assistant General Manager  
Business Development – MEPL

**Manya Education Pvt Ltd**  
2011, ANZ Peart 2nd Floor,  
100 Feet Road, Next to Starbucks Café,  
Bengaluru, Karnataka - 560 038  
Phone : 080 4957 3482 / 3562

For JAIN (Deemed-to-be University)



Dr. N V H Krishnan  
Registrar



For JAIN (Deemed-to-be University)



Mr. Jayaprakash Reddy  
Senior Manager – Corporate Sales



## Memorandum of Understanding (MOU)

Between

**JGI- JAIN Group**

[All institutions under JAIN Group of Institution]

- JAIN University Trust - JAIN (Deemed-to-be University)
  - Shri Bhagwan Mahaveer Jain Educational and Cultural Trust (SBMJECT)
- Represented by,  
Colleges other Institutions
- Arka Educational and Cultural Trust (AECT) Represented by,  
Arka Jain University  
Jain College and other campuses.  
Here in after known as JGI - JAIN Group

And

**MANYA EDUCATION PVT LTD**

The MoU signed on 06 June 2019 is extended between **JGI-JAIN Group** and **Manya Education Pvt Ltd**

**Validity:** This extension of MOU shall be operational upon signing for a duration of 3 years.

**Summary & Scope of the MOU:** Manya Education Pvt Ltd (MEPL) has trained and certified teachers having vast experience in their subject area for taking test-prep classes for GRE, GMAT, SAT, ACT, AP, IELTS and TOEFL, and such expert faculty members of MEPL, through proprietary information and technical know-how, which it either owns or has exclusive access to, has been coaching Students in facilitating them develop the necessary skillsets required to make the best attempt at achieving the required test scores in GRE, GMAT, SAT, ACT, AP, IELTS and TOEFL.

AND WHEREAS, JGI- JAIN Group has approached MEPL and has expressed its desire to engage the latter as a consultant on behalf of and at behest of its applicant Students who will undertake GRE, GMAT, SAT, ACT, AP, IELTS and TOEFL Prep Coaching Classes, Admission Counselling Services and other eligible programs.

For **MANYA EDUCATION PVT LTD.**

23-August-2019



Mr. Ramachandra Prabhu  
Regional Head – Karnataka, MEPL

**Manya Education Pvt Ltd**  
2011, ANZ Peart 2nd Floor,  
100 Feet Road, Next to Starbucks Café,  
Bengaluru, Karnataka - 560 038  
Phone : 080 4957 3482 / 3562

For **JAIN Group of Institutions,**

23-August-2019



**Dr. Chenraj Roychand**  
Founder & Chairman  
JGI- JAIN Group