



Institutional Agreement Document

This Agreement is made on 23-September-2017, 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.K.H.Vasudev who is duly authorized to represent MEPL

AND

PVP Siddhartha Institute of Technology, located at **Kanuru** (hereinafter referred to as “**College**”, 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.K.Sivaji Babu Principal who is duly authorized to represent the College.

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, IELTS, TOEFL & ADMISSION CONSULTING SERVICES** 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 college has over 10000 students in classes of Engineering at the College.

AND WHEREAS, the College desires to impart special training to its Students to enhance the skill sets and effectiveness of Study Abroad aspirants. Further, the College desires to enable them to secure acceptance into Ivy League and such other Universities/Colleges by equipping them with the necessary skill sets to achieve the desired test scores in the **GRE, GMAT, IELTS**.

Manya Education Pvt. Ltd.

Registered Office: B-7/2, Okhla Phase II, New Delhi

T: +91 11 405 0900 E: info@manyagroup.com

CIN: U80301DL2005PTC142842

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TOEFL & ADMISSION CONSULTING SERVICES Examination. Furthermore, the College 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, IELTS, TOEFL & ADMISSION CONSULTING SERVICES 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, IELTS & TOEFL .

AND WHEREAS, the College 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, IELTS & TOEFL Test -Prep Coaching Classes (hereinafter referred to as the Program).

AND WHEREAS, MEPL has explained the Program structure to the College, which has agreed to start the Program at the College premises at its main campus at Kanuru.


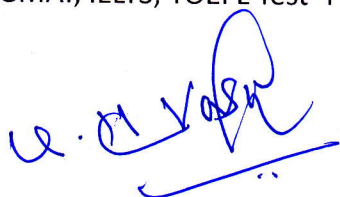
Now, thereof, in witness of the understanding herein above and mutual covenants hereinafter the parties agree as follows:

1. TERM:

This Agreement shall be effective upon full execution of this Agreement and shall continue for a period of 2 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, IELTS, TOEFL Test- Prep Coaching Classes as per TPR pedagogy.



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2.2 Product Structure

Course	GRE	GMAT
Total Duration of Course	48 hours, 8 weeks	63 hours, 12 weeks
No. of Classes	8 Verbal, 8 Math Classes	11 Verbal, 10 Math Classes
Duration/class	3 hours	3 hours
Course ware	1. Student Portal (SP) →8 full length simulated Multi Stage Tests with Essay →300+ Basic, Intermediate and Advanced level drills for practice (maths and verbal) →Online lessons for review (20 topic wise videos - 12 Verbal and 8 Math) 2. Manual by TPR (version8) 3) Official Guide 4) GRE Supplement (Version 6) 5) Power Prep CD	The Princeton Review GMAT In-class Manual v 9.1 The Princeton Review Verbal Review Book v 9.1 The Princeton Review Math Review book v 9.1 GMAT Official Guide - 2016 GMAT supplement Hand outs Student Portal(Online lessons+ Drills-113 (Math-88,verbal-25) + 10 CATs) GMAT tests 10

Course	IELTS	TOEFL
Total Duration of Course	35 hours	35 hours
No. of Classes	14	14
Duration/class	2.5 hours	2.5 hours
Course ware	2 Books from Cambridge 1) The Official Cambridge Guide to IELTS 2) New Insight into IELTS (Cambridge)	Cambridge Preparation TOEFL Manual 4th Edition 1 Diagnostic Test, 2 additional tests in the book 4 full length tests on the CD

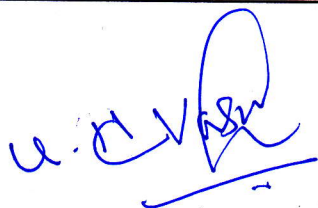
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3. CONSIDERATION:

3.1. PROGRAM FEE – MEPL agrees to provide the following course packages at special prices to the students of the College subject to the expected number of enrolments. The special price package for the students of the College is as under:

Course Name	Duration in Hrs.	Program Fee, Rs. (Excl. GST) (A)	Books Cost (B)	GST (C)	Total (A+B+C)	Expected Students
GRE	48hrs & 6 Months Online Portal	Rs9572	Rs 1205	Rs 1723	Rs 12,500/- (Retail fee charged at our centre - Rs.15,100)	100
IELTS	45.5hrs (35Hrs classroom +7.5hrs -3 full length test of 2.5 hours each)	Rs2754	Rs 1750	Rs496	Rs 5,000/- (Retail fee charged at our centre - Rs.7,100)	100
GMAT	60hrs & 6 Months Online Portal	Rs13645	Rs 1899	Rs 2456	Rs 18,000/- (Retail fee charged at our centre - Rs.23,600)	20-30
ACS	5 Universities Processing (Fee only for the guidance charges)	Rs 5085	NA	Rs915	Rs 6,000/- (Retail fee charged at our centre - Rs.8,100)	50
GRE+IELTS/ TOEFL	48+35 Hours	Rs 11479	Rs 2955	Rs2066	Rs 16500 /- (Retail fee charged at our centre - Rs.19,500)	50
GRE+IELTS/ TOEFL+ACS	48+35+5Uni	Rs 16564	Rs2955	Rs2981	Rs 22500/- (Retail fee charged at our centre - Rs.26,000)	50




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3.2. As part of MOU with college, Manya-TPR shall announce the start of batch/s as per the academic schedule and will be authorized to induct students directly by collecting course fee from the students. The total course fee collected from the student will be inclusive of GST.

3.3. The above fee quote is strictly for providing courseware content and classroom coaching to the Students for their GRE, GMAT, IELTS, TOEFL examination. It does not include any fee payable for final GRE, GMAT, IELTS, TOEFL examination to be conducted by the College Board. The responsibility for registering the Students for the final GRE, GMAT, IELTS, TOEFL examination with the "College-Board" and the respective fee rests with the Students and Manya shall not be accountable for the same in any manner.


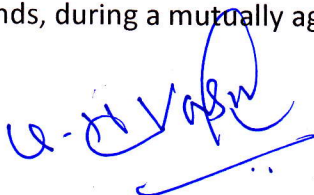
3.4 ELIGIBILITY: The Students referred by the college for the program are expected to possess the basic minimum reading and writing skills in English language.

3.5 INCLUSIONS - The Program Fee shall include Course ware being:

4. OBLIGATIONS OF MEPL

4.1. **EXPERIENCE AND EXPERTISE** - MEPL shall depute Full Time Teachers, who are trained experts in conducting GRE, GMAT, IELTS, TOEFL Test-Prep Coaching Classes to carry out the Program at the College Premises. 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, IELTS, 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 College within 10 days. It is clarified that the Program Structure mentioned in Clause 2.2. is based on a total of 30 Students signing up for the Program. In the event the total number of Students signing up for the Program is more or less than 30, 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. The Classes will be conducted during evening hours (post 4PM), Monday through Friday, and if required during Weekends, during a mutually agreed time slot.



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4.3. DELIVERY OF COURSE WARE - Once the Batch Strength is finalized and the entire Program Fee is remitted by the College; 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.

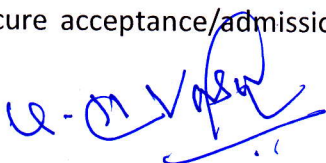
4.4. CHANGE IN SCHEDULE – MEPL shall adhere to the Training Schedule at all times. However, in the event any of the classes/sessions need to be re-scheduled due to technical or any other reasons, MEPL shall inform the College at least 1 day in advance regarding the said re-scheduling. MEPL shall ensure that no class/session is canceled once the Students have convened at the venue.


4.5. ATTENDANCE – MEPL shall submit to the College, a daily Attendance Report of the Students attending each batch/session of the Program.

4.6. REPORTS – MEPL shall submit to the College, at the end of every fortnight, 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 College demands for the same. The trainers and the college 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 College along with MEPL shall review the progress of the Program, once in a month on a date that is mutually convenient to both Parties.

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

4.8. LIMITATION – The College 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 herein above. Without prejudice to the right of MEPL under clause 12.2., the College 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, IELTS, TOEFL and/or secure acceptance/admission in any University. It is reiterated that MEPL will only




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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, IELTS, TOEFL. MEPL shall not be held liable, by either the College or any of the applicant Students, for any claim whatsoever, which does not arise out of the obligations expressly delineated herein above.

5. OBLIGATIONS OF THE COLLEGE


5.1. INFRASTRUCTURE – The College shall provide the following infrastructure to enable MEPL to conduct the classes/sessions:

- a. Classroom with furniture, blackboard/whiteboard, projector, chalk/markers, etc.;
- b. Computer lab with at least 15 Computers with broadband internet facility;
- c. Janitorial Conveniences like toilet /drinking water etc. along related with housekeeping staff;
- d. Canteen Services on par with other Students of the College;
- e. Dedicated staff room for MEPL Teachers;

5.2. ACADEMIC CALENDAR - College 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. Once MEPL has handed over its Training Schedule to the College, the College shall either approve or suggest any modification to the said Schedule at least 4 days prior to the commencement of the classes/sessions under the said Training Schedule. Such changes may be implemented after a joint discussion between the parties. It is clarified that the College does not have the sole authority to modify the Training Schedule.

5.5. TAX LIABILITY – The Program Fee is inclusive of GST at the current prevailing rate but exclusive of any other Taxes or any other proposed taxes. It is clarified that any and all tax implications/liabilities arising out of the Program or collection of the Program Fee, including but not limited to any duties, licensee fees, permit fees, cess, or such other statutory dues shall be borne entirely by the college/Students. However, the aforementioned Tax Liability does not apply to the income tax of MEPL arising from the Program Fee, assessed and payable in India.

5.6. SECURITY – The College shall ensure the Security of the Teachers as well as the Students on its premises .



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5.8. STUDENT BEHAVIOUR – The College shall ensure the proper behavior of its Students with the Teachers deputed by MEPL as well as during the classes/sessions under the Program. The College shall enforce its rules of conduct during the course of the Program in the same manner as it would enforce them during regular College timings.

5.9. ATTENDANCE – For substantial and effective training of the Students, the College shall ensure that the Students secure 100% attendance and participation in the Program. It is clarified that MEPL shall not be responsible for dismal performance by any student who has not attended or participated in 100% of the Program.

5.10. ACCESS – The College shall allow and authorize the Teachers deputed by MEPL to have unrestricted access to the premises where Program is to be conducted. Further, the Teachers deputed by MEPL shall also have unrestricted access to the Computer Lab, Internet Connection, Library as well as Canteen/Cafeteria/Food Court and other Public Convenience facilities within the Premises.

5.11 SPOC - The College will appoint a single point of contact (SPOC)/Coordinator to coordinate with Manya for all their operational and administrative requirements. He will also act as SPOC for Manya trainers for their day to day communication and any other local requirements.

5.11. COMPETITION – The College undertakes that on its own or through any other organization, it will not run any other course preparing Students for GRE, GMAT, IELTS, TOEFL Subject Tests & ADMISSION CONSULTING SERVICES during the Term and subsistence of this Agreement at the College Premises.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. PROPRIETARY PROGRAM - The Program offered as per this agreement is a Proprietary Program. The College acknowledges this and undertakes to preserve the Intellectual Property Rights belonging to MEPL vested in the Program, processes and materials. The College 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.

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



6.3 USE OF PROPRIETARY MARKS FOR MARKETING: MEPL authorizes college to use all trademarks, logos, brand names of MEPL/TPR for marketing and promotion of MEPL/TPR programs in the College 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 College for approval of marketing materials. However failure to revert within the stipulated time shall not be deemed as an approval from MEPL and the college should strictly refrain from releasing any such marketing material without due approval from MEPL.

6.4. 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.

7. WARRANTIES AND REPRESENTATION:


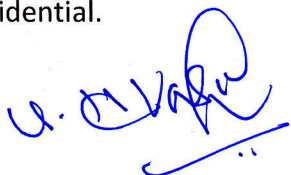
7.1. The College shall liaison with its affiliating Board or such other recognizing authority and obtain all necessary permissions and authorizations for the smooth implementation of the Program. It is clarified that MEPL shall not be responsible in any manner to indemnify the College for any non compliance(s) made by the College in this regard.

7.2. 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 College 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.

7.3. 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.

8. CONFIDENTIALITY:

8.1. The College 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.



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

9. ANTI-POACHING:

During the term of this Agreement and for a period of 2 years after any termination/expiry of this Agreement, the College 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.

10. TERMINATION:


10.1. 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.

11. INDEMNIFICATION:

11.1. 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.

11.2. The College, 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 College 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.

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



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12. GENERAL COVENANTS


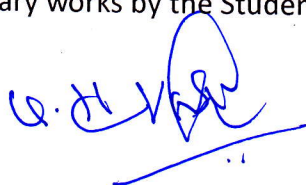
12.1. INDEPENDENT CONSULTANT – MEPL and the Teachers deputed by it are Independent Consultants of the College. Nothing in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. MEPL has no authority to act as agent for, or on behalf of the College, or to represent the College, or bind the College in any manner. MEPL and the Teachers deputed by it will not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the College.

12.2. PUBLICITY - Once the Students have taken the final GRE, GMAT, IELTS, TOEFL examination – their score needs to be shared with MEPL by the college 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, IELTS, 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 College and conversely the College 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.

12.3. NOTICES -Subject to the requirement of any applicable statute, any notices required or permitted by law or under this Agreement shall be in writing and shall be (i) personally delivered; (ii) sent by Registered Post with Acknowledgment, with postage prepaid; or (iii) original signed document scanned and emailed (with a confirmation copy mailed no later than the day after transmission) to the parties' addresses as set forth below. Either party may change such address for notice. All notices which are so addressed and paid for shall be deemed effective when delivered, or, if mailed, on the earlier of receipt or two (2) days after deposit thereof.

12.4. APPLICABLE LAW AND JURISDICITON - This Agreement shall be interpreted in accordance with the laws of India. Notwithstanding anything contained anywhere in this Agreement, MEPL has the right to approach the Courts of competent Jurisdiction seeking injunctive relief against any infringement or violation of intellectual property rights and other proprietary works by the Students, the College, or any other person.



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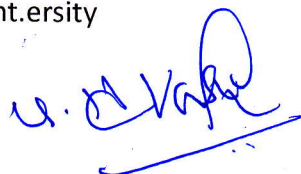
12.5. DISPUTE RESOLUTION – Any dispute or difference arising out of or in connection with or relating to the present Agreement shall be referred to and settled by an independent Sole Arbitrator to be appointed with mutual consent. The arbitration shall be held under the Arbitration and Conciliation Act, 1996 and any statutory modifications thereto. The Seat of the Arbitration shall be New Delhi. The language of the arbitral proceedings shall be English.

12.6. 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.

12.7. 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.

12.8 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.

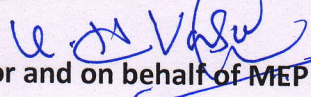
12.8 FORCE MAJEURE - Any delay or failure in the performance by either Party hereunder shall be excused and exonerated if and to the extent that such non-performance is caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably 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.



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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 VIJAYAWADA.


For and on behalf of MEPL


For and on behalf of College

PRINCIPAL
PRASAD V. POTLURI

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WITNESSES:

1. *M. Rudrama Devi*.

2.