

Institutional Agreement Document

This Agreement is made effective as on 18<sup>th</sup> day of November, 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. K. H. Vasudev, Regional Head- AP & Telangana, who is duly authorized to represent MEPL

AND

**Sridevi Women's Engineering College**, located at V.N.Pally, Near Gandipet, R.B. Dist. 500075 (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. B.L.Malleswari, Principal, who is duly authorized to represent the College.

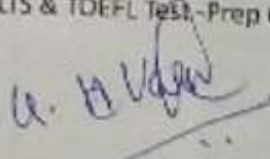
**WHEREAS**, MEPL is the Master Franchisee of **The Princeton Review, U.S.A.** and has attained leadership position in the business of coaching for **GRE, GMAT, IELTS, TOEFL & ADMISSION CONSULTING SERVICES** as per norms and methodologies developed by **THE PRINCETON REVIEW** and owns or has access to 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.

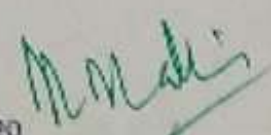
**AND WHEREAS**, the College has over 2,000 students in classes of Engineering at the College.

**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, and 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).







**Manya Education Pvt. Ltd.**

Registered Office: B-7/2, Okhla Phase II, New Delhi, 110020

T: +91 11 4050 0900 E: info@manyagroup.com CIN: U80301DL2005PTC142842

AND WHEREAS, MEPL has explained the Program structure to the College and the College in turn has agreed to enter into this transaction with MEPL whereby College shall enroll its interested students with MEPL for classes at MEPL's centre.

MEPL and the College are collectively referred to as "Parties" and individually as a "Party".

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 1 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. PURPOSE:**

Both the Parties hereby agree and understand that the purpose of this Agreement is to arrive at an understanding whereby MEPL shall act as the exclusive 'Official Training Partner for abroad studies' for the students of the College and College shall allow MEPL to promote its products and services among the students/ parents of the students at its campus.

MEPL shall be offering all its product and services, such as GRE and IELTS at discounted rates to the students of the College as mentioned below in Clause 4- Program Fee. All the students of the College can walk-in to any of the MEPL's centres in Hyderabad (as mentioned in Annexure-I) and avail its products at concessional rates by showing their IDs and establishing their association with the College. The students will be placed for taking classes in the then-current batches of MEPL.

**3. PROGRAM STRUCTURE & FEE:**

MEPL shall be offering its GRE and IELTS services along with complimentary Admission Counselling Services as per the below mentioned structure.

Course	GRE	IELTS REGULAR	IELTS EXPRESS
Total Duration of Course	48 hours, 8 weeks	40 hours, 4 weeks	20 hours, 4 weeks
No. of classes	8 Verbal, 8 Math Classes	4 Classes per each Module ( Reading, writing, Listening and Speaking)	2 Classes per each Module ( Reading, writing, Listening and Speaking)
Duration/class	3 hours	2.5 hours	2.5 hours
Courseware	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 120 topic wise videos - 12 Ver-	1) Cambridge Official Guide 2) Essential Hand-out for IELTS	1) Cambridge Official Guide 2) Essential Hand-out for IELTS

*U. H. Vaidya*

*M. Mahesh*

	bal and 8 Math ]		
	2. Manual by TPR (version 8)		
	3) Official Guide 3rd Edition		
	4) GRE Supplement (Version 8)		
	5) Flash cards (Version 7)		
Venue :	Annexure - I		

\* Note: Courseware may change time to time according to the MEPL norms.

#### 4. PROGRAM FEE:

4.1 MEPL agrees to provide the following course packages at special prices to the students of the College subject to the expected number of enrolments.

MEPL shall offer its products to the students of the College under 2 sets of scheme of discounted rates.

The students of the College shall be at a liberty to choose from either Table 1 – Special Price package for the College or the VAS-2019 model as outlined in Annexure- II developed for the College.

The student shall indicate his/ her willingness to opt for either one of the above named two schemes and will be placed in the then-current batch of MEPL at its centre accordingly. The Special Price package is as under:

Table 1:

Test Preparation	MEPL's Retail Price	Special Price For Sridevi Campus			
	Retail Price (INR)	Tuition Fee (Excl. GST) (A)	Books Cost (B)	GST (C)	Program Fee (A+B+C)
GRE FULL PACKAGE + IELTS Express Package Free service: Admissions (3-5 Partner Universities *)	29300	19452	3000	2547	24999
GRE FULL PACKAGE	18350	12293	1250	1457	15000
IELTS Express (24hrs) Free service: Admissions (3-5 Partner Universities *)	15000	7159	1750	1090	9999

4.2 The students of the College shall directly walk-in to a MEPL centre and enroll themselves for any of the courses mentioned above provided by MEPL by showing their IDs. Once MEPL has established that the student is in fact a student of the College and is entitled to the special price/ VAS pricing as per this Agreement, the student shall directly remit the fee in favor of MEPL by way of credit card, cheque, DD etc. Upon receipt of the Program Fee by MEPL, the student shall be allotted a batch and can start his/ her classes with MEPL at MEPL's centre only.

*(Handwritten signature)*

4.3 It is hereby made clear that 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. The responsibility for registering themselves for the final GRE, GMAT, IELTS, TOEFL examination and payment of respective fee is solely the students' own and MEPL shall not be accountable for the same in any manner.

4.4 The Program Fee is inclusive of GST at the current prevailing rate but exclusive of any other taxes or any other proposed taxes or statutory levies that may become applicable in future. 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 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. COMPETITION:

Not Applicable

#### 6. PROPRIETARY MARKS:

6.1 The College acknowledges that the Programs offered by MEPL is MEPL's proprietary program and all the processes, materials belong to MEPL. Similarly, all the trademarks, copyrights, logo, brand names belong to MEPL and MEPL is the sole owner of all such Intellectual property rights. MEPL

6.2 MEPL authorizes the College to use the logo/ symbols given to the College by MEPL for marketing and promotional activities. The College shall only use the logo/symbol provided by MEPL without any deviation therefrom and for the specific purpose of marketing MEPL as its exclusive 'Official Training Partner for abroad studies'.

#### 7. CONFIDENTIALITY:

7.1 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.

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

#### 8. ANTI-POACHING:


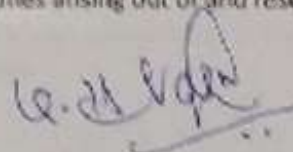
During the term of this Agreement and for a period of 2 years after any termination/expiry of this Agreement, the College shall not, without the prior written consent of MEPL, either directly or indirectly, on its own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by MEPL, including the teachers of MEPL. This Clause shall survive the Termination and/or Expiry of this Agreement.

#### 9. TERMINATION:

9.1 This Agreement may be terminated without cause, by either Party upon One (1) month's written notice sent by the authorized 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.

#### 10. INDEMNIFICATION:

Both the Parties hereby agree, accept and confirm to indemnify and keep indemnified the other Party, its officials, employees, teachers, affiliating staff, harmless from any claims, losses, damages or injuries arising out of and resulting from the act, errors or omission by the defaulting Party.



### 11. INDEPENDENT CONSULTANT:

MEPL and the College are two separate entities with distinct legal existence and status and shall perform their respective obligations independently. 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 between the Parties. Neither Party has any authority to act as agent for, or on behalf of the other, or to represent or bind the other Party in any manner, whatsoever.

### 12. 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, if and when asked to do so. However, MEPL maintains the right to reach out to these students directly at any time 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.

### 13. NOTICES:

Any notice, communication, correspondence to be given by one Party to the other under the provisions of this Agreement or for performance of obligations under this Agreement, shall be deemed to have been properly served, when sent either by personal delivery or through facsimile, mailed through registered post with acknowledgment, signed and emailed on the following address:

For and on behalf of MEPL

Mr. Navenn Garg  
B-7/2 Okhla Industrial Area, Phase-2,  
New Delhi-110020.

For and on behalf of College

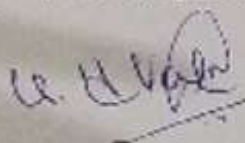
Dr. B. Malleswari, Principal,  
Sridevi Women's Engineering College,  
V.N.Pally, Near Gandipet, R.R. Dist. 500075

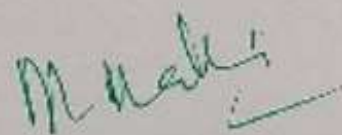
### 14. APPLICABLE LAW AND DISPUTE RESOLUTION:

This Agreement shall be interpreted in accordance with the laws of India.

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 at Hyderabad. The language of the arbitral proceedings shall be English.

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.





**15. 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.

**16. 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.

**17. SEVERABILITY:**

Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the same shall stand modified to such extent as to make it legal and enforceable or shall stand severed from this Agreement while the remainder of this Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

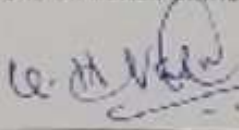
**18. FORCE MAJEURE:**

Any delay or failure in the performance of obligation(s) 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 purpose of this Agreement, Force Majeure shall mean and include a cause or an 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 restricts and makes it impossible for either Party to this Agreement to perform 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.

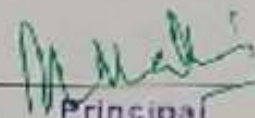
IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement to be signed by their duly authorized officers as of the indicated below and to be effective as of the day and year first above written.

AGREED, ACCEPTED AND EXECUTED AT \_\_\_\_\_;

For and on behalf of MEPL

  
\_\_\_\_\_

For and on behalf of College

  
Principal

SRIDEVI WOMEN'S ENGINEERING COLLEGE  
Vattinagulampally (V), Near Gandipet,  
Hyderabad-500075

WITNESSES:

1.

2.

ANNEXURE-I

MEPL Centre List for the students for the College:

1. **AS Rao Nagar**

Address: 1-19-71/A-8/7, Plot no. A-8, 5th Floor Main Road, Rukminipuri Colony, Dr AS Rao Nagar, Hyderabad, Telangana 500062

Phone: 040 4520 8607

2. **Dilsukhnagar**

Address: Besides Bajaj Electronics, CN Reddy Complex, 16-11-477/1-5, 3rd Floor, Dilsukhnagar, Hyderabad, Telangana 500060

Phone: 040 4520 8610

3. **Himayatnagar**

Address: 3-5-907/ 2, Mahavir Lok, Adjacent to Kings & Cardinal Bakery, Himayatnagar, Hyderabad, Telangana 500020

Phone: 040 4520 7882

4. **Kukatpally**

Address: 273/1-12, 402, VC Plaza, House No. 6-2, Kukatpally, Hyderabad, Telangana 500072

Phone: 040 4003 3619

5. **Madhapur**

Address: Fortune Towers, 2nd Floor, G R Complex, Opp. Madhapur Rd, Above State Bank of Hyderabad, Telangana 500081

Phone: 040 4520 8609

6. **Punjagutta**

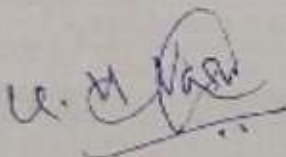
Address: House No.6-3-678/1, Bhan's Aarohan PLAZA, 3rd Floor - 302 & 4th Floor - 402, Hyderabad, Telangana 500082

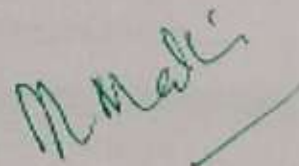
Phone: 040 4520 8611

7. **Tarnaka**

Address: Tara Tycoon, 201 & 202, Opposite Aradhana Theatre, Tarnaka, Secunderabad, Telangana 500017

Phone: 040 4520 8614





TOTAL FEES ( INCL GST ) =>	31100	40500
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PROGRAM	PROD CODE	NAME	FEES	VALUE ADDED SERVICES	BENEFITS WORTH
IELTS-Express + PACS			5999		
IELTS-Regular + PACS			11000		
IELTS-1:1			14000		

S. No.	COURSE	FEES
1	GRE - VAS	15600
2	GRE-VAS + IELTS ( Express )	22100
3	GRE-VAS + IELTS ( Regular )	23600
4	GRE-VAS + ACS ( Pacs )	23100
5	GRE-VAS + ACS ( Customised )	31600
6	IELTS - Express Standalone	7000
7	IELTS - Regular Standalone	8000
8	IELTS Express + PACS	9999
9	IELTS Regular + PACS	11000
10	[ GRE + IELTS ] + PACS	31100
	[ GRE ] + [ IELTS-Reg + PACS ]	26600
	[ GRE ] + [ IELTS-Exp + PACS ]	25599

*U. N. Vasth*

*M. Mahi*

