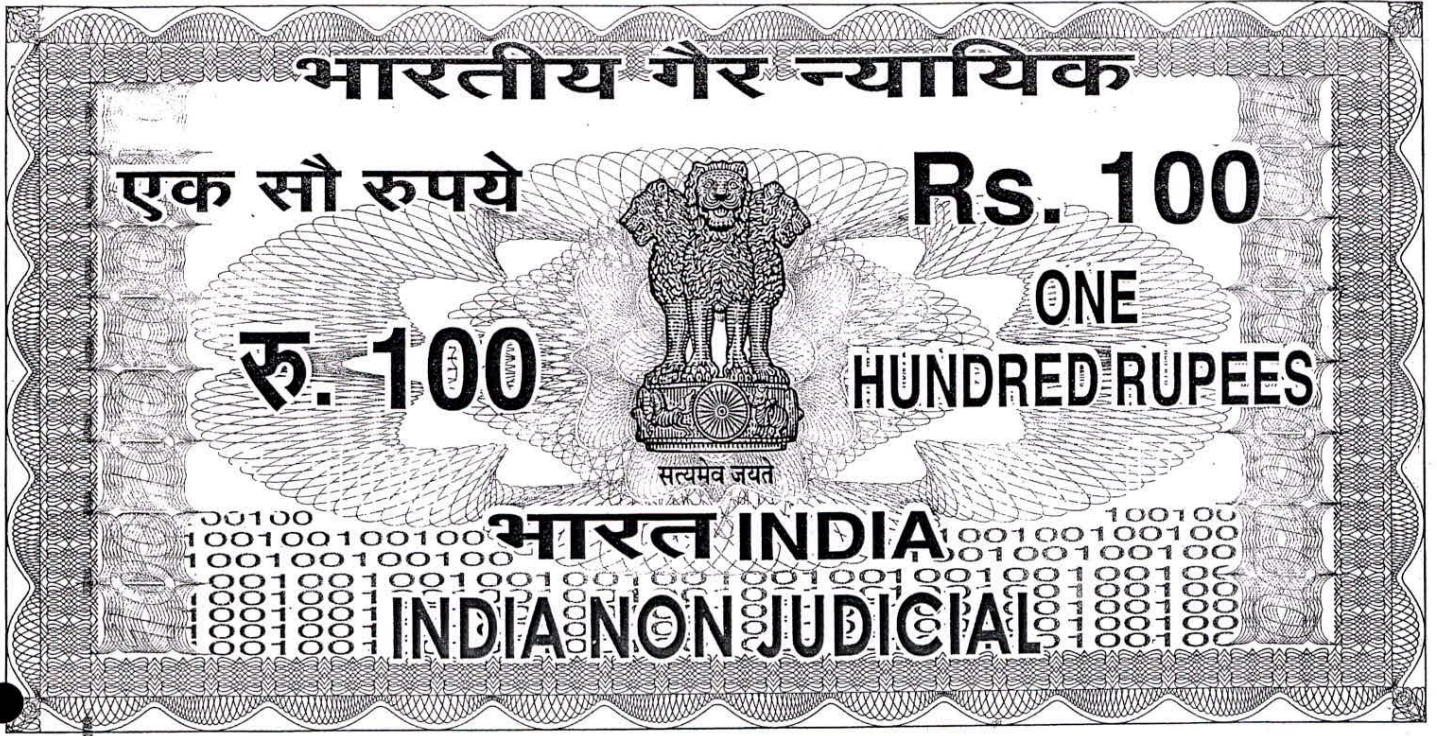


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**13.**

**IPA EDUCATIONL  
PRIVATE LIMITED**



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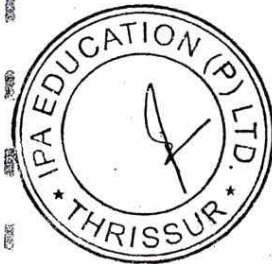
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## Agreement

This Agreement is entered on this 30<sup>th</sup> day of April, 2016 amongst;  
IPA EDUCATION PRIVATE LIMITED having its Registered Office at 2<sup>nd</sup> Floor, Atlas Building  
(Near Jayalakshmi Silks), Poothole Road, Thrissur, Kerala - 680 004 (Hereinafter referred to as "SAP  
EDUCATION PARTNER") On the One Part;

AND

SREENIDHI INSTITUTE OF SCIENCE & TECHNOLOGY, a leading COLLEGE in Telangana,  
having its Campus at Yamnampet, Ghatkesar, Hyderabad, Telangana – 501 301, INDIA (Hereinafter  
referred to as "COLLEGE") on the Other Part;



No...1344...KERALA VALUE Rs 100/-  
Date.....30.04.2016.....  
Name: IPA Education  
M. S. S. HARTHAN  
S. S. VENDOR, KATCHERI CALICUT

P. H. 240  
Thrissur



## **Agreement**

This Agreement is entered on this 30<sup>th</sup> day of April, 2016 amongst;

**IPA EDUCATION PRIVATE LIMITED** having its Registered Office at 2<sup>nd</sup> Floor, Atlas Building (Near Jayalakshmi Silks), Poothole Road, Thrissur, Kerala - 680 004 (Hereinafter referred to as “**SAP EDUCATION PARTNER**”) On the One Part;

AND

**SREENIDHI INSTITUTE OF SCIENCE & TECHNOLOGY**, a leading COLLEGE in Telangana, having its Campus at Yamnampet, Ghatkesar, Hyderabad, Telangana – 501 301, INDIA (Hereinafter referred to as “**COLLEGE**”) on the Other Part;

SAP EDUCATION PARTNER and COLLEGE are hereinafter collectively referred to as the "Parties" and individually referred to as a "Party".

WHEREAS,

SAP EDUCATION PARTNER is a leading reseller for license and training services for **SAP India Private Limited (herein after referred to in this Agreement as "SAP India")** in India, providing SAP Business One Education and SAP Student Academy training services in India;

COLLEGE is a leading Autonomous Institution in Telangana and an accredited institution by NBA, NAAC and affiliated to JNTU, Hyderabad;

SAP EDUCATION PARTNER and COLLEGE along with SAP India are willing to jointly establish a strategic relationship, where parties shall work together in number of ways for setting-up of an on-campus training center at COLLEGE's campus, India ("**On-Campus Training Centre**") in order to provide SAP Consultant Courses to the students of COLLEGE;

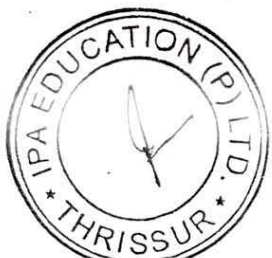
THIS AGREEMENT SPELLS OUT THE STRATEGIC COLLABORATION BETWEEN THE PARTIES FOR UTILIZATION OF CORE COMPETENCIES, EXPERTISE, INFRASTRUCTURE, KNOWLEDGE, TECHNICAL KNOW-HOW AND BUSINESS INFORMATION FOR BENEFITS OF STUDENTS OF THE COLLEGE AND THE COLLEGE itself.

#### **1. Goals of this Agreement**

The objective of this AGREEMENT is to establish an e-Learning center at COLLEGE by installing the SAP ERP Dongle Site License at the COLLEGE's campus by SAP Education Partner.

#### **2. Proposed Transaction**

- a. The proposed transaction contemplates setting-up of an e-Learning center at COLLEGE campus by installing the SAP ERP Dongle Site License and complement with Training the COLLEGE Faculty on the SAP ERP Dongle Site License Modules as provided in Appendix 1 of this AGREEMENT.
- b. The Parties shall have clearly defined roles and responsibilities for the setting-up and functioning of the said SAP e-learning center at COLLEGE Campus.



The parties desire to cooperate with each other and the following is the underlined broad understanding between the parties:

### 3. Mutual Roles and Responsibilities

The Responsibilities of SAP EDUCATION PARTNER and COLLEGE are as follows:

#### a. Responsibilities of SAP EDUCATION PARTNER

SAP EDUCATION PARTNER shall be responsible for the following;

- i. SAP Education Partner shall deliver the following within 14 days of receipt of PO and Full Payment from COLLEGE
  - a. SAP ERP Dongle Site License to the COLLEGE which shall be valid for a period of 1 year as described in Appendix 1 of this Agreement.
  - b. Learning Hub Logins for use of Faculty at COLLEGE as described in Appendix 1 of this Agreement.
  - c. Questionmark Perception (QMP) License Logins which can be used for assessment purpose for students at COLLEGE as described in Appendix 1 of this Agreement.
  - d. SAP Education Partner shall install the DONGLE Site License with the assistance of COLLEGE and SAP India team at COLLEGE Campus within a mutually agreed time line with the express understanding that the cost of this activity is borne by the COLLEGE.
- ii. SAP EDUCATION PARTNER shall provide in all 15 mandays of instructor-led training to a maximum of 40 (Forty) Faculties nominated by the COLLEGE. The Modules covered in the Training shall be as in Appendix 1 to this AGREEMENT).
- iii. SAP Education Partner under the guidance and support of SAP India would organize a Job-Fair for SAP certified students at a common location which shall be decided in due course.

#### b. Responsibilities of COLLEGE

COLLEGE shall be responsible for following:

- i. COLLEGE shall market the courses to the students at the COLLEGE.
- ii. COLLEGE shall provide Administrator and technical staff for day to day administration, Hardware and other infrastructure maintenance.
- iii. COLLEGE shall provide any other support/ services as required from time to time for achieving any specific objective of proposed Course.
- iv. COLLEGE shall provide Training Facilities, Electricity, UPS, Inverter and/or other utilities to the Center at its own cost and expenses.



- v. COLLEGE will ensure that proper systems, network and Internet connectivity according to the requirement specified by SAP EDUCATION PARTNER is made available.

**c. Joint Responsibilities of the Parties**

The Parties shall have following joint responsibilities;

- i. Shall provide necessary help and guidance to each other for setting up the centre.

**4. License Fees**

- i. COLLEGE shall pay SAP EDUCATION PARTNER a license fee as described in Appendix 2 of this Agreement.
- ii. COLLEGE shall pay SAP EDUCATION PARTNER a service fee for training the trainers as described in Appendix 2 of this Agreement.
- iii. The aforementioned fees are exclusive of taxes. The License Fees currently attract Sales Tax of 5% and Training Fees currently attract Service Tax of 15% which will be extra.
- iv. Taxes quoted are subject to revision as per directives from Government of India and are liable to change
- v. The entire fees shall be payable as Cheque (payable at par across India) / RTGS / Demand Draft in favor of "IPA Education Private Limited".
- vi. COLLEGE shall allot one Login license for each trainee and shall ensure the Login is not shared between trainees, nor will the trainee be provided with an unauthorized course material.
- vii. The SAP ERP Dongle Site License once purchased cannot be returned, exchanged or transferred.
- viii. The Payment Terms for the Fees shall be as in Appendix 2 of this Agreement.

**5. Course Content and Curriculum**

- i. The course curriculum shall be as recommended by SAP India, from time-to-time.
- ii. The course curriculum may be changed by SAP with sufficient advance notice.

**6. SAP ERP Global Certification for Students**

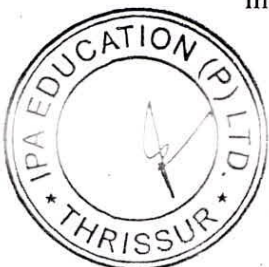
- i. The Students of COLLEGE who have successfully completed the requisite number of hours of training as stipulated in Appendix 1 of this Agreement can take up SAP ERP Global Certification online test at their choice by paying a fee of Rs.25,000 plus applicable taxes for the first attempt and second attempt each.
- ii. The fee for the third attempt (which shall also be the last) shall be Rs.35,000 plus applicable taxes.



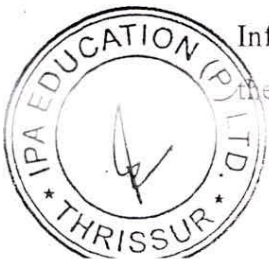
- iii. The fess shall be payable by taking a Demand Draft in favour of "SAP India Private Limited" for the amount inclusive of all applicable taxes.
- iv. The certification test duration shall be 4 hours.
- v. Students shall get only three attempts to clear the certification. There are restrictions on the duration within which certification for a particular version needs to be completed.
- vi. The aforementioned details including but not limited to fees, test duration, eligibly, number of attempts, are liable to be changed by SAP India anytime with or without notice.
- vii. Online Certification Test can be taken only from SAP certified centers meant for this purpose.
- viii. This is clearly optional and not mandatory and does not form part of the training.

#### **7. Use of Training Materials and Copyright**

- a. Under this AGREEMENT, COLLEGE shall receive, handle and use SAP Proprietary Information in a manner as specified by SAP from time to time. In no event, COLLEGE shall copy, translate, disassemble, or decompile, nor create or attempt to create any part of the SAP Proprietary Information. Except for the rights set forth in this AGREEMENT, COLLEGE is not permitted to make derivative works of SAP Proprietary Information and ownership of any unauthorized derivative works shall vest in SAP. Notwithstanding anything contrary herein, from time to time SAP shall be permitted to audit / verify the usage of the SAP Proprietary Information by COLLEGE as contemplated herein.
- b. All training materials both tangible and otherwise, used for training are intellectual property of SAP India and/or SAP EDUCATION PARTNER. The Intellectual Property Rights, proprietary and other rights therein and including all copies made thereof shall at all times and for all purposes, be the exclusive property of and shall at all times be and remain vested in SAP India and/or SAP EDUCATION PARTNER.
- c. The Parties agree that nothing herein shall constitute a transfer of any intellectual property from one Party to the other. Each Party shall retain the full rights to their own respective intellectual property at all times. COLLEGE agrees to take all reasonable steps and the same protective precautions to protect the Proprietary Information from disclosure to third parties as with its own proprietary and confidential information. COLLEGE shall not, without SAP's prior written consent, disclose any of SAP Proprietary Information to any person, except to its bona fide individuals whose access is necessary to enable COLLEGE to exercise their rights hereunder.



8. Unless otherwise agreed to between the Parties, each Party will be responsible for its own costs and expenses (which may be incurred in relation to their respective responsibilities as set out in this AGREEMENT)
9. This AGREEMENT is non-exclusive and notwithstanding the provisions in this AGREEMENT, SAP EDUCATION PARTNER retain absolute right to engage / participate in similar activities and/or invest in similar ventures as contemplated herein.
10. The parties acknowledge that SAP owns all intellectual property rights on its all training program materials on SAP Training Course materials including but not limited to training method, concept, technique, know-how, training material/ tools, techniques, methodologies etc. and an enhancement thereof (herein after referred as "SAP Proprietary Information").
11. This AGREEMENT will be in force for a period of twelve (12) months from the date of signing, unless terminated as per terms of this AGREEMENT.
12. Any subsequent renewal or extension of this Agreement shall be on terms mutually agreed in writing by the parties. Any renewal or extension of this Agreement has to be finalized and agreed upon at least sixty (60) days prior to the expiry of the Term.
13. **Termination:**
  - a. SAP may mandate the SAP EDUCATION PARTNER to terminate this AGREEMENT at any time upon giving written notice (a) in the event that either COLLEGE fails to discharge any obligations or remedy any default under this AGREEMENT for a period of thirty (30) days after SAP has given COLLEGE written notice specifying such failure or default, or (b) in the event that COLLEGE makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium.
  - b. Notwithstanding anything contrary herein, either party may terminate this AGREEMENT by giving Ninety (90) days written notice. Upon any termination hereunder, COLLEGE shall immediately cease Use of all SAP Proprietary Information and within 7 (seven) days after any termination. COLLEGE shall deliver to SAP or destroy all copies of the SAP Proprietary Information in every form. COLLEGE agrees to certify in writing to SAP that it has performed the foregoing.





- c. Upon any termination hereunder, COLLEGE shall immediately cease use of all SAP Proprietary Information and within 7 (seven) days after any termination. COLLEGE shall deliver to SAP or destroy all copies of the SAP Proprietary Information in every form. COLLEGE agrees to certify in writing to SAP that it has performed the foregoing.

#### 14. Confidential Information

- a. Unless otherwise required by law, neither Parties will disclose the existence of this AGREEMENT or the subject matter thereof, or issue any press release or public announcement with respect thereto, without the express prior written consent obtained from each Party.
- b. Except with the prior written consent of the Parties or as may be required by law or as otherwise provided herein, each party will use its best efforts to cause its directors, officers, employees, agents, counsel, accountants, financial consultants, subcontractors, franchisees and other representatives to (a) treat as confidential any and all information obtained from the other party hereto or their representatives or the terms or conditions of the transaction contemplated herein or the fact that such transaction is being contemplated, and (b) not disclose or use any such information (unless such information is or becomes ascertainable from public sources or public disclosure of such information is required by law); provided, however, that nothing contained herein will prohibit any such persons from disclosing any such information to their directors, officers, employees, agents, representatives, counsel, accountants or financial advisors for the purpose of facilitating the consummation of the transaction contemplated hereby, so long as such other persons are advised of the confidential nature of such information.
- c. The confidential information shall not include information that:
- i. Is as of the time of its disclosure part of the public domain;
  - ii. Is subsequently learned from a third party without breach of aforesaid confidentiality obligation;
  - iii. Is independently developed by receiving Party;
  - iv. Became known to receiving Party from a source other than disclosing Party other than by the breach of an obligation of confidentiality owed to disclosing Party; or
  - v. Is required to be disclosed pursuant to court order or government authority, whereupon the receiving Party shall provide prompt and sufficient prior written notice to the Disclosing Party prior to such disclosure to enable the disclosing party to seek equitable remedy available under law.



15. **Notices.** All notices or reports which are required or may be given pursuant to this AGREEMENT shall be in writing and shall be deemed duly given when delivered to the respective executive offices of SAP, COLLEGE and SAP EDUCATION PARTNER at the addresses first set forth above.
16. This AGREEMENT does not create any Resellership, agency, joint venture or employer- employee relationship between the parties.
17. If any provision or part of any provision of this AGREEMENT is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the enforceability of any other provisions or parts thereof, and all other provisions and parts thereof shall continue in full force and effect. All Parties acknowledge that the other Party's rights under this AGREEMENT are cumulative and not exclusive of one another and that either Party's undertakings and agreements contained herein, including, without limitation, the several covenants contained herein, are each severable covenants independent of one another or any other provisions or covenants of this AGREEMENT.
18. **Limitation of Liability:** Notwithstanding anything to the contrary in this AGREEMENT, except for damages resulting from unauthorized use or disclosure of the proprietary information / confidential information, under no circumstances shall SAP, its Licensors or COLLEGE or SAP EDUCATION PARTNER be liable to each other, or any other person or entity, for an Agreement of damages in excess of the Agreement of fees paid to SAP under this AGREEMENT in preceding six months or be liable in any Agreement for special, incidental, consequential, or indirect damages, loss of goodwill or profits, work stoppage, data loss, computer failure or malfunction, or exemplary or punitive damages.
19. **Express Disclaimer.** SAP and its Licensors disclaim all other warranties express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose except to the extent that any warranties implied by law cannot be validly waived.
20. Neither this AGREEMENT nor any of the rights, interests or obligations there under will be assigned by either party thereto, in whole or in part (whether by operation of law or otherwise), without the prior written mutual consent of the Parties, and any attempt to make any such assignment without such consent will be null and void.



21. Except as otherwise provided herein, no addition, amendment to or modification of the AGREEMENT shall be effective unless it is in agreed in writing by the Parties.
22. Neither Party will be liable for performance delays or for non-performance due to causes beyond its reasonable control including but not limited to natural disasters or governmental acts.
23. This AGREEMENT shall be governed and construed in accordance with the laws of India and shall have exclusive jurisdiction of the Courts of Cochin, Kerala.

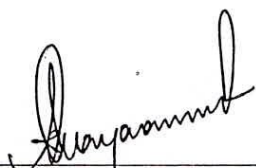
In witness thereof, the parties have caused this Agreement to be signed in their respective names as of date first mentioned above.

ACCEPTED AND AGREED TO

For, IPA Education Private Limited

Name: Badri Narayanan . J

Title: Executive Director

Signature: 

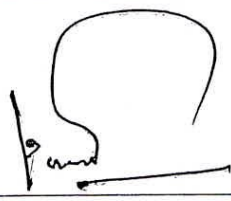
Date: 03 . May . 2016

ACCEPTED AND AGREED TO

For, SREENIDHI INSTITUTE OF SCIENCE & TECHNOLOGY

Name: Dr. P. Narasimha Reddy

Title: Executive Director

Signature: 

Date: 03 May 2016

WITNESS

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix 1

### 1. SAP ERP Dongle Site License Courses

Sl.No	Course Name	Course Code	Duration
1	SAP ABAP	ABAP	200 Hours
2	SAP Materials Management	MM	200 Hours
3	SAP Financial Accounting	FI	200 Hours
4	SAP Sales & Distribution	SD	200 Hours

### 2. Licenses Bill of Material

Sl.No	License Name	No of Logins
1	SAP ERP Dongle Site License	720
2	SAP Learning Hub License	40
3	Questionmark Perception (QMP) License	360

## Appendix 2

### 1. License Fees

Sl. No.	Description	Fees
1	SAP ERP Dongle Site License Fee valid for 1 Year	54,00,000
	CST @ 5%	2,70,000
	<b>TOTAL Fee (Gross Inclusive of Taxes)</b>	<b>56,70,000</b>

**NOTE:**

Taxes quoted are subject to revision as per directives from Government of India and are liable to change.

The License Fees currently attract Sales Tax (CST) of 5%.

### 2. Payment Terms

- Payment terms shall be 100% of Invoice Value along with Purchase Order

