

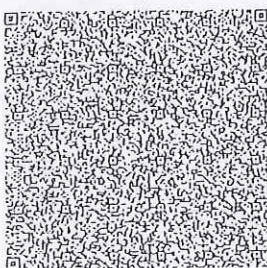


INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate No.	: IN-DL67669414775705N
Certificate Issued Date	: 07-Oct-2015 02:20 PM
Account Reference	: IMPACC (IV)/ dl711503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DLDL71150333032761222827N
Purchased by	: INDIAN INSTITUTE OF CORPORATE AFFAIRS
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: INDIAN INSTITUTE OF CORPORATE AFFAIRS
Second Party	: Not Applicable
Stamp Duty Paid By	: INDIAN INSTITUTE OF CORPORATE AFFAIRS
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line.....

 AGREEMENT

This Agreement is made this 5th day of October 2015. BY AND BETWEEN
INDIAN INSTITUTE OF CORPORATE AFFAIRS, Plot No. 6, 7, 8, IMT
Manesar, Distt. Gurgaon, Haryana - 122050
AND
Shri Ramswaroop Memorial University, Village-Hadauri, Post-Tindola,
Lucknow Deva Road, Barabanki, Uttar Pradesh -225003

Statutory Alert:

1. The genuinity of this Stamp Certificate should be verified at "www.stampit.com". Any discrepancy in the details on this available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



INDIAN INSTITUTE OF CORPORATE AFFAIRS, a Society registered under the Societies Registration Act, 1860, having its registered office at Plot No. 6, 7, 8, IMT Manesar, Distt. Gurgaon, (hereinafter called the **First Party**), which expression unless repugnant to the context shall include its legal representatives of the one part

AND

Shri Ramswaroop Memorial University, Shri Ramswaroop Memorial University Village-Hadauri, Post-Tindola, Lucknow Deva Road, Barabanki, Uttar Pradesh -225003. Registration under Uttar Pradesh state govt. Act 1 of 2012 (hereinafter together called the **Second Party**) Shri Ramswaroop Memorial Group of Professional Colleges Founders of the university, alumnus and gold medalist from IIT Kanpur, envision Shri Ramswaroop Memorial University being a world class University by achieving excellence in the fields of Education, Research & Consultancy, through socially enriching and ethically responsible pursuits

Whereas the First Party has designed a certificate programme in Corporate Social Responsibility (CSR) titled "**IICA Certificate Programme in CSR (ICP in CSR)**" which is more elaborately described in **Annexure I** forming integral part of this Agreement. The programme is designed for developing trained and certified CSR professionals in the country to meet the burgeoning requirement for such professional in the light of new implications emerging out of Section 135 of the Companies Act, 2013.

AND WHEREAS the Second Party has approached the First Party to conduct the certificate programme in CSR (ICP in CSR) in collaboration with the First Party in accordance with the schedule, terms & conditions appearing herein below.

AND WHEREAS the First Party has decided to engage the Second Party for conducting the programme in collaboration with the First Party for a consideration of Rs 31,000/- per learner (student) as computed in accordance



with Annexure II forming part of the Agreement. The total consideration for learner (student) being Rs 6,22,400 (Rupees Six lakhs twenty two thousands four hundred only) plus service tax as applicable for 20 students (minimum) for the second batch being launched in the year 2014.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. That the Second party shall conduct the programme in accordance with the schedule, structure and manner as indicated in Annexure I forming part of the Agreement.
2. That the payment shall be released in three instalments against the receipt of invoice from the Second Party. The First Party before releasing the payment shall ensure the programme is being conducted in accordance with the terms and conditions agreed between the Parties and to the entire satisfaction of the First Party.
3. Service Tax will be applicable as per prevailing rate and borne by the First Party.
4. The First Party shall release the payment within 30 days of receipt of the invoice. The First Party reserves its right to depute its officer(s) for on the spot inspection, if necessary.
5. That the Second Party shall provide three IICA Certified Trainers (ICT) in CSR at a particular point of time and one Trainer out of these will be kept reserved to fill up the casual vacancy. If ICT in CSR are unavailable, the same may be provided from the pool of trained ICT in CSR by IICA that the Partner may like to choose from. If this does not work out for some reason, the Partner may provide trainers to IICA for certification. Travel, boarding & lodging of the same would be borne by the Partner.

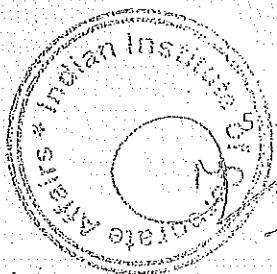


6. The ICT in CSR engaged by the Partner will be expected to coach/mentor the students for the entire 9 month duration of the Programme.
7. The Second Party shall provide facility as Exam Centres during the 9 month period.
8. That the Second Party shall conduct periodic Contact Classes as mentioned in Annexure I.
9. That the Second party shall conduct the Online Course in accordance with the Schedule provided in Annexure I.
10. That the Second Party shall appoint one or two members of its teaching faculty to coordinate the programme on its behalf. Such faculty to be designated as - "**ICP in CSR Co-ordinator**". The Second Party shall also set up a Coordination Committee to periodically review the progress of the programme.
11. Each of the Parties shall maintain confidentiality of and shall not disclose any of the terms of this Agreement (including its existence or the fact that the Parties are in negotiations) and any other sensitive information related to the other party or its representatives or affiliates ("Confidential Information") except to the extent required by any law, rule or regulation (provided that any party so required shall if legally permissible and reasonably practicable inform the other party about disclosure). This provision shall not apply where Confidential Information properly enters the public domain or if it is already in the possession of the party receiving the Confidential Information before it is disclosed to it under this Agreement by the disclosing party, or if it is independently developed by the receiving party without reference to the Confidential Information of the disclosing party. This clause shall not prohibit the Parties from disclosure of Confidential Information to their professional indemnity insurers or advisers, in which event they may do so in

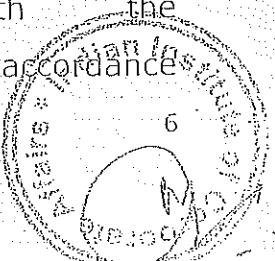


confidence only. Further information may be shared by Second Party with its affiliates, associates, agents and member firms on a need to know basis, and may be accessed by other Parties who facilitate the administration of second party business or support its infrastructure. The Second Party shall remain responsible for preserving confidentiality if Confidential Information is shared with such affiliates, associates, agents and member firms or accessed by such other Parties. This clause shall survive termination.

12. That it is understood by and between the Parties that all press releases or other public communications of any sort relating to this Agreement or the transactions contemplated between the Parties, including the method of release of the publication, shall be subject to the mutual approval of both Parties.
13. That each Party may use the other Party's name or logo in marketing materials for proposing the services mentioned in this Agreement provided such marketing materials are mutually approved by the Parties. Second Party's logo can be used by First Party subject to executing its logo Usage Agreement. The use of First Party Logo (in the absence of a logo Use Policy) by the Second Party would be permitted only after a written approval.
14. That the Agreement between the Parties may be amended to support textual improvements, updating of nomenclature or any minor change which does not alter the original intention of the content stated herein. Any changes to this Agreement shall be effected in writing and signed by both the Parties.



15. That it is agreed between the Parties neither Party shall accept any liability for accidents, injury or death occurring to students, faculty members or speakers during the term of this Agreement. Nor any liability of debts or damages, including against loss or damage to any personal property, incurred by the Parties during the term of the Agreement.
16. It is agreed between the Parties that the Intellectual Property and Commercial exploitation of the material (including without limitation, trademarks and service marks, copyrights, computer programmes, tables and compilations including computer data process and confidential information pertaining thereto) developed by the First Party shall vest with it and the Second Party shall have no right thereon.
17. That the Agreement shall come into effect immediately upon its execution by the Parties and shall remain valid till the completion of the programmes or until either party terminates the Agreement by giving three month notice in writing whichever is earlier.
18. That the Agreement shall not be assigned, in whole or in part by either party without obtaining the prior written consent of the other party.
19. That in the event of any dispute or differences between the Parties relating to or arising out of this Agreement, both the Parties shall use their best effort to settle their disputes or difference amicably by mutual discussions, negotiations or conciliation failing which the dispute will be referred to an arbitrator to be decided mutually by both the Parties. The arbitration proceedings will be conducted in accordance



with the Indian Arbitration and Conciliation Act, 1996 and the venue of arbitration will be Delhi. The decision of the arbitrator will be final and binding on both the Parties. The Courts in Delhi will have the jurisdiction.

IN WITNESS WHEREOF the Parties of this Agreement have affixed their signature on 8/10 October, 2015.



Nikhil Pant
Chief Programme Executive,
National Foundation for CSR,
Indian Institute of Corporate Affairs

Prof. A. K. Singh
Vice Chancellor
Shri Ramswaroop Memorial University
Vice Chancellor,

Shri Ramswaroop Memorial
University.

Witness:

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Witness:

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Annexure II

The IICA Certificate Programme in CSR (ICP in CSR)

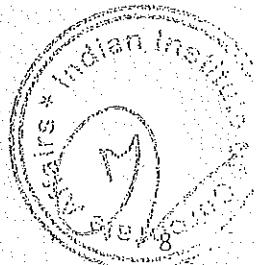
The duration of the programme will be 9 months (36 weeks) spread over as under:

- A) 14 weeks of Online/Non-Contact Study during which transaction of the curriculum would be done in online mode, providing reinforcement, chat-time through ICT in CSR provided by the Second Party and trained by the First Party, and other modes of e-learning through a Learning Management System (LMS) developed and managed by the IICA
- B) Contact Classes at Second Party's premises with an Online Exam to be undertaken at the same place
- C) 12 Weeks of Project Work undertaken at a Corporate or NGO
- D) 3 Weeks of Corporate Attachment

The IT architecture/LMS will be provided by the First Party.

Distribution of marks:

1. 14 Weeks Online study and Online Exams - 50 Marks
 - a. 1st Online Exam – 10 marks
 - b. 2nd Online Exam – 10 marks
 - c. 3rd Online Exam – 10 marks
 - d. 4th Online Big Bang Exam – 20 marks
2. 3 Weeks attachment with Corporates - 20 Marks
3. 12 Weeks NGO Project work - 30 Marks

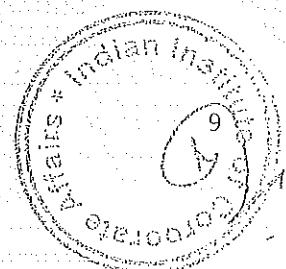


Disclaimer

The Certificate awarded by First Party will only be an evidence / proof of having completed the course satisfactorily as conducted by the First Party in partnership with the Second Party. It does not guarantee placement in a government or private organisation/institute.

The First Party shall, however, make efforts to facilitate placement of ICP in CSR Certificate holders at the end of the completion of the 9 month period.

The ICP in CSR Certificate shall duly acknowledge the contribution of the Second Party in the delivery of the programme.



Annexure II – Computation of per learner charges

S. No.	Component	Price (INR)	Amount (INR)
1	Man-hour Cost (Break up is below: a+b+c)	1000.00	
a)	Trainer cost per hour	950.00	
b)	Internet cost per hour	30.00	
c)	Use of PC per hour	20.00	
	Man-hour for 14 weeks @10 hours/week = 140 hrs (Calculation as below) 14 x 5 days = 70 days @ 2 hrs /day (70 * 2 = 140 hrs)		
2	Total Man-hour cost @ 1000 per hr for 2 trainers (Calculation as below) (1000 * 140 * 2 Master Trainer *1 centre)		2,80,000.00
3	3 months project + 3 weeks corporate = 15 weeks (Calculation as below) (75 days * 1/2 hr per day = 37.5) (Round up to 40 hours)	550.00*40*2*1	44,000.00
4	4 weeks of contact class and exam on the weekend (Calculation as below) 4 weeks* 5 days = 20 days & 20 days * 4 hrs = 80 hrs (80 * Rs. 1000 = Rs. 80,000.00)	80,000.00*2*1	1,60,000.00
		TOTAL	4,84,000.00
5		With Admin @ 10%	48,400.00
6		Cost Plus	90,000.00
		Grand Total (1+2+3+4+5+6)	6,22,400.00