
Dated : February 20, 2018

BC Examinations and English Services India Private Limited

- and -

Rizvi College of Education, Mumbai

AGREEMENT FOR SUPPLY OF SERVICES

Contract No. : APTIS/W/2018/FEB/100045

THIS AGREEMENT is dated February 20, 2018

PARTIES

- (1) **BC Examinations and English Services India Private Limited**, having its Registered Office at **Regus 903 Level-9 Platina, C-59 G Block BKC, Bandra (East), Mumbai, 400051** (hereinafter referred to as the “**BCEESIPL**” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its authorised representatives, successors and permitted assigns) of the First Part.
- (2) **Rizvi College of Education, Mumbai** registered in India with GST Registration number: **27AAATRO406PIZD** & PAN number: **AAATRO406P**, whose Registered Office is at **Campus of Rizvi College of Arts, Science & Commerce, Rizvi Educational Complex, Off Carter Road, Bandra-West, Mumbai-400050** [(the "Client" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its authorised representatives, successors and permitted assigns) of the Second Part).

BC Examinations and English Services India Private Limited and the Client shall hereinafter be individually referred to as the “**Party**” and collectively referred to herein as the “**Parties**”.

BACKGROUND

Rizvi College of Education, Mumbai wishes to purchase **40 Aptis for Teachers Tests** of the **BC Examinations and English Services India Private Limited** for **all four skills (Listening, Speaking, Reading and Writing) including Grammar & Vocabulary** and offer the test to **the employees of their company**.

Agreed terms

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

“**Background IPR**” means any Intellectual Property Rights (other than Project IPR) belonging to either Party before the date of this Agreement or not created in the course of or in connection with the Services.

“**BCEESIPL Entities**” means the subsidiary companies and other organisations Controlled by BCEESIPL from time to time, and any organisation which Controls BCEESIPL (the “**Controlling Entity**”) as well as any other organisations Controlled by the Controlling Entity from time to time.

“**BCEESIPL Requirements**” means the instructions, requirements, policies, codes of conduct, guidelines, forms and other documents notified to the Client in writing or set out on the British Council’s website at http://www.britishcouncil.org/new/about-us/jobs/folder_jobs/register-as-a-consultant/policies-for-consultants-and-associates/ or such other web address as may be notified to the Client from time to time (as such documents may be amended, updated or supplemented from time to time during the term of this Agreement).



“Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, finances, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, and customers of BCEESIPL or the Client (as the case may be) and all personal data and sensitive personal data within the meaning of the Information Technology Act, 2000 and Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.

“Control” means the ability to direct the affairs of another party whether by virtue of the ownership of shares, contract or otherwise (and **“Controlled”** shall be construed accordingly).

“Deliverables” means all documents, products and materials: (i) developed by BCEESIPL or its agents, subcontractors, consultants and employees in relation to the Services in any form, or (ii) provided by BCEESIPL relating to the Services which existed prior to the commencement of this Agreement, including **40 Aptis for teachers Tests for all four skills i.e., Listening, Writing, Reading and Speaking including Grammar and Vocabulary**

“Equality Legislation” means any and all legislation, applicable guidance and statutory codes of practice relating to diversity, equality, non-discrimination and human rights as may be in force from time to time in India or in any other territory in which, or in respect of which, the Client receives the Services.

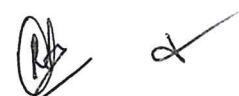
“Intellectual Property Rights” means any copyright and related rights, patents, rights to inventions, registered designs, database rights, design rights, topography rights, trade marks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Project IPR” means all Intellectual Property Rights that arise or are obtained or developed by either Party, or by a contractor on behalf of either Party, in respect of the Deliverables in the course of or in connection with the Services.

“Services” means the training and /consultancy services to be provided by BCEESIPL under this Agreement as set out in Schedule 1, together with any other services which BCEESIPL provides or agrees to provide to the Client.

“Third Party IPR” means any Intellectual Property Rights not belonging to either Party to this Agreement but used by BCEESIPL in the creation of the Deliverables and/or in the course of or in connection with the Services.

“GST” means any tax or cess or both imposed on the supply of goods or services or both under GST Law.



"GST Laws" - means IGST Act, GST (Compensation to the States for Loss of Revenue) Act, CGST Act, respective UTGST Act and respective SGST Act, 2017 and all related legislations, Rules, Notifications, Orders, etc.

1.2 In this Agreement:

1.2.1 any headings in this Agreement shall not affect the interpretation of this Agreement;

1.2.2 a reference to a statute or statutory provision is (unless otherwise stated) a reference to the applicable statute as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it; and

1.2.3 where the words "include(s)" or "including" are used in this Agreement, they are deemed to have the words "without limitation" following them, and are illustrative and shall not limit the sense of the words preceding them.

1.2.4 without prejudice to clause 1.2.5, except where the context requires otherwise, references to:

(i) services being provided to, or other activities being provided for, BCEESIPL;

(ii) any benefits, warranties, indemnities, rights and/or licences granted or provided to BCEESIPL; and

(iii) the business, operations, customers, assets, Intellectual Property Rights, agreements or other property of BCEESIPL,

shall be deemed to be references to such services, activities, benefits, warranties, indemnities, rights and/or licences being provided to, or property belonging to, each of BCEESIPL and the BCEESIPL Entities and this Agreement is intended to be enforceable by each of the BCEESIPL Entities; and

1.2.5 obligations of BCEESIPL shall not be interpreted as obligations of any of the BCEESIPL Entities

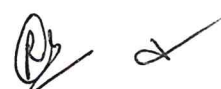
2. Commencement and Duration

2.1 BCEESIPL shall provide the Services to the Client on the terms and conditions of this Agreement from **February 21, 2018 to March 31 2019** unless this Agreement terminated in accordance with clause 11.

3. BCEESIPL's Obligations

3.1 BCEESIPL shall:

3.1.1 provide the Services, and deliver the Deliverables to the Client, in accordance with Schedule 1 in all material respects, save that any dates specified in Schedule 1 shall be estimates only; and time for performance by BCEESIPL, shall not be of the essence of this Agreement; and



- 3.1.2 observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Client's premises and that have been communicated to it under clause 4.1.2, provided that it shall not be liable under this Agreement if, as a result of such observation, it is in breach of any of its obligations under this Agreement.

4. Client's Obligations

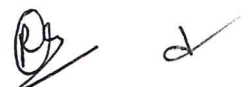
4.1 The Client shall:

- 4.1.1 co-operate with BCEESIPL in all matters relating to the Services;
- 4.1.2 inform BCEESIPL of all health and safety rules and regulations and any other reasonable security requirements that apply at any relevant Client premises; and
- 4.1.3 ensure that any and all equipment, systems, cabling or facilities provided by the Client and used directly or indirectly in the supply of the Services is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant Indian standards or requirements.

4.2 If BCEESIPL's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, BCEESIPL shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.

4.3 The Client shall also:

- a. Notify BCEESIPL of any desired test date at least one week prior to such date if the test package includes a speaking or writing component. BCEESIPL aims to mark all speaking test components in under seventy two (72) hours. This will depend however on the volume, demand and examiner availability at the time of the scheduled test session and therefore the turnaround time for results will need to be agreed on a session by session basis. All test session dates are subject to prior agreement by the BCEESIPL (such agreement shall not to be unreasonably withheld or delayed).
- b. Book a suitable exam venue or venues for the allocated number of candidates on the agreed test session or sessions and install *Janison Replay Insights* onto each computer to be used in the test session. An installation test should then be downloaded and tested on each computer. This should be done before commencing any live Aptis test session to ensure any local technical issues are identified in a timely manner prior to testing candidates. Wherever possible, the installation tests must be downloaded and tested out a minimum of 72 hours before the relevant live Aptis test session is due to begin.
- c. Register and schedule candidates for the relevant test package by completing and uploading the relevant spreadsheet provided onto the BCEESIPL's Aptis *Janison Replay Insights* and generate keycodes for such candidates on or before the agreed test date.
- d. Distribute candidate keycodes to the candidates prior to their test session or sessions.
- e. Fully adhere to the BCEESIPL's invigilation requirements as set out in the invigilator user manual provided by the BCEESIPL during group test sessions.



- f. Fully adhere to the BCEESIPL's technical specification as set out in the user manual provided by the BCEESIPL with regards to the set up and administration of all tests.
- g. Immediately report to the BCEESIPL any technical issues or other problems relating to the Aptis test of which it becomes aware.
- h. Promptly follow any instructions given by BCEESIPL to resolve any such technical issues or problems.
- i. Access and manage its own candidate results through group and individual report forms available in *Janison Replay Insights*.
- j. Agree that BCEESIPL is only liable to provide services during the period mentioned under clause 2- 2.1 "Commencement and Durations" and all Aptis units purchased should be utilised within that period.

5. Charges and Payment

- 5.1 In consideration of the provision of the Services by the BCEESIPL, the Client shall pay the charges as set out in, and in accordance with Schedule 2. All charges quoted to the Client shall be exclusive of all taxes including GST which may be levied by the Government from time to time. The applicable taxes shall be charged separately as per applicable rates, which the BCEESIPL shall add to its invoices. Notwithstanding the foregoing, for the limited purpose of the 40 tests, specified in Schedule 2 hereunder, the charges quoted, are exclusive of all applicable taxes including GST.
- 5.2 In the event of change in law post execution of this contract, including but not limited to the introduction of Goods and Services Tax (GST), the Client and BCEESIPL agree to renegotiate the Price agreed herein.
- 5.3 The Client shall pay each invoice submitted to it by BCEESIPL, in full and in cleared funds, within 30 days of the date of invoice, to a bank account nominated in writing by BCEESIPL and the time for payment shall be of the essence of this Agreement. Notwithstanding the foregoing, the entire amount due under this Agreement, is payable in advance, to be received as per the invoicing.
- 5.4 Without prejudice to any other right or remedy that it may have, if the Client fails to pay BCEESIPL on the due date, BCEESIPL may:
 - 5.4.1 charge interest on the amount of any such late payment, at the rate of prime lending rate per annum, above the official bank rate set from time to time by the State Bank of India. Such interest will accrue from the date on which payment was due, to the date on which payment is actually made. The Parties hereby acknowledge and agree that this rate of interest is a substantial remedy for any late payment of any sum properly due and payable; and/or
 - 5.4.2 suspend all Services until payment has been made in full.
- 5.5 All sums payable to BCEESIPL under this Agreement shall become due immediately on its termination, despite any other provision. This clause 5.5 is without prejudice to any right to claim for interest under the law, or any such right under this Agreement.

- 5.6 BCEESIPL may, without prejudice to any other rights it may have, set off any liability of the Client to BCEESIPL against any liability of BCEESIPL to the Client.
- 5.7 The Client shall comply with all the compliance requirements under GST law (as may be enacted) within specified time lines with complete and correct details as may be prescribed.

6. Intellectual Property Rights

- 6.1 Subject to clause 7, each Party shall give full disclosure to the other of all Background IPR owned by it which is relevant to the Project; and BCEESIPL shall give the Client full disclosure of any Third Party IPR it intends to use.
- 6.2 The Client undertakes that it shall not make any unauthorised use or reference to the British Council's or BCEESIPL's trade name, brand name or logo. Any unauthorised use of the British Council's or BCEESIPL's trade name, brand name or logo shall be deemed as unlawful and BCEESIPL shall be entitled to take legal action against the Client upon its own discretion, to prevent and deal with such unauthorised use of the British Council's or BCEESIPL's trade name, brand name or logo. Further, the Client shall be liable to bear the costs in regards to any damages caused by such unauthorised use of the British Council's or BCEESIPL's trade name, brand name or logo. The Client shall not use, or permit any other party to use, the British Council's or BCEESIPL's trade name, brand name or logo in any way without the prior written agreement of BCEESIPL. The use of the British Council's or BCEESIPL's trade name, brand name or logo shall not be made, displayed or advertised on any business cards, letterheads and personal websites, business websites and social media by the Client.
- 6.3 All Background IPR and Third Party IPR is and shall remain, the exclusive property of the party owning it.
- 6.4 Each Party warrants to the other Party that its Background IPR does not, so far as it is aware, infringe the rights of any third party and none of its Background IPR is the subject of any actual or, so far as it is aware, threatened challenge, opposition or revocation proceedings.
- 6.5 The Client hereby assigns to BCEESIPL with full title guarantee by way of present and future assignment all its right, title and interest in and to the Project IPR.
- 6.6 BCEESIPL hereby grants to the Client an irrevocable, royalty-free, non-exclusive, worldwide right and licence to use the Project IPR in and in connection with the Deliverables and for any purpose relating to the Project.
- 6.7 The Client hereby grants to BCEESIPL an irrevocable, royalty-free, non-exclusive, worldwide right and licence to use the Client's Background IPR in, and to the extent necessary for the performance of the Services and for any purpose relating to the Project.
- 6.8 BCEESIPL is responsible for obtaining any licences, permissions or consents in connection with any Third Party IPR required by the Client and BCEESIPL for use of the Deliverables (such licences, permissions or consents to be in writing, copies of which BCEESIPL shall provide to the Client on request). In addition, BCEESIPL warrants that the

provision of the Services and/or the Deliverables does not and will not infringe any third party's Intellectual Property Rights.

- 6.9 The Client warrants that it has in place contractual arrangements with all individuals engaged by the Client in connection with this Agreement assigning to the Client their Intellectual Property Rights such that the Client can enter into the assignments and licences set out in this clause 6.
- 6.10 The Client undertakes at BCEESIPL's request and expense to execute all deeds and documents which may reasonably be required to give effect to this clause 6.
- 6.11 Nothing in this Agreement shall prevent either Party from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business, to the extent that it does not result in a disclosure of the other Party's Confidential Information or an infringement of Intellectual Property Rights.
- 6.12 Each Party shall promptly give written notice to the other Party of any actual, threatened or suspected infringement of the Project IPR or the other party's Background IPR of which it becomes aware.

7. Confidentiality

7.1 For the purposes of this clause 7:

- 7.1.1 the "**Disclosing Party**" is the Party which discloses Confidential Information to, or in respect of which Confidential Information comes to the knowledge of, the other Party; and
- 7.1.2 the "**Receiving Party**" is the Party which receives Confidential Information relating to the other Party.

7.2 The Receiving Party shall take all necessary precautions to ensure that all Confidential Information it receives under or in connection with this Agreement:

- 7.2.1 is given only to such of its staff and professional advisors or associates engaged to advise it in connection with this Agreement as is strictly necessary for the performance of this Agreement and only to the extent necessary for the performance of this Agreement; and
- 7.2.2 is treated as confidential and not disclosed (without the prior written consent of the Disclosing Party) or used by the Receiving Party or any member of its staff or its professional advisors or associates otherwise than for the purposes of this Agreement.

7.3 The provisions of clause 7.2 shall not apply to any Confidential Information which:

- 7.3.1 is or becomes public knowledge (otherwise than by breach of this clause 7);
- 7.3.2 was in the possession of the Receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party;
- 7.3.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;



- 7.3.4 is independently developed without access to the Confidential Information; or
- 7.3.5 must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Receiving Party.
- 7.4 In the event that the Client fails to comply with this clause 7, BCEESIPL reserves the right to terminate this Agreement by notice in writing with immediate effect.
- 7.5 The provisions under this clause 7 are without prejudice to the application of any equivalent legislation in any applicable jurisdiction, to any Confidential Information.
- 7.6 The Client shall assist and co-operate with BCEESIPL to enable BCEESIPL to comply with those requirements.
- 7.7 Where BCEESIPL receives a request for information from any statutory authority in relation to information that the Client or any of its sub-contractors is holding on behalf of BCEESIPL and which BCEESIPL does not hold itself, BCEESIPL shall, as soon as reasonably practicable after receipt, forward the request for information to the Client and the Client shall:
- 7.7.1 provide BCEESIPL with a copy of all such information in the form that BCEESIPL requires as soon as practicable and in any event within 10 calendar days (or such other period as BCEESIPL acting reasonably may specify) of BCEESIPL's request; and
- 7.7.2 provide correct and timely information for enabling BCEESIPL to undertake appropriate GST compliances which would in turn enable the Client to take input tax credit of supplies made by the BCEESIPL. BCEESIPL shall not be responsible for any loss of input tax credit or delay in availment of input tax credit to the Client on account of incorrect information provided by the Client or due to any act or omission by the Client.
- 7.8 The Client acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that BCEESIPL may nevertheless be obliged to disclose the Client's Confidential Information:
- 7.8.1 in certain circumstances without consulting the Client; or
- 7.8.2 following consultation with the Client and having taken its views into account, provided always that where clause 7.8 above applies, BCEESIPL take reasonable steps to draw this to the attention of the Client after any such disclosure.
- 7.9 The provisions of this clause 7 shall survive the termination of this Agreement, however arising.

8. BCEESIPL's Property

All materials, equipment and tools, drawings, specifications and data supplied by BCEESIPL to the Client shall, at all times, be and remain, as between BCEESIPL and the Client, the exclusive property of BCEESIPL, but shall be held by the Client in safe custody at its own risk and maintained and kept in good condition by the Client until returned to BCEESIPL; and shall not be disposed of or used other than in accordance with BCEESIPL's written instructions or authorisation.



9. Limitation of Liability

9.1 Nothing in this Agreement shall exclude or restrict the liability of either Party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

9.2 Subject to clause 9.1:

9.2.1 BCEESIPL shall not be liable for:

- (a) loss of profits; or
- (b) loss of business; or
- (c) depletion of goodwill and/or similar losses; or
- (d) loss of anticipated savings; or
- (e) loss of goods; or
- (f) loss of contract; or
- (g) loss of use; or
- (h) loss of corruption of data or information; or
- (i) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

9.2.2 BCEESIPL's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall be limited to **INR1,925 per test** , subject to an overall limit of **INR 77,000** under this agreement.

10. Data Protection

The Client acknowledges and agrees that details of the Client's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of BCEESIPL in connection with the Services.

11. Termination

11.1 Without prejudice to any other rights or remedies which the Parties may have, either Party may terminate this Agreement without liability to the other on giving the other not less than one [1] months' written notice or immediately on giving notice to the other if:

11.1.1 the other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than thirty [30] days after being notified in writing to make such payment; or

11.1.2 the other Party commits a breach of any of the material terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that Party being notified in writing of the breach; or



- 11.1.3 the other Party becomes (or, in the reasonable opinion of the terminating party, is at serious risk of becoming) insolvent or unable to pay its debts as they fall due; or
 - 11.1.4 there is a change of Control of the other Party.
- 11.2 On termination of this Agreement for any reason:
- 11.2.1 the Client shall immediately pay to BCEESIPL all of BCEESIPL's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, BCEESIPL may submit an invoice, which shall be payable immediately on receipt;
 - 11.2.2 the Client shall, within a reasonable time as specified by BCEESIPL, return all of BCEESIPL's equipment and Deliverables. Until they have been returned or repossessed, the Client shall be solely responsible for their safe keeping; and
 - 11.2.3 the accrued rights and liabilities of the Parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 11.3 Termination of this Agreement, however it arises, shall not affect or prejudice the accrued rights of the Parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

12. Safeguarding and Protecting Children and Vulnerable Adults

- 12.1 The Client will comply with all applicable legislation and codes of practice, including, where applicable, all legislation and statutory guidance relevant to the safeguarding and protection of children and vulnerable adults and with British Council's Child Protection Policy, as notified to the Client and amended from time to time, which the Client acknowledges may include submitting to a check by the local service used for police checks.

13. Anti-Corruption

- 13.1 Each Party warrants that it has in place, and undertakes that it will comply with, policies and procedures to avoid the risk of bribery (as set out in the relevant legislation) and fraud within its organisation and in connection with its dealings with other Parties.

14. Equal opportunities and diversity

- 14.1 The Client shall ensure that it does not, whether as an employer or provider of services and/or goods, discriminate within the meaning of the Equality Legislation.
- 14.2 The Client shall comply with any equal opportunities or diversity policies or guidelines included in the BCEESIPL Requirements.

15. Assignment

- 15.1 The Client shall not, without the prior written consent of BCEESIPL, assign, transfer, charge, create a trust in, or deal in any other manner with all or any of its rights or obligations under this Agreement.



15.2 BCEESIPL may assign or novate this Agreement to: (i) any separate entity Controlled by BCEESIPL; (ii) any body or department which succeeds to those functions of BCEESIPL to which this Agreement relates; or (iii) any provider of outsourcing or third party services that is employed under a service contract to provide services to BCEESIPL. The Client warrants and represents that it will (at BCEESIPL's reasonable expense) execute all such documents and carry out all such acts, as reasonably required to give effect to this clause 15.2.

16. Waiver

16.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and the circumstances for which it is given.

17. Entire Agreement

17.1 This Agreement and any documents referred to in it constitute the entire Agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersede, cancel and replace all prior agreements, licences, negotiations and discussions between the Parties relating to it. Each Party confirms and acknowledges that it has not been induced to enter into this Agreement by, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) not expressly incorporated into it. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.

18. Variation

18.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

19. Severance

19.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

20. Counterparts

20.1 This Agreement may be executed in counterparts, each of which when executed shall constitute a duplicate original, but all counterparts shall together constitute one agreement. Where this Agreement is executed in counterparts, following execution each Party must promptly deliver the counterpart it has executed to the other Party. Transmission of an executed counterpart of this Agreement by email in PDF, JPEG or other agreed format shall take effect as delivery of an executed counterpart of this Agreement.



21. Third Party Rights

- 21.1 Subject to clause 1.2.4, this Agreement does not create any rights or benefits enforceable by any person not a party to it except that a person who under clause 15 is a permitted successor or assignee of the rights or benefits of a party may enforce such rights or benefits.
- 21.2 The Parties agree that no consent from the BCEESIPL Entities or the persons referred to in this clause is required for the Parties to vary or rescind this Agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of such third parties).

22. No Partnership or Agency

- 22.1 Nothing in this Agreement is intended to, or shall operate to, create a partnership between the Parties, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power) and neither Party shall incur any expenditure in the name of or for the account of the other.

23. Force Majeure

- 23.1 Subject to clauses 23.2 and 23.3, neither Party shall be in breach of this Agreement if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control (a "**Force Majeure Event**") including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, volcanic ash, earthquake, explosion, terrorist act, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.
- 23.2 A Party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:
- 23.2.1 it promptly notifies the other Party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
- 23.2.2 it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
- 23.2.3 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
- 23.3 Nothing in this clause 23 shall excuse a Party for non-performance (or other breach) of this Agreement if such non-performance (or other breach) results from the acts or omissions of any of that Party's consultants and/or sub-contractors (except where

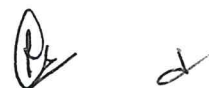
such acts or omissions are caused by any of the circumstances specifically listed in clause 23.1).

24. Notice

- 24.1 Notice given under this Agreement shall be in writing, sent for the attention of the person signing this Agreement on behalf of the recipient Party and to the address given on the front page of this Agreement (or such other address or person as the relevant Party may notify to the other Party) and shall be delivered:
- 24.1.1 personally, in which case the notice will be deemed to have been received at the time of delivery;
 - 24.1.2 by pre-paid, first-class post if the notice is being sent to an address within the country of posting, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the second (2nd) normal working day in the country specified in the recipient's address for notices after the date of posting; or
 - 24.1.3 by international standard post if being sent to an address outside the country of posting, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the seventh (7th) normal working day in the country specified in the recipient's address for notices after the date of posting.
- 24.2 To prove service of notice, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.

25. Governing Law and Dispute Resolution Procedure


- 25.1 This Agreement and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of India.
- 25.2 Subject to the remainder of this clause 25, the Parties irrevocably agree that the courts of Delhi shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Agreement or its subject matter.
- 25.3 In the event that any claim or dispute arises out of or in connection with this Agreement, the Parties shall, following service of written notice by one Party on the other, attempt to resolve amicably by way of good faith negotiations and discussions any such dispute or claim as soon as reasonably practicable (and in any event within 14 calendar days after such notice or by such later date as the parties may otherwise agree in writing). If the Parties are unable to resolve the dispute or claim in accordance with this clause 25.3, either Party may commence proceedings in accordance with clause 25.2.




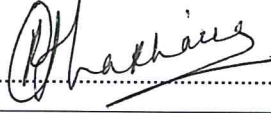

25.4 Nothing in this clause 25 shall prevent either Party from applying at any time to the court for injunctive relief on the grounds of infringement, or threatened infringement, of the other party's obligations of confidentiality contained in this Agreement or infringement, or threatened infringement, of the applicant's Intellectual Property Rights.

IN WITNESS whereof the Parties or their duly authorised representatives have entered into this Agreement on the date set out above.

Signed by the duly authorised representative of BCEESIPL

Name:	Vivek Pratap Singh	Signature:	
Position:	Asst. Director Exams Marketing, India		

Signed by the duly authorised representative of Rizvi College of Education, Mumbai

Name:		Signature:	
Position:			DR. R. S. VAKHARIA M.Ed., Ph.D. I/C, Principal,

Rizvi College of Education,
New Rizvi Educational Complex,
Bandra (West), Mumbai - 400 050

Schedule 1 - Services

Services and Deliverables to be delivered by BCEESIPL

BCEESIPL shall:

- (a) Ensure “**Rizvi College of Education, Mumbai**” is set up as an Aptis centre and is provided with login details in advance for any practice test to be carried out in accordance with Schedule 2
- (b) Provide “**Rizvi College of Education, Mumbai**” with the minimum technical specifications to enable **Rizvi College of Education, Mumbai** to be able to set up, install and test *Janison Replay Insights* well in advance of the start of any proposed test session
- (c) Prior to **Rizvi College of Education, Mumbai**’ first proposed test session commencement time, provide **Rizvi College of Education, Mumbai** with the relevant user-manuals and URLs for *Janison Replay Insights* to ensure the efficient administration of all test packages.
- (d) Upon agreement on the number of tests and a validation period the BCEESIPL will provide access to the computer based version of the **four (4) Skills Package- Listening, Speaking, Reading and Writing and Grammar Vocabulary Package of Aptis for Teachers**, for 40 candidates.
- (e) Provide **Rizvi College of Education, Mumbai** with the URL to the Aptis demonstration tests.



Schedule 2- Pricing

Part 1 – Price

Part 1: Aptis for Teachers (CB Version)]

Sr No	Aptis Test Package	Per test fee (INR) for 40 tests
1	Aptis for Teachers Listening, Speaking, Reading and Writing Package (Includes Grammar and Vocabulary)	*1,925/-
	Total Contract value for 40 purchase	40 * 1925 = INR 77,000

**The rates for Aptis package do not include any government taxes.*

This is based on minimum 40 assessments being purchased and used by March 31 2019. Aptis units purchased should be utilised within this period.

Part 2 – Payment

1. The invoice amount due under this Agreement to be received in advance by **1 March 2018**.
2. Prices are exclusive of all taxes including GST which may be levied by the Government from time to time. The applicable taxes shall be charged separately as per applicable rates.

