

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into in Hyderabad on 25th day of January, 2016:

BY AND BETWEEN

Government Degree College for Women, Begumpet, Hyderabad - 5000016 (*hereinafter referred to as "Training Partner", which expression shall include its successors and assigns*), represented by its Principal, Dr. P. Rajani.

AND

Rooman Technologies Private Limited, a Company registered under the Companies Act, 1956 and having its registered office at No.130, 1st Floor, 1st Block, Dr. Raj Kumar Road, Rajaji Nagar, Bangalore 560 010 (*hereinafter referred to as "The Company", which expression shall include its successors and assigns*), represented by its Managing Director, Mr. Manish Kumar, (PAN: AGAPC2243F)

WHEREAS, Rooman is a company engaged in the business of providing Education and Training services in the field of IT/ITES, Electronics, Telecom, Retail, BFSI, Automotive etc. and is also a partner to National Skill Development Corporation, New Delhi ("NSDC") in its initiatives for the Skill Development programme.

Government Degree College for Women, is fully aware of the various skill development initiatives of NSDC and in particular claims to have learnt in detail, about the scheme of awards established by NSDC and has approached Rooman to offer **Government Degree College for Women**, the license to conduct the training courses strictly under the course curriculum developed by Rooman, under the name of Rooman.

WHEREAS, Rooman has agreed to offer Skill Based Trainings to the students of **Government Degree College for Women**, 'on non-exclusive basis' to conduct such training courses as mutually agreed, under the scheme of awards of NSDC and thus, the parties have agreed to execute this agreement.

Now, this agreement lists out the areas of understanding and terms of engagement between GDCW, and Rooman as follows:

1. ENGAGEMENT OF GOVERNMENT DEGREE COLLEGE FOR WOMEN, for Vocational Training services by Rooman:

1.1 Rooman hereby engages GOVERNMENT DEGREE COLLEGE FOR WOMEN, on *exclusive basis* to offer Skill based trainings and Placements

1.2 GOVERNMENT DEGREE COLLEGE FOR WOMEN shall provide permission to Rooman Technologies to conduct the awareness of the training programs offered by Rooman Technologies.

1.3 GOVERNMENT DEGREE COLLEGE FOR WOMEN, will provide the required infrastructure support as per the courseware specifications, and also offer the required marketing services for the Vocational training courses to be conducted among the unemployed youth and other student's community at large, who are interested to take up the above said courses under Rooman.

1.4 GOVERNMENT DEGREE COLLEGE FOR WOMEN, will exercise its best endeavors to ensure that effective and efficient training services as outlined and mutually discussed are provided to Rooman in accordance with the terms of this agreement.

2 Broad Roles and Responsibilities:

2.4 GOVERNMENT DEGREE COLLEGE FOR WOMEN, will provide its students who are interested to get registered and trained with Rooman.

2.5 To provide vocational training services, through its members of Professional Training faculty, for the students who have enrolled under Rooman, for undertaking the courses, at the training center of Rooman Technologies or in the College as per mutual agreement

2.6 Ensure that the Training infrastructure which includes Class room, Lab, Equipment's to conduct Practical and other facilities is as per the requirements of Rooman.

2.7 Ensure that minimum batch size of the candidates in a batch is 20 and maximum batch size does not exceed 30.

2.8 Ensure quality Training to achieve 100% pass in assessment conducted by SSC. GOVERNMENT DEGREE COLLEGE FOR WOMEN, will be eligible for consideration only in respect of the candidates who become qualified to get the award under scheme viz., only in respect of the candidates, who complete the training and successfully passing the evaluation test conducted by the SSC or its authorized personnel.

2.9 Maintaining of discipline, students' interaction with industry experts, on time completion of the curriculum, administration of the final qualifying examination and ensuring the completion of the certification process.

3 Rooman:

3.4 To provide Train the Trainer program and share the Training Delivery Methodology along with required PPTs and various software.

3.5 To provide the following material on free of cost to GOVERNMENT DEGREE COLLEGE FOR WOMEN.

- a. Enquiry/ Admission forms;
- b. Prospectus;
- c. Course books;
- d. Invoice/Receipt Book
- e. Posters and other publicity materials;
- f. Identity cards;
- g. Any other report, paper, etc., considered necessary.

3.3 To register the Candidates with NSDC

3.4 To co-ordinate with NSDC and SSC for Assessment of candidates completed their Training.

3.5 Share the Marketing material for advertisement and Publicity.

3.6 Enter student details in ERP for enrolling the candidates under NSDC program.

3.7 Conduct training program to students registered for the program

3.8 Assist with placements to all the students who enroll in the program and successfully clear the assessment.

3.9 Rooman shall have its discretion to approach NSDC or such other agencies for the financial and /or Technical or marketing support for organizing the vocational training courses under the Retail function, under its name (Rooman) and it is expressly agreed between the parties that GOVERNMENT DEGREE COLLEGE FOR WOMEN, will provide unconditional support to Rooman in this regard, during the term of this agreement and/or any subsequent commercial agreements that may be executed between the parties.

4 Confidentiality

All information of any nature or kind which GOVERNMENT DEGREE COLLEGE FOR WOMEN, and Rooman, or their Personnel, Directors, Authorized agents, have access to, pursuant to this agreement shall be treated as proprietary and confidential to the respective parties during and after the term of this Agreement, whether or not such information is designated as being confidential or not.

5 Term

The term of this agreement will be for a period of one year, commencing from the date of signing of this agreement and will be renewed for such further periods, after mutually reviewing the progress of the project, unless terminated earlier through a notice in writing.

6 Termination:

Either party may terminate this agreement for breach by the other by furnishing written notice documenting the nature of the breach and permitting the other party 30 business days from receipt of such notice to remedy the breach to the satisfaction of the non-breaching party. If such breach is not rectified within the said period, the other party shall have a right to terminate the contract. Notwithstanding the above, either party may terminate this agreement by giving 60 days advance notice in writing, without any reason or cause thereof.

Notwithstanding the reason for termination, the responsibilities of each party towards completion of unfulfilled services at the time of termination will remain and such services shall be satisfactorily discharged by both parties.

7 General

7.1 It is expressly agreed that GOVERNMENT DEGREE COLLEGE FOR WOMEN, shall not have or claim any right in or to the trademark / brand Name / logo of Rooman and / or any other trademark and / or logos that Rooman may have or acquire, license or right to use.

7.2 GDCW, shall not make any financial commitment on the letterhead of Rooman Technologies Pvt. Ltd. /Rooman Institute of Technology or for and on behalf of the Rooman.

7.3 Rooman is entitled to change the system and procedure of banking accounts as they may consider appropriate from time to time.

7.4 This agreement between GOVERNMENT DEGREE COLLEGE FOR WOMEN, and Rooman is on a principal-to-principal basis and neither party is entitled to represent the other or to make any commitment on behalf of the other on any count whatsoever, beyond the specified purposes of this agreement.

8 Dispute Resolution:

The Parties agree that in the event of any dispute arising out of or in connection with this Agreement, or the interpretation of the Clauses therein, whether during or after the term of this Agreement, the dispute shall be decided by a Single Arbitrator may be appointed in consultation with both the parties. The Arbitrator shall be appointed within 30 days of a Notice of the dispute being given by either Party to the other Party, in which a request for appointment of Arbitrator must be made. The seat of the Arbitration shall be in Bangalore.

9 Both the parties agree that this agreement replaces all earlier agreements.

Unless otherwise advised in writing by either Party to the other, the addresses for service of notice shall be as under, namely:-

For Company

Rooman Technologies Private Ltd.

#202, 2nd floor, Afzia Towers, Greenlands
Begumpet

for Training Partner

**GOVERNMENT DEGREE
COLLEGE FOR WOMEN.**
Begumpet

A notice shall be served in writing either by hand delivery against acknowledgement or by prepaid registered post Acknowledgement due or by a Facsimilia to the assigned number.

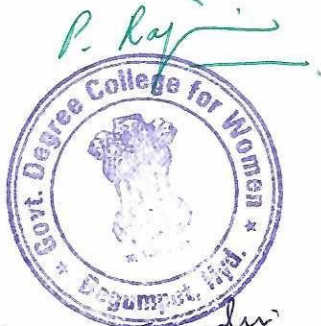
10 It is hereby agreed that the schedules annexed hereto and the prospectus shall be deemed to form part of this agreement as though the provisions thereof were set out herein extends.

11 The agreement set out hereinabove in English has been understood by the parties to the agreement and shall not be disputed for the language at any stage of the agreement or even after the expiry, seeking vernacular version of the agreement.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seal to these presents in duplicate on 10/02/2016 herein above-written.

FOR,

Govt Degree College for Women

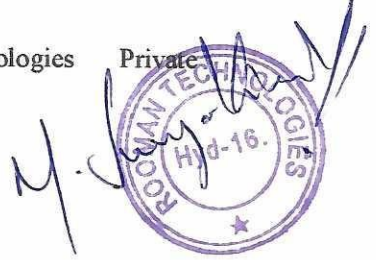


Witness: _____
(Name & address)

J. SAIDEVI
GDC(W), BEGUMPET.
HYD.

FOR
Rooman Technologies Private
Limited,

Surya Kiran
Franchise Head



Witness: _____
(Name & address)