

This ATC Accreditation Agreement is made between:

ICDL INDIA PRIVATE LIMITED incorporated and registered in India with Corporate Identification Number U74140DL2016PTC289895 whose registered office is at S-217, Panchsheel Park New Delhi -110017, India ("**ICDL India**"); and

St Xaviers College with a principal address at Hathroi Fort Road, Jaipur, RAJASTHAN - 302001 (the "**ATC**");

(each a "**party**" and together the "**parties**").

BACKGROUND

- A. ICDL India accredits test centres that want to offer the ICDL programme to Candidates and to conduct Certification Tests for such Candidates in accordance with an agreement between ICDL India and ICDL Asia for the Republic of India.
- B. The ATC requested to be accredited by ICDL India for these purposes.
- C. ICDL India conducted an assessment of the ATC (and the ATC Locations) and is satisfied to proceed with the accreditation on the basis of that assessment, subject to the ATC entering into this Agreement.

IT IS AGREED AS FOLLOWS:

1. Appointment

- 1.1. Subject to Clause 2 below, ICDL India hereby appoints the ATC as an Accredited Test Centre on a non-exclusive basis to carry out Certification Tests for Candidates at the ATC Locations only, subject to, and in accordance with, this Agreement.
- 1.2. This Agreement shall come into effect on 01/09/2017 ("**Commencement Date**") and shall continue until terminated in accordance with its terms.

2. Agreement

- 2.1. The contractual relationship between the parties is governed by this Agreement and the ATC Manual to which the parties agree to be bound and comply. The ATC Manual and each of the following Schedules are incorporated into, and deemed a part of this Agreement (collectively, the "**Agreement**"):

Schedule 1:	General Terms and Conditions
Schedule 2:	Definitions
Schedule 3:	Trademarks
- 2.2. In the event of any conflict between the General Terms and Conditions (Schedule 1) and any other Schedules or the ATC Manual, the General Terms and Conditions prevail.
- 2.3. Capitalised terms in this front page of the Agreement have the meaning given to such terms in Schedule 2 (Definitions), unless expressly specified otherwise.

IN WITNESS WHEREOF, the parties, by their duly authorised representatives, have executed this Agreement upon the last date of signature in two original copies.

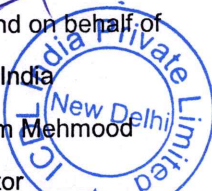
For and on behalf of

ICDL India

Sayem Mehmood

Director

Date: 29/8/17



For and on behalf of

The ATC

Principal
St. Xavier's College
Hathroi Fort Road, Jaipur

Date: 19/8/2017

SCHEDULE 1 – GENERAL TERMS AND CONDITIONS

3. GENERAL OBLIGATIONS

3.1. The ATC shall:

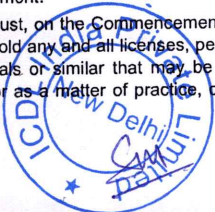
- (a) obtain ICDL India's approval in respect of each ATC Location from where the ATC wishes to conduct the Certification Tests;
- (b) offer any Candidate the opportunity to undertake the Certification Tests at (only) the ATC Locations (unless written notification is provided by ICDL India that the ATC may only offer the Certification Tests to certain persons, such as its own personnel);
- (c) conduct the Certification Tests at the ATC Locations only and in accordance with the ATC Manual as provided or made available (and as amended) by ICDL India from time to time;
- (d) securely hold all details of Candidates assigned with Candidate Registration Numbers and only permit access to them by persons who are authorized to have such access by the ATC and are subject to the same obligations with respect to such data as are set out in this Agreement;
- (e) maintain and, upon request, promptly provide to ICDL India a copy of all records, reports and data as may be required to verify the ATC's proper and effective conduct and administration of the activities which are the subject of this Agreement and its compliance with its obligations under this Agreement;
- (f) without prejudice to the ATC's obligations under Section 9 (Data Protection), provide ICDL India with all such details of Candidates as ICDL India may be required to provide to any government, regulatory, supervisory, administrative or other body or authority;
- (g) immediately inform ICDL India if it becomes aware of any fact or circumstance which may affect its ability to comply with the ATC Manual or this Agreement;
- (h) facilitate ICDL India's quality assurance audit process by permitting ICDL India and/or its employees and agents (and/or its nominee) to have access on reasonable notice to the ATC's premises and accounts, records, documentation, systems and software held and/or maintained by or on behalf of the ATC in connection with the implementation of this Agreement and/or the Certification Tests and to observe test procedures performed by the ATC so that ICDL India may be satisfied that the provisions of this Agreement are being complied with in full by the ATC;
- (i) keep ICDL India fully informed of any material matters arising from the implementation of this Agreement (including any complaints regarding the ATC, any Accredited Tester, or the manner in which the Certification Tests are conducted);
- (j) comply with all instructions received from ICDL India within the ATC Manual in relation to carrying out Certification Tests which are consistent with this Agreement, and provide to ICDL India, not later than fourteen (14) calendar days from the date of receiving a request, all information and data requested by it from time to time in this respect;
- (k) positively support, and not do anything to bring into disrepute or which is reasonably likely to bring into disrepute, or adversely affect the reputation of ICDL India, ICDL Asia the Owner and/or the Certification Programmes;
- (l) achieve any minimum performance targets, including sales targets, as may be agreed by the parties from time to time;
- (m) immediately inform ICDL India of any incident, circumstance or event which could have an adverse impact on the reputation of ICDL India, the Owner and/or the Certification Programmes;
- (n) discharge its obligations under this Agreement with all due skill, care, expedition and diligence and in accordance with industry best practice and the ATC's own established internal procedures to the extent they do not conflict with the standards set out in this Agreement;
- (o) ensure that only Accredited Testers administer Certification Tests;
- (p) maintain an adequately resourced operational infrastructure and appropriate staffing levels in order to be able to conduct the Certification Tests in accordance with its obligations under this Agreement.

3.2. The ATC must, on the Commencement Date, and at all times during the Term, hold any and all licenses, permits, consents, authorisations and approvals or similar that may be required (whether under law, regulation or as a matter of practice, custom or necessity) to enable

and allow the ATC to continually perform its obligations and exercise its rights under this Agreement without restriction, limitation or delay.

4. REPRESENTATIONS AND WARRANTIES

- 4.1. Subject to Section 4.2, the ATC warrants and represents that all information and responses provided by it to ICDL India and/or ICDL Asia and/or the Owner in connection with the assessment undertaken to assess the suitability of the ATC to become an Accredited Test Centre, are, and shall continue to be for the duration of the Agreement, true, accurate and not misleading.
- 4.2. In the event that there is a change in circumstances which results in the information the ATC provided in connection with the assessment referred to in Section 4.1 above being false, inaccurate or misleading, the ATC shall notify ICDL India of this immediately on becoming aware of this.
- 4.3. The ATC warrants, represents and undertakes to ICDL India that:
 - (a) it has undertaken before executing this Agreement, and relied solely upon, its own due diligence in relation to the Certification Programmes and this Agreement;
 - (b) it has sufficient capacity and expertise in order to comply with its obligations under this Agreement and acknowledges that ICDL India has entered into this Agreement in reliance upon such confirmation;
 - (c) it is, and shall remain for the Term, a body duly organised, validly existing and in good standing under the laws of its country of establishment and has full power, capacity and authority to enter into, and perform, this Agreement;
 - (d) this Agreement is fully binding upon, and legally enforceable against, the ATC;
 - (e) it has a valid and legally binding basis to carry out Certification Tests in each ATC Location and that the ATC will keep ICDL India indemnified against any and all disputes or actions between the ATC and an ATC Location;
 - (f) the execution and performance of this Agreement by the ATC does not conflict with or constitute a breach or default under any contract or agreement of any kind to which it is a party or any consent, judgment, order, or applicable law which is applicable to it or its assets;
 - (g) it is not aware of any matter or conflict or circumstance which might restrict or impede it from entering into and performing this Agreement or would materially affect the decision of ICDL India to enter into this Agreement with it;
 - (h) it shall fully comply with all applicable laws;
 - (i) it shall fully comply with the ATC Manual provided or made available to it (and as may be amended) by ICDL India from time to time.
- 4.4. The ATC acknowledges and agrees that:
 - (a) ICDL India may appoint more than one Accredited Test Centre;
 - (b) the entry into this Agreement does not give rise to any warranty, representation or guarantee that it will obtain any value or volume of business arising out of or in connection with this Agreement or otherwise;
 - (c) it undertakes Certification Tests and operates as an Accredited Test Centre at its sole and exclusive cost and risk without any right to support or assistance from ICDL Asia, the Owner or (except to the extent expressly set out in this Agreement), ICDL India; and
 - (d) the Owner may remove, terminate, delete, improve, modify, add to or adapt the Certification Programmes (in whole or in part) and the Online Platform at any time and from time to time without prior notice to the ATC and/or ICDL India; and
 - (e) it shall use the Online Platform when submitting requests for any Certification Resources from ICDL India and it shall comply with the terms upon which access to the Online Platform is made available to the ATC ("Legal Terms").
- 4.5. The parties' main contact in connection with this Agreement is as agreed during implementation discussions and confirmed during the assessment of the ATC for accreditation purposes. Any change by one party to this contact information shall be notified to the other party within 5 working days of such a change.
- 4.6. Upon signature of this Agreement, ICDL India shall establish an



account for the ATC on the Administration Platform and the Online Platform and provide the ATC with access details. The ATC's access and use of these systems shall be subject to the Legal Terms and payment of the Accreditation Fees as they fall due.

5. INTELLECTUAL PROPERTY RIGHTS & LICENCE

5.1. The Owner has granted ICDL Asia a licence to the Intellectual Property (as defined in Schedule 2) and Trademarks (as more specifically set out in Schedule 3 hereto and defined in Schedule 2) as set out in this section. ICDL Asia has granted ICDL India a sub-licence to the Intellectual Property and Trademarks for the territory of India. ICDL India hereby grants to the ATC for the Term only a non-exclusive, non-transferable, personal, limited, revocable sub-licence to use, subject to and in accordance with this Agreement:

- (a) the Intellectual Property provided or made available to it by or on behalf of ICDL India and the Trademarks (as more specifically set out in Schedule 3 hereto), to conduct Certification Tests at (only) the ATC Locations in accordance with the ATC Manual and the terms of this Agreement solely to the extent necessary for the purposes set out in this Agreement; and
- (b) the Trademarks, business name and logo for the purposes of the marketing and promotion of the Certification Programmes in accordance with ICDL India's instructions; (the "Licence") and for no other purpose. The Licence immediately ceases upon the termination of this Agreement (or earlier to the extent that any such Intellectual Property or Trademarks are not required by the ATC for the purpose of fulfilling its obligations or exercising its rights under this Agreement).

5.2. The ATC acknowledges that all intellectual property rights in, or arising out of or in connection with the Intellectual Property and/or Trademarks and any related goodwill are and must at all times remain the absolute property of, and inure to the benefit of, the Owner (or, as the case may be, its third party licensors) and the ATC does not (except as expressly provided for in this Agreement) acquire any right, title, goodwill or interest in them (and to the extent that it does, such goodwill is hereby irrevocably assigned to the Owner absolutely).

5.3. The ATC shall comply strictly with the directions of ICDL India regarding the form and manner of the application of the Trademarks as stipulated from time to time by the Owner and their manner and disposition on all materials (irrespective of the media used) and objects to which they are affixed.

5.4. Use of the Intellectual Property and Trademarks by the ATC shall be in accordance with the ATC Manual and only for the purpose of fulfilling its obligations and/or exercising its rights under this Agreement.

6. USE OF PROPRIETARY NAMES

6.1. The ATC agrees that during, or at any time after the termination of this Agreement, it must not:

- (a) own (whether wholly or partly and either directly or indirectly), incorporate, form or be associated or involved in any way with any entity, society or association (other than ICDL India or ICDL Asia) that includes in its name or branding any of the Proprietary Names (as defined in Schedule 2) or any name similar thereto;
- (b) itself carry on business or conduct any of its activities under any name which includes any of the Proprietary Names or any name similar thereto; or
- (c) register any internet domain name which includes within it any of the Proprietary Names or any name similar thereto.

7. FEES

7.1. The ATC shall pay to ICDL India the Accreditation Fee as set out in the Pricelist (as current at the start of the relevant year, such year starting on the Commencement Date or its anniversary) on an annual basis within 30 calendar days of date of invoice as issued by ICDL India approximately one month in advance of anniversary date. The current Pricelist is provided during the Accreditation process.

7.2. The initial Accreditation Fee is payable on or before signature of this Agreement.

7.3. All Accreditation Fees are payable in cleared funds without set-off, abatement, deduction, counter-claim, withholding or similar, in the manner specified in this Agreement and Schedule 2.

7.4. Non-payment of the annual Accreditation Fee may result in the withdrawal of the ATC's accreditation status and termination of this Agreement by ICDL India in accordance with Section 10.1(a).

7.5. All amounts payable
 (a) shall be paid in the currency outlined in the Pricelist;

- (b) shall be made electronically to a bank account nominated in writing by ICDL India; and
- (c) shall be made in full without deduction of taxes, charges and other duties except insofar as such taxes, charges and duties may be imposed by law.

7.6. If any indirect tax (for eg. service tax) shall be charged or assessed against amounts payable by ATC, the ATC shall pay to ICDL India such amounts on demand.

8. CONFIDENTIALITY

8.1. The ATC undertakes to maintain the confidentiality and security of the Confidential Information and to use it solely for the purposes of conducting the Certification Tests and for no other purpose (the "Purpose"). The ATC shall not disclose or grant access to the Confidential Information to anyone other than those officers, directors, agents and employees who, and only to the extent that they, have a need to know such information for the Purpose (and are subject to equivalent confidentiality obligations to those set out in this Section 8) and the ATC shall take all appropriate measures and precautions to protect the Confidential Information from being unlawfully disclosed to or used or accessed by third parties.

8.2. The ATC may disclose the Confidential Information if required by law to do so, provided it gives ICDL India prior notice so that it has a reasonable opportunity to prevent such disclosure.

8.3. The ATC shall be obliged to compensate ICDL India for all direct or indirect or consequential damages or losses (including profit loss) ICDL India may suffer or incur in connection with any breach of this Section 8.

9. DATA PROTECTION

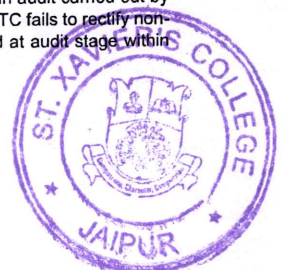
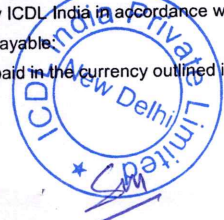
9.1. The ATC must comply with its obligations under applicable data protection legislation in performing this Agreement and must ensure that appropriate technical security measures and organisational measures shall be taken against unauthorised access to, or unauthorised alteration, disclosure or destruction of, the Candidate personal data, and against accidental loss or damage to the Candidate personal data.

9.2. The ATC must obtain and maintain all necessary consents for the use or processing of any Candidate personal data supplied to it, including in relation to any disclosure or transfer of Candidate personal data to ICDL India, the Owner or any other person as required under this Agreement.

10. TERM AND TERMINATION

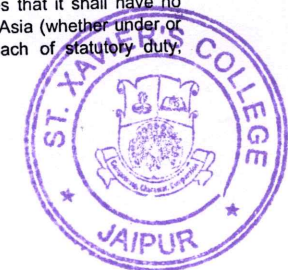
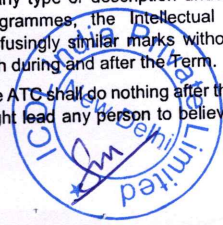
10.1. The ATC's status as an Accredited Test Centre is reviewed on an ongoing basis by ICDL India. ICDL India may terminate this Agreement immediately (or within a period of time specified by ICDL India in its discretion) by giving notice in writing if:

- (a) the ATC fails to pay any sum owing to ICDL India within the credit term required including both the Annual Accreditation Fee and any sums due for use of Certification Resources;
- (b) any of the information provided by the ATC in response to the accreditation assessment, becomes, false, inaccurate or misleading and ICDL India is of the opinion that as a result, it has brought or is reasonably likely to bring ICDL India, the Owner and/or the Certification Programmes into disrepute or is reasonably likely to adversely affect the reputation of ICDL India, ICDL Asia, the Owner and/or the Certification Programmes or would have originally resulted in a decision not to accredit the ATC;
- (c) the ATC challenges the validity of the Trademarks and/or the Intellectual Property, or any of the other rights accruing to the Owner;
- (d) there is a change in control of the ATC;
- (e) the ATC is in breach of any of its obligations (whether material or not) under this Agreement, the Legal Terms and/or under the ATC Manual and such breach is incapable of remedy; if however such breach is capable of remedy the ATC shall have twenty eight (28) calendar days from the date of written notice by ICDL India to rectify the breach, failing which this Agreement terminates immediately;
- (f) ICDL India is required to do so under the terms of the agreement signed between ICDL India and the Owner or such agreement expires or terminates;
- (g) the ATC fails to comply with the terms of an audit carried out by ICDL India (or its nominee) or where the ATC fails to rectify non-conformances to this Agreement identified at audit stage within a specified reasonable timeframe; and/or



- (h) the ATC participates in actions or omissions that affect the reliability of the Certification Tests (including but not limited to unwarranted assistance from the Accredited Tester to the Candidate during the Certification Tests; lack of, or incomplete Candidate identification control; change of Candidate answers and/or scores prior to or during or after the Certification Tests);
- (i) the ATC fails to demonstrate a reasonable level of ongoing activity or engagement with the Certification Programme.
- 10.2. Either party may terminate this Agreement for convenience and without cause upon the giving of three months' notice in writing to the other party.
- 10.3. Either party may terminate this Agreement forthwith, by notice to the other upon the happening of any of the following events:
- (a) the other party is unable to pay its debts when due, becomes insolvent, is adjudicated bankrupt, or compounds with, or makes any arrangement with, or makes a general assignment for the benefit of, its creditors;
- (b) the other party ceases to trade or threatens to do so or abandons this Agreement;
- (c) the other party compulsorily or voluntarily enters into liquidation or winding up, except for the purposes of a bona fide reconstruction or amalgamation, and with the prior written approval of the other party;
- (d) the other party has an administrator, receiver, examiner or manager appointed over the whole, or a substantial part, of its undertakings or assets;
- (e) anything similar to any of the matters described in Sections 10.3(a) to 10.3(d) occurs in any jurisdiction.
- 11. CONSEQUENCES OF TERMINATION OR EXPIRY**
- 11.1. If this Agreement is terminated, the Licence is revoked immediately and the ATC shall:
- (a) immediately cease all activities which are the subject of this Agreement;
- (b) not later than one (1) week thereafter and at the option of ICDL India, either return to ICDL India (or its nominee) or destroy all documents, software, materials and Certification Resources provided by or on behalf of ICDL India in furtherance of this Agreement and the Legal Terms together with all copies (howsoever held, hard copy, electronic media or otherwise) thereof and in the event ICDL India opts for destruction, certify to ICDL India that such destruction has taken place;
- (c) not later than one (1) week thereafter, remove or obliterate the Trademarks from all and any media (including internet sites) and materials in its possession, custody or control and certify to ICDL India that such removal or obliteration of all Trademarks from all material has been completed;
- (d) not later than one (1) month thereafter, pay all sums outstanding to ICDL India under this Agreement or otherwise falling due;
- (e) not later than one (1) month thereafter, furnish all Candidate data as may be requested by ICDL India in the form required by ICDL India;
- (f) if so requested by ICDL India, execute for no further consideration an assignment in favour of the Owner of any and all goodwill in the Trademarks and/or Intellectual Property as may have accrued, in accordance with this Agreement, to ICDL India by reason of the use by the ATC of the Trademarks and/or Intellectual Property pursuant to this Agreement; and
- (g) if so requested by ICDL India, provide reasonable assistance, co-operation and information to ICDL India (or its nominee) and/or any replacement Accredited Test Centres to provide for the orderly transition of Candidates to replacement Accredited Test Centres.
- 11.2. The ATC shall be responsible for any costs incurred by ICDL India as a result of the termination of the Agreement, save where such termination is due to a material breach of this Agreement by ICDL India.
- 11.3. Upon termination of this Agreement, the ATC shall not be entitled to any refund of the Accreditation Fee paid prior to the date of termination.
- 11.4. The ATC shall not manufacture, sell or offer any products or services of any type or description under, or by reference to the Certification Programmes, the Intellectual Property, the Trademarks or any confusingly similar marks without ICDL India's prior written consent both during and after the Term.
- 11.5. The ATC shall do nothing after the termination of this Agreement which might lead any person to believe that the ATC is still licensed to use

- the Trademarks or Intellectual Property, be an Accredited Test Centre or carry out Certification Tests or is in any way connected with ICDL India, the Owner, the Certification Programmes or Certification Tests.
- 11.6. The ATC shall take no action or steps which are designed directly or indirectly to prejudice or frustrate the operation or continuation of the Certification Programmes following the termination of this Agreement for any reason.
- 11.7. All provisions of this Agreement which in order to give effect to their express or implied intent need to survive, or commence after, its termination shall do so.
- 11.8. Termination of this Agreement shall be without prejudice to any existing rights and/or claims that ICDL India may have against the ATC.
- 12. INDEMNITY**
- 12.1. The ATC shall at all times (notwithstanding the termination of this Agreement) be liable for, indemnify and hold harmless ICDL India (together with its officers, directors, agents and employees) from and against all liability, losses, damages, costs, and other expenses of any nature whatsoever incurred or suffered by ICDL India arising out of or in connection with (i) the acts, omissions, negligence or breach by the ATC of this Agreement; (ii) the use otherwise than in accordance with this Agreement by the ATC of the Trademarks and/or Intellectual Property or other rights granted to the ATC; (iii) the breach by the ATC of any third party's intellectual property rights; and/or (iv) the breach as a result of the acts or omissions of the ATC by ICDL India of any third party's intellectual property rights, except if and only to the extent that the above are proven to have been directly caused by ICDL India.
- 13. LIMITATION OF LIABILITY**
- 13.1. ICDL India shall not be liable under or in connection with this Agreement (whether under or for contract, tort (including negligence), breach of statutory duty, equity, indemnities or otherwise) for any special, incidental, indirect and/or consequential damages of any kind, whether advised of the possibility of such in advance or not.
- 13.2. Nothing in this Agreement excludes or limits the liability of either party for:
- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by its negligence or that of its employees or agents.
- 13.3. ICDL India hereby excludes all terms, conditions, warranties and representations which are not expressly set out in this Agreement (including any implied by statute, equity, common law or otherwise). All software, applications, platforms, websites, portals and other media, systems or infrastructure such as the Administration Platform, the Online Platform or Certification Tests are provided by ICDL India and/or the Owner "as is" and "as available" without any suggestion that they are error-free, there will be uninterrupted use or that they do not contain viruses or bugs.
- 13.4. The parties shall use reasonable endeavours to mitigate all costs and expenses and other sums claimed under this Agreement including without limitation any damages, losses and liabilities and shall promptly, upon becoming aware of any breach of any obligation under this Agreement which requires the non-defaulting party to mitigate any losses, damages or liabilities, provide the other party with written notice of the nature of such breach and keep it informed of its actions and costs in relation to such mitigation.
- 14. NOTICES**
- 14.1. All notices specified as required or permitted under this Agreement shall be in writing and shall be deemed given (i) upon personal delivery to the party to be notified, (ii) upon sending if by facsimile with confirmation, if sent during normal business hours and, if not, then on the next working day, (iii) three (3) days after mailing, if sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one day after dispatch, if sent by a nationally recognized overnight courier, addressed to the parties at the addresses set forth in the preamble to this Agreement. Any party may change its address for receiving notice by giving notice of a new address in the manner provided above.
- 15. THE OWNER AND ICDL ASIA**
- 15.1. The ATC acknowledges and agrees that the Owner and ICDL Asia has no liability, obligations or responsibility whatsoever to the ATC under or in connection with or arising out of this Agreement, the Intellectual Property, the Trademarks or otherwise.
- 15.2. The ATC expressly acknowledges and agrees that it shall have no claim whatsoever against the Owner or ICDL Asia (whether under or for contract, tort (including negligence), breach of statutory duty,



equity, indemnities or otherwise) arising out of or in connection with this Agreement.

16. GOVERNING LAW AND JURISDICTION

- 16.1. This Agreement and any dispute (whether contractual or non-contractual) or matters arising out of or in connection with it (including as to its existence, formation, interpretation, operation and/or termination) shall be governed by, and construed in accordance with, the laws of Courts of Delhi.
- 16.2. The ATC agrees to submit to the exclusive jurisdiction of the courts of Delhi to resolve any legal matter arising out of or in connection with this Agreement.
- 16.3. Any question or difference which may arise concerning the construction, meaning or effect of this Agreement or concerning the rights and liabilities of the parties hereunder or any other matter arising out of or in connection with this Agreement ("Dispute") shall be dealt with as follows:
- A party claiming that a Dispute has arisen must give the other party notice of the details of the Dispute ("Dispute Notice").
 - When a Dispute Notice is given, each party's representative must first attempt to resolve the Dispute
 - If those representatives cannot resolve the dispute within 10 working days after the Dispute Notice is given, each party must refer the Dispute to their Chief Executive Officer (or his or her nominee) who must then attempt to resolve the matter.
- 16.4. If the parties cannot resolve the Dispute within 30 days after the Dispute Notice is given, the disputing party reserves their right to resolve the matter through the courts as provided in Section 16.1.

17. MISCELLANEOUS

- 17.1. Each party is entering into this Agreement as principal for and on its own behalf.
- 17.2. This Agreement is personal to the ATC. The ATC shall not be entitled to assign, charge, transfer, novate or otherwise dispose of all or any part of its rights or obligations under this Agreement nor grant any sub-license of those rights without the prior written consent of ICDL India.
- 17.3. The ATC represents, warrants and undertakes to ICDL India that it:
- will fully comply with, and will procure that all its personnel fully comply with:
 - the applicable law in any jurisdiction relating to anti-bribery and/or anti-corruption; and
 - any anti-bribery and/or anti-corruption policy as notified to it by ICDL India and as may be amended from time to time; (the "**Anti-Bribery Requirements**");
 - will not do, or omit to do, any act that will cause ICDL India to be in breach of the Anti-Bribery Requirements;
 - has in place, and shall maintain in place throughout the Term, policies and procedures to ensure compliance with the Anti-Bribery Requirements and will enforce them where appropriate (and at ICDL India's request, it will disclose such policies and procedures to ICDL India);
 - will promptly report to ICDL India any event which occurs in the provision of, or in connection with, this Agreement if that might constitute an offence under or otherwise breach the Anti-Bribery Requirements;
 - promptly notify and give details of any warning, fine, penalty or sanction incurred by it or any of its executives or directors as a result of a breach or suspected breach of the Anti-Bribery Requirements; and
 - not do, or omit to do, any act that would cause or lead ICDL India and/or the Owner to be in breach of any of the Anti-Bribery Requirements.
- 17.4. ICDL India may only waive a right, power, privilege or remedy under this Agreement in writing by express reference to this Section and no waiver by it constitutes a general waiver unless otherwise expressly stated. The failure by a party to exercise or enforce any rights under this Agreement shall not be deemed to be a waiver of any such rights, nor shall any single or partial exercise of any right, power or privilege, or further exercise thereof, operate so as to bar the exercise or enforcement thereof at any later time.
- 17.5. If any of the provisions of this Agreement become invalid or unenforceable for any reason by virtue of applicable law the remaining provisions shall continue in full force and effect and the parties hereby undertake to use all reasonable endeavours to replace any legally

invalid or unenforceable provision with a provision which will promise to the parties (as far as practicable) the same commercial results as were intended or contemplated by the original provision.

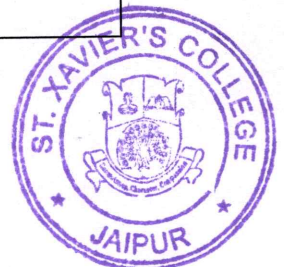
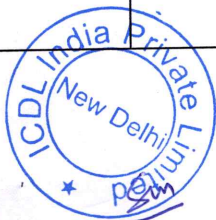
- 17.6. The rights and remedies of ICDL India provided in this Agreement are cumulative, and not exclusive of any rights or remedies provided by law or in equity.
- 17.7. This Agreement, including its Schedules and the ATC Manual, represents the entire agreement between the parties in relation to the subject matter contained in it and supersedes all other agreements and representations made by either party, whether oral or written. The ATC acknowledges and agrees that in entering into this Agreement, it does not rely on, and has no remedy in respect of, any statement, representation, condition, warranty, promise or undertaking (whether negligently or innocently made) other than as expressly set out in this Agreement. This Agreement may only be modified if such modification is in writing and signed by a duly authorized representative of each party except for modifications by ICDL India to the Certification Resources, the Pricelist, Schedule 3 or by the Owner to the ATC Manual, Trademarks or Intellectual Property.
- 17.8. Nothing contained in this Agreement shall be deemed to create, and the parties do not intend to create, any relationship of partners or joint venture or employment or of principal and agent and neither party is authorized to or shall act towards third parties or the public in any manner which would indicate any such relationship with the other.
- 17.9. The ATC does not have the right or authority to assume, create or incur any liability or obligation of any kind expressed or implied against or in the name of or on behalf of ICDL India.
- 17.10. The ATC must not during the term of this Agreement and for six (6) months after its termination employ or solicit directly or indirectly, whether for the ATC's or a third party's benefit, any of ICDL India's personnel without its prior written consent.
- 17.11. The ATC agrees that ICDL India may use their business name and logo for the purposes of marketing and promotion of the Certification Programmes.



Schedule 2

DEFINITIONS

Term	Definition
Accreditation Fee	means the fee payable by the ATC to maintain its accredited status as an Accredited Test Centre.
Accredited Test Centre	is an entity accredited by ICDL India and appointed by ICDL India to carry out Certification Tests for Candidates in accordance with the terms of an ATC Agreement executed between the entity and ICDL India at the ATC Locations.
Accredited Tester	a person accredited by ICDL India to administer Certification Tests in accordance with standards outlined in the ATC Manual.
Administration Platform	the software application used by ICDL India to maintain and administer Candidate and ATC information including Candidate Registration Records with a capacity to generate reports and verification details as and when required and through which Candidates and the ATC may access Certification Resources in respect of which payment has been made.
Agreement	this document, inclusive of any and all Sections and Schedules, together with any amendments made thereto subject to, and in accordance with, the terms of this Agreement.
Approved Certificate	the document issued to Candidates which confirms their success in completing a Certification Test.
Approved Test Procedures	means the test procedures as published and modified from time to time by ICDL India.
ATC Agreement	means an agreement of similar form and nature to this Agreement.
ATC Locations	All testing locations that follow the rules and guidelines outlined in the ATC Manual and that are approved by ICDL India from time to time as a venue from where the ATC can conduct the Certification Tests.
ATC Manual	the manual to which the ATC must fully comply which describes the operation and administration of the Certification Programmes and governs all aspects of carrying out the Certification Tests, as published and modified from time to time by ICDL India, and provided or made available to the ATC by ICDL India from time to time (and includes, as the context admits or requires, any parts of it).
Candidate	an individual who has formally registered to participate in and progress through a Certification Programme with the aim of obtaining an Approved Certificate by passing the appropriate Certification Test.
Candidate Registration Number	is a unique identifier which is issued by ICDL India to identify an individual's Candidate Registration Record.
Candidate Registration Record	a formal record in written or electronic form which must contain the Candidate Registration Number and which is maintained by ICDL India to record a Candidate's participation and progress in a Certification Programme.
Certification Programme(s)	the programme(s) as detailed in the Syllabi, as amended from time to time, and listed in the Pricelist.
Certification Resources	Means, as the context admits or requires, either or both an Offline Certification Resource or an Online Certification Resource (whether in either case it is an ATC Certification Resource or a Candidate Certification Resource) requested for use by ATC's through the Online Platform (ICDL Connect).
Certification Test	a set of questions approved by the Owner to be used for the purpose of confirming that a Candidate has attained the required level of competency against the skills and knowledge defined in the Syllabi.



Term	Definition
Commencement Date	means the date the Term is to begin as set forth on the front page of this Agreement.
Confidential Information	means any information of a confidential or sensitive nature, whether written, oral or in any other form and whether marked confidential or not, relating to ICDL India and furnished or made available to or accessed by the ATC either before, on or after the date of this Agreement including, but not limited to the contents of this Agreement and the ATC Manual and anything containing or derived from any Confidential Information or which ought reasonably be regarded as, or is designated by ICDL India as, confidential.
ICDL India	an entity authorised by the Owner to issue Approved Certificates and licensed to operate, promote and administer the Certification Programmes, and to use the Trademarks and Intellectual Property, in the territories specified in the agreement between ICDL India and the Owner.
Intellectual Property	includes all the intellectual property rights in and/or associated and/or arising out of or in connection with (i) the ATC Manual; (ii) any websites of the Owner; (iii) the Online Platform and the Administration Platform; (v) Syllabi; (vii) the promotion, operation, development, implementation, improvement and/or maintenance of the Certification Programmes; and (viii) any related goodwill, including, without limitation, the intellectual property rights in and/or associated with and/or arising out of or in connection with the name, idea and plans for the Certification Programmes, the supporting documents provided by ICDL India within the ATC Manual and otherwise and/or any improvements, updates, adaptations, modifications, derivations or changes to any of the foregoing (but which excludes the Trademarks).
Legal Terms	means the terms and conditions governing access and use of the Online Platform and the Administration Platform and the Certification Resources (including the submitting of requests for same) by the ATC and also incorporates the ATC Manual and this Agreement.
Online Platform	means the online platform made available by or on behalf of ICDL India through which the ATC can submit requests for Certification Resources. The Online Platform at the time of signing this Agreement is referred to as "ICDL Connect".
Owner	The European Computer Driving Licence Foundation Limited, a company incorporated and registered in Ireland with company number 259212 and the owner of the Intellectual Property and the Trademarks.
Pricelist	means the price list of the fees payable for accreditation and for Certification Resources as notified by ICDL India to the ATC from time to time.
Proprietary Names	means names comprising any of the Trademarks, a registered business name of The European Computer Driving Licence Foundation Limited or any words or marks similar thereto.
Schedule(s)	the various schedules to this Agreement.
Syllabi	are the documents, as modified by the Owner from time to time, which specify the knowledge, skills and/or competences to be demonstrated by a Candidate to achieve certification in a Certification Programme.
Term	means a period of time, commencing on the Commencement Date and ending on the date of termination of the Agreement.



Schedule 3

TRADEMARKS



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Schedule 4**PRICELIST****ICDL India ATC Price List****Mandatory Fees**

Candidate Registration Fee*	INR 700		
Module Level	Base	Intermediate	Advanced
Module Pack**	INR 700	INR 1,050	INR 1,400

Special Module

Digital Marketing	INR 1,400
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Programme Support Services

Annual Accreditation Fee	INR 35,000
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Optional Elements

	Base	Intermediate	Advanced
eLearning Courseware	INR 420	INR 630	INR 840

Introductory Programmes

Digital Citizen	INR 1,400
Digital Citizen Plus	INR 2,100

* Includes one printed certificate issued from Singapore

** Includes one Diagnostic Assessment with 3 attempts

