MEMORANDUM OF AGREEMENT

BETWEEN

SEDA, Australia

AND

GRAM TARANG –
CENTURION UNIVERSITY OF TECHNOLOGY & MANAGEMET (CUTM), India

MARCH 2014
SKILL DEVELOPMENT PROJECT AGREEMENT

PARTIES

This Agreement is made on this day the 7th March 2014 between:

1. GRAM TARANG EMPLOYABILITY AND TRAINING SERVICES PVT LTD, having it’s registered office at HIG-5, Phase 1, BDA Duplex, pokhariput, Bhubaneswar 751020, Orissa (hereinafter referred to as “GRAM TARANG”), as the social entrepreneurship outreach entity of the CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT< Orissa (hereinafter referred to as CENTURION") of the ONE PART

AND

2. SPORTS EDUCATION DEVELOPMENT AUSTRALIA PTY LTD of 425 Riversdale Road Hawthorn East 3123 (hereinafter referred to as “SEDA")

RECITALS

WHEREAS:

A. CENTURION is a private university established by state legislation in Orissa. Who offer/conduct various courses besides vocational education and training.

B. GRAM TARANG is the social entrepreneurship outreach entity of CENTURION, and manages and promotes CENTURION’S School of Vocational Education and Training;

C. SEDA is an education and sports organisation partnering with industry to deliver training and vocational program;

D. GRAM TARANG wishes to provide required training and candidates who desire training in the sport and fitness industry.

E. The area covered in this agreement is restricted to the East, North East and South East of India.
F. GRAM TARANG possesses necessary and requisite infrastructure, sufficient space, manpower and experienced teaching faculty to conduct the proposed training. GRAM TARANG is willing to offer short term training to candidates so as to enable them to enhance their capacity to find employment in the sport, fitness and recreation industries.

G. During the term of this Agreement, CENTURION, GRAM TARANG and SEDA shall continue to review their relationship and take good faith all actions to strengthen the association and promote their mutual interest. The co-operation of the parties is for the purpose of complementing their respective resources capabilities in pursuance of establishing projects / initiatives.

THE PARTIES HEREBY AGREE AND THIS AGREEMENT WITNESSES AS FOLLOWS:

1. DEFINATIONS AND INTERPRETATION

1.1 For the purpose of this agreement, and unless repugnant to the context, the following terms shall have the meanings set out in this section:

(a) “Agreement” means this Agreement, including amendments if any made in Accordance with the requirements set out herein;

(b) “Applicable Laws” shall mean all enactments, whether by the Parliament or the Orissa Legislature, rules, regulations, by-laws, policies and judgement of courts of records relating to the development, operation and management of the training centres and shall include any amendments, modifications and re-enactment thereof;

(c) “Applicable Permits” shall mean all approvals, permissions, sanctions, permits required under the Applicable Laws for operation and management of the training centres;

(d) “Courses” means any and all training courses delivered by Gram Tarang for training of candidates under the course;

(e) “Course Materials” is a document or series of documents issued by SEDA containing specifications and instructions for the delivery of training candidates, and may include curriculum delivery, work plans, assessment materials, units, professional development.
(f) “Delivery and Administrative Overheads” means the costs of providing accommodation, food, course materials, uniforms, shoes, protective gears and note books to the candidates; and also the variable administrative overheads of operating the Training Centres, such as electricity, telephone connections and consumables;

(g) “Sport and Fitness Course Means” any course that has a component of sport, fitness or an associated field as a component of delivery, as determined by SEDA in consultation with Gram Tarang;

(h) “Fixed Overheads” means fixed administrative overhead expenses for operating the Training Centre.

(i) “Force Majeure” or “Force Majeure Event” includes an act of God, war, insurrection, riot, civil commotion, flood, lightening, explosion, fire, earthquake and any other happening which the effected party could not reasonably prevent control;

(j) “Instructions” means any specifications, instructions, stipulations, guidelines, manuals issued by SEDA from time to time in connection with the delivery of the courses;

(k) “Facilities” means the buildings, sport and recreation facilities and equipment detailed in item 1 of the Schedule hereto and includes all the physical infrastructure such as buildings, hostels, sporting facilities computer systems equipment, consumables that are considered necessary by GRAM TARANG for smooth operation of the course;

(l) “Rupees” or “Rs” means Indian rupees

(m) “Training Centres” means the locations selected by GRAM TARANG for the delivery of the services under this agreement.

In this Agreement, unless the context otherwise requires:

(a) any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;
(b) the words importing singular shall include plural and vice versa, ands
words, denoting natural persons shall include all genders,
partnerships, firms, companies, corporations, joint ventures, trusts,
associations, organisations or other entities (whether or not having a
separate legal entity);

(c) the headings are for convenience of reference only and shall not be
used in and shall not affect the construction or interpretation of this
Agreement;

(d) terms beginning with the capital letters and defined in this Agreement
shall have the meaning ascribed thereto herein;

(e) the words “include” and “including” are to be constructed without
limitation;

(f) any reference to a “day, “week”, “month” etc, shall mean reference to a
calendar day, week, month etc;

(g) any reference to any agreement, deed, instrument, licence or
document of any description shall be construed as reference to that
agreement, deed, instrument, licence or other document as amended,
varied, supplemented, modified or suspended at the time of reference;

(h) references to recitals, clauses, sub-clauses, paragraphs, annexures or
appendices are references to recitals, articles, clauses, subclauses,
paragraphs, annexures and appendices of this agreement

(i) any agreement, consent, approval, authorisation, proposal, notice,
communication, information or report required under or pursuant to this
Agreement from or by any Party shall be valid and effectual only if it is
in writing under the hands of duly authorised representative of such
Party, in this behalf and not otherwise; and

(j) any reference to any period commencing “from” a specified day or date
and “til” or “until” a specified day or date shall include both such days
or dates.
2. RESPONSIBILITIES OF GRAM TARANG

2.1 GRAM TARANG shall deliver as a pilot a Sport and Fitness Course at the Training Centres, or in the appropriate facilities to a minimum of 20 candidates (or otherwise agreed in writing with SEDA) during the term of this agreement;

2.2 GRAM TARANG may choose to deliver the fitness course as a standalone qualification or offer it to students as a component of an existing program to students who are completing another course or qualification;

2.3 GRAM TARANG agrees and undertakes to:

(a) Conduct advertising and promotion of the Sport and Fitness Course, including through placement of advertisements in local newspapers in Orissa and other states in Eastern India;

(b) Screen applicants to and select candidates for the Courses, giving preference to applicants from lower income groups and unemployed candidates;

(c) Supply and make available the facilities at the Training Centres;

(d) Employ a minimum of teaching staff at the Training Centres at a capacity required for the quality delivery of the program;

(e) Manage the administration of the Courses;

(f) Update SEDA from time to time on the progress of the courses;

(g) Deliver the courses in Accordance with the Course Materials and the Instructions;

(l) Bear the Delivery and Administrative Overheads and the Fixed overheads;
(J) Adhere to all Applicable Laws and secure all Applicable Permits required to operate and offer the Sport and Fitness Course, or other courses developed by SEDA as agreed between the parties.

Courses;

(k) Adhere to the dress code up to the general standards prescribed for the Sport and Fitness Course

(l) Provide the trainees basic hygienic and healthy boarding and lodging during the training;

(l) Acquire, install and maintain additional infrastructure, sporting equipment if more candidates are admitted or Courses conducted as mutually agreed in written between SEDA and GRAM TARANG;

(m) Not to discriminate between or among any applicants to the Courses or candidates of the Courses;

3.0 RESPONSIBILITIES OF SEDA

3.1 SEDA hereby agrees and undertakes to:

(a) Provide the course materials and instructions for the courses agreed upon to deliver;

(b) Assist in the selection and professional development of trainers and staff required to prepare them to delivered starting with the Sport and Fitness course;

(c) Assist with the provision of applied learning opportunities, projects and experiences as part of the courses developed; and

(d) Where possible, assist to GRAM TARANG to arrange for industry visits for the Candidates, as part of the Sport and Fitness Course.
4. NSDC and ONSELLING COURSES

4.1 SEDA and GRAM TARANG will use its best endeavours to have the Sport and Fitness Course and any other course that SEDA and GRAM TARANG develop approval or gain endorsement by the NSDC.

4.2 Centurion and GRAM TARANG must not sell, license or otherwise seek to make available the Sport and Fitness Course or any other course to a third party without first obtaining written approval of SEDA.

5. RECORD AND AUDITS

5.1 GRAM TARANG shall maintain complete records and accounts as required by law;

5.2 GRAM TARANG shall maintain reasonable non-financial records;

5.3 SEDA may:

(a) request further information or records in relation to the financial records or non-financial maintained by GRAM TARANG; and

(b) Inspect or audit the financial records at any time upon reasonable notice.

6. PAYMENTS AND GRANTS

6.1 GRAM TARANG shall not receive any payment from any Applicant or Candidate in relation to the Courses, unless agreed upon by SEDA

6.2 SEDA and GRAM TARANG will approach government and corporate entities to obtain financial support for the courses offered. If a fee or funding is obtained, SEDA shall receive a proportional share of the fee or funding after negotiation between the Parties;

6.3 GRAM TARANG shall not apply for or any grant from any private, corporate or government entity in relation to the Courses, without prior written permission of SEDA. SEDA reserves all rights to share the benefits of any such grant on a proportionate basis with GRAM TARANG.

6.4 If a fee is charged for delivery of the course by both Parties. SEDA shall receive a proportional share of that fee after negotiation between the Parties.
7. SEDA REVIEW

7.1 SEDA may from time to time review the Sport and Fitness Course delivered by GRAM TARANG.

7.2 SEDA may inspect or attend the Training Centres at any time without notice, for the purpose of ensuring that the delivery of the Sport and Fitness Course is of high quality.

7.3 If, in the reasonable opinion of SEDA the quality of training offered by GRAM TARANG declines, then SEDA may issue a written notice to GRAM TARANG setting out:

(a) A detailed description of the concerns identified by SEDA and

(b) The specific action required to be taken by GRAM TARANG to rectify SEDA’s concerns.

7.4 Within 15 days of receiving a notice for rectification, GRAM TARANG must make reasonable effort to rectify the concerns specified by SEDA.

8. TERM

8.1 This agreement shall come into effect from the 7th March 2014 and shall remain ongoing, unless terminated in accordance with this agreement.

9. RELATIONSHIP BETWEEN THE PARTIES

9.1 This Agreement does not constitute GRAM TARANG acting as a servant or employee or partner or joint venture of SEDA.

9.2 GRAM TARANG shall have no authority to bind SEDA in any manner whatsoever.

10. ASSIGNMENT, DELEGATION AND COMPETITION

10.1 Neither Party may assign any rights or obligations accruing to it under the provisions of this Agreement except with the express written consent of the other Party.
10.2 Neither Party may delegate any of its duties or obligations here under otherwise than with express written consent of the other Party.

10.3 GRAM TARANG must not enter into any agreement or any other arrangement with any competitor of SEDA, if such agreement/arrangement has the effect of breaching the terms and conditions of this Agreement.

11. SERVICE AND CERTIFICATION OF CANDIDATES

11.1 The Parties acknowledge that SEDA is not delivering the Course or in any way awarding any type of qualification to the Candidates.

11.2 The Parties intend that upon successful completion of the Sport and Fitness Course that the candidates shall be awarded a certificate by Centurion based on the theoretical and practical components and on job performance for the period of the course.

12. OTHER COURSES

12.1 From time to time, SEDA and GRAM TARANG may also agree to conduct need -based training courses and other relevant courses, charging appropriate fees to be fixed based on the course duration and content and agreed between the parties.

13. INTELLECTUAL PROPERTY - TRADEMarks AND OTHER INTELLECTUAL PROPERTIES

13.1 SEDA shall remain the exclusive holder of all rights in its name, logo and Course Materials;

13.2 GRAM TARANG may use its name and logo of SEDA in any training materials or other documents relating to the courses with the prior written approval of SEDA.

13.3 GRAM TARANG acknowledges that all intellectual properties of SEDA existing as of date hereof or to be introduced in the future, are the exclusive property of SEDA whether registered under the applicable laws or not. Neither this Agreement nor the operation of GRAM TARANG shall in any way give or be deemed to give to GRAM TARANG or Centurion any right, interest or ownership in any of the aforesaid intellectual properties of SEDA relating to SEDA products or services, except for the right to use such intellectual properties strictly in accordance with the terms and conditions of this
Agreement. All goodwill associated with the Intellectual Properties shall inure exclusively to the benefit of SEDA.

14. RIGHTS OF SEDA

14.1 Notwithstanding anything else in this Agreement, SEDA shall have the following rights and powers under this Agreement.

(a) SEDA may in consultation with GRAM TARANG advertise in the local vernacular Newspapers regarding the Course;
(b) SEDA reserves its right to increase or decrease the number of candidates for each batch; corresponding expenses may increase or decrease depending on the strength of candidates;
(c) SEDA or any of its authorised representatives may enter and inspect the Training Centres and any books or records maintained by GRAM TARANG in relation to the Courses or Training Centres.
(d) At its sole discretion, SEDA may continue or discontinue individual Courses, depending on many factors such as GRAM TARANG willingness to conduct the training or provide facilities. However SEDA and GRAM TARANG are committed to complete the Course for the selected candidates.

15. TERMINATION

Termination for breach

15.1 Either Party may immediately terminate this agreement if at any time either party:

a) is in breach of any of their obligations under this Agreement or does not perform the services under this agreement to the satisfaction of the other Party. This right shall only be exercisable by either Party if the other party fails to remedy the breach within 14 days of receiving a notice; or
b) takes any action which in the parties reasonable opinion is materially detrimental to the other party or the Program or fails to take any action to avoid a material detriment to the Party or the Program; or in the reasonable opinion of a Party, brings a party or the Program into disrepute or misrepresents a party or the program in any commercial or other dealing; or
c) does not have any of the Key Personnel employed by a Party in connection with the Services and, in the reasonable opinion of a party, such Key Personnel have not been replaced with an employee with equivalent qualifications, experience or skills to deliver the Services;
d) is unable to pay its debts as they fall due or compounds with its creditors or assigns any of its assets for the benefit of its creditors;

e) fails to observe any of the other Parties policies and procedures.

f) ceases to exist.

Events on Termination

a) Upon termination of this agreement, both parties shall return to the other all property belonging to the other including, without limitation all "Course Material" Information and all documents, equipment and other materials in relation to the Courses.

b) Upon termination or expiration of this agreement, both parties will have no obligation to make any further payment of the Fee to the other party, other than for Services rendered.

c) The termination of this agreement will be without prejudice to the rights of either party against the other in respect of anything done or omitted under this agreement before termination or regarding any sums or other claims outstanding at the time of termination, unless otherwise expressly provided for in this agreement.

16. ARBITRATION

a) Without prejudice to the provisions hereof, in the event of any dispute, difference, conflict or question arising between the Parties hereto relating to or concerning or arising out of this Agreement, the same shall be referred to arbitration subject to the provisions of this clause and the Arbitration and Conciliation Act, 1996.

b) The arbitration shall be conducted by a panel of three arbitrators. Each party shall be entitled to appoint one arbitrator and shall bear the cost of such arbitrator. However, the cost of the arbitration venue, if any, and the cost for other facilities required for smooth conduct of the arbitration proceedings shall be paid by the parties in equal proportion.

c) Any party seeking the resolution of any dispute, difference or claim arising out of or in relation to this Agreement by way of arbitration shall notify the other Party or Parties against whole relief is claimed within 15 days of the occurrence of such dispute, difference or claim, as the case may be ("Arbitration Notice"). The Parties shall nominate an arbitrator within 15 days of the receipt of the Arbitration notice.
d) The arbitrators appointed by the parties shall have the power to issue interim
directions if an application in this regard is filed by any one or more Party.

17. JURISDICTION

Save and except as provided in the preceding clauses, the Civil Courts at Chennai
alone shall have jurisdiction in relation to any dispute that arises from or is in any way
related to or connected with this Agreement.

18. NOTICES

Any notice given under this Agreement:

a) must be in writing signed by or on behalf of the party giving it;

b) will be effectively signed on behalf of a party if it is signed by that party or any
   of its officers (where the sender is a company), its solicitor or its duly
   constituted attorney; and

May be served by being:

a) delivered personally, or sent by pre-paid mail, to the address of the other
   party specified in this agreement, or the registered office or place of business
   or residence of the other party last known to the sender; or

b) sent by fax to the fax number of the other party last notified to the sender.

A notice will be considered received:

a) if delivered, on delivery;

b) if sent by pre-paid post, 3 business days after posting; and

c) sent by fax, when the transmitting machine produces a written report that the
   notice has been sent in full.

d) If a notice is delivered or received by fax on a day that is not a business day
   or after 5pm on a business day, the notice will be considered delivered or
   received on the next business day.
e) The address for the service of any notice is the address set out in this agreement or as otherwise notified to the other party in writing.

19. WAIVER

A right may only be waived in writing, signed by the party giving the waiver. A waiver by a party of any breach or a failure to enforce or to insist upon the observance of a provision of this agreement will not be a waiver of any other or of any subsequent breach.

20. SEVERENCE

If any part of this Agreement is invalid, unenforceable, illegal, void or voidable for any reason, this Agreement will be construed and be binding on the parties as if the invalid, unenforceable, illegal, void or voidable part had been deleted from this Agreement, or read down to the extent necessary to overcome the difficulty.

21. COOPERATION

Each party must do anything (including execute any document) to give effect to this Agreement and to the transactions contemplated by it, and must ensure that its employees and agents do anything (including execute any document) that the other party may reasonably require to give full effect to this Agreement.

22. CONTINUING OBLIGATIONS

The expiration or termination of this Agreement does not operate to terminate any of the continuing obligations under this Agreement and such obligations will remain in full force and effect and be binding on the parties.
EXECUTED as an agreement

SIGNED for GRAM TARANG, by its duly authorised officer, in the presence of:

Signature of witness

SIGNED by SPORTS EDUCATION AND DEVELOPMENT AUSTRALIA PTY LTD, by its duly authorised officer, in the presence of:

Signature of witness

Signature of Officer, Prof (Dr) Mukti Mishra

Name: Swapna Harrison

Signature of Officer, Mr Brad Green

Name: Nick Hannett