

500000

भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

सत्यमेव जयते

INDIAN NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2016

Z 081091

प्रधान मुद्रांक कार्यालय, मुंबई
प. मु. वि. क्र. ८००००१५
- 6 JUN 2016
सक्षम अधिकारी

Agreement

This agreement is made on the 6th day of December, 2016 and entered into by श्री. रा. कृ. चोटले

BY AND BETWEEN

Neev Knowledge Management Private Limited, (herein after referred to as "Edupristine") a private limited Company having CIN U80301MH2008PTC186038, incorporated under Companies Act, 1956 and having its registered office at 702, Raaj Chambers, 115, R.K. Paramhans Marg, Old Nagardas Road, Andheri (East), Mumbai - 400069 Maharashtra, expression shall unless repugnant to the meaning or context here of, be deemed to mean and include its successor, executors, administrators, agents and permitted assigns), OF THE ONE PART.

AND

Sri Manakula Vinayagar Medical College and Hospital (hereinafter referred to as "SMVMCH") a private self financing Medical College run by "Sri Manakula Vinayaga Educational Trust" a private charitable Trust having registered in D.No.59 of 1998 at Sub-Registrar office Thirukkanur Puducherry having its registered office at No.23, Mariammankoil Street Madagadipet Puducherry - 605 107 expression shall unless repugnant to the meaning or context here of, be deemed to mean and include its successor, executors, administrators, agents and permitted assigns), OF THE OTHER PART.

000593

- 8 JUN 2016

जुद्धपत्र - 7 Annexure 1

फायदा प्रतिज्ञापत्रासाठी Only for Affidavit

मुद्रांक शिवाय वेगान्याचे नाव _____

मुद्रांक शिवाय वेगान्याचे रहिवासी पत्ता _____

मुद्रांक विवरीबाबतची नोंद वही अनु. क्रमांक _____

मुद्रांक शिवाय वेगान्याची राहणी _____

परवाना क्रमांक : 0000094
मुद्रांक विवरीचे ठिकाण/पत्ता : अंधोरी कोर्ट वार असोसिएशन
एम्स पुरान, कोर्ट, अंधोरी रेल्वे स्टेशनच्या बाजूला,
अंधोरी (पूर्व), मुंबई - 400 089.

शासनाच्या नियमांनुसार परवान्याबाबत प्रसिद्धापत्र सादर करणाऱ्या मुद्रांक
कारासाठी जाणवणारी राहणी आहे. (शासन आदेश दि. 09/09/2008 नूसवर).
या कारणासाठी ज्यांनी मुद्रांक घेतला त्यांनी या कारणासाठी मुद्रांक खर्चाची
वेगान्यापारून दमनिकाला बाबतचे बंधनकारक आहे.

EDU PRISTINE
New Knowledge Management Pvt. Ltd.
702, East Chamber, Old Nagar Road,
Opp. Wilson Pen Factory, Andheri (East),
Mumbai - 400 059. Tel: 022-2470848
T. 18002005835 Email: edupristine@gmail.com
8 JUN 2016

Edupristine and SMVMCH shall hereinafter be also jointly referred as the "Parties" and severally as the "Party".

WHEREAS Edupristine is India's leading training provider for international certifications in Finance (like CFA®, FRM®, Financial modelling and PRM®), Accounting (CPA and CMA), Analytics (Business Analytics and Big Data and Hadoop) and Medical (USMLE). Edupristine has partnered with Becker Healthcare for providing training and content in Healthcare as well as in accounts domain.

WHEREAS SMVMCH is an institution engaged in undergraduate and post graduate education in the field of medicine.

WHEREAS Becker Professional Education is a global leader in professional education serving the accounting, project management and healthcare professions. As a global provider of medical licensing training programs, Becker Healthcare meets the needs of medical students to further their professional development through successful passing of the United States Medical Licensing Exams. Given the importance of high scores in the residency selection process, Becker has designed comprehensive programs to assist students' ability to further integrate basic science concepts. With its renowned MD/PhD and PhD faculty, Becker is the industry leader in helping students perform well on their board exams.

NOW, therefore, in consideration of the mutual covenants hereinafter appearing, it is hereby agreed by and between the Parties hereto as follows:

1. DURATION

This agreement will be valid for 3 years (three years) from the date of signing of this agreement. This agreement may be extended for such further period(s) and on such terms and conditions with mutual consent of both the parties.

2. SCOPE OF SERVICES

Scope of services of both the parties are mentioned in Annexure A of this agreement.

3. DELIVERABLES

Infrastructure requirements to be provided by the institution

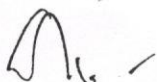
- A lab with minimum 15 workstations to be provided for LVC sessions with high speed internet connectivity
- A counselling room/desk to be provided for Edupristine staff during his/her visit to the college to promote the programmes which will be weekly once.
- A technical person for support during the LVC sessions

4. FEE

All the payments (under Annexure B) to be released by SMVMCH within 10 days of enrollment and 15 days prior to the start date of the programme.

5. TERMINATION

This agreement can be terminated by giving three months notice by either party after fulfilling their obligations with mutual consent of both the parties.




6. **Exclusivity**

- Edupristine and SMVMCH have entered into this agreement wherein they will be preferred certifying and training partners for each other. ~~Edupristine and~~ SMVMCH shall not be allowed to enter into any such agreement with any other company/party to promote USMLE programmes on campus.
- Permission to conduct seminars and help desk activity at the institution after seeking a suitable date which will be done in discussion with the college authorities.
- Permission for students from other medical colleges to attend the LVC classes.

7. **CONFIDENTIALITY**

This agreement, other documents, all technical, business and other information concerning the SERVICES and all the confidential information exchanged including but not limited to that which may be disclosed or confided to it by the other party in the course of performance of the obligation under this agreement are to be kept strictly confidential by the parties and no party hereto shall disclose the same to any third party without prior approval of the other party. All the confidential information shared by the other party should be on a need to know basis for the purpose of implementing the transactions contemplated by this agreement and to the extent that disclosure is required by law. Further, SMVMCH cannot use Edupristine's/Becker's content for any student not enrolled with Edupristine.

All symbols, logos, data, content, strategies and other intellectual capital of this agreement would be kept strictly confidential by both the parties.

The obligations of Edupristine and SMVMCH under this and above provisions shall survive even after the termination of this Agreement.

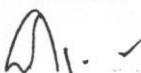
8. **INDEMNITY**

Each party shall indemnify the other party and their respective officers, Directors, employees and agents from and against any and all claims, losses, damages, costs and expenses or actions or other proceedings made against any of them, arising out of its action or omission in connection with this agreement except to the extent such claims, losses, damages, costs and expenses or actions of other proceedings are due to the indemnified parties wilful misconduct, negligence, failure or breach of this agreement.

In no event, either party is liable for any special, incidental, indirect, consequential or other similar damages, whether based on breach of agreement, tort (including negligence) or otherwise.

9. **PARTNERSHIP OR AGENCY OR PERMANENT EMPLOYMENT**

Nothing in this agreement shall constitute or be deemed to constitute a partnership, agency or any type of permanent employment between the parties hereto and none of them shall have any authority to bind the other in any way.





10. FORCE MAJEURE:

Neither party shall be liable to each other for failure or delay in the performance of any of their obligations under this agreement for the time and to the extent such failure or delay is caused by riots civil commotion, wars, hostilities between nations, government loss of control, orders, regulations, embargos, or action by the government(s) or any agency thereof, act of God, storms, fires, accidents, strikes, sabotages, explosions, terrorist attack, or other similar or different categories beyond the reasonable control of the parties to this agreement.

11. NOTICES:

Any notice, approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered, or transmitted by registered post or courier or via email to the address specified below or to such address as may, from time to time be given by each Party to the other in writing :

To Edupristine at

Name of the concerned person	- Ms. Vinitha Thomas
Address	- Edupristine, Ground Floor, Redsun Infotech, Temple Towers, Nandanam, Chennai 600035
Email :	- vinitha@edupristine.com
Contact no.	- +91-7550067679

To Sri Manakula Vinayagar Medical College & Hospital

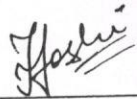
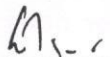
Name of the concerned person	- Dr. Rajagovindan
Address	- Sri Manakula Vinayagar Medical College & Hospital, Puducherry 605107
Email	- drrajagovindan@yahoo.co.in
Contact No.	- +91-9444217687

12. GOVERNING LAW & JURISDICTION:

This agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the Parties hereto shall be governed by the laws of India and shall be subject to the jurisdiction of the courts of CHENNAI, TAMILNADU. This agreement is executed in English language which shall prevail over any translation thereof.




IN WITNESS WHEREOF, the parties hereto have hereunto set this agreement to be executed through their authorized representatives on the date and year above written.

Signed and deliverables by, for and on behalf of NEEV KNOWLEDGE MANAGEMENT PRIVATE LIMITED	Signed and deliverables by, Sri Manakula Vinayagar Medical College & Hospital
 _____ Authorized Signatory Name: Harsha Joshi Title: Company Secretary	 _____ Authorized Signatory Name: Dr. D. Rajagovindan Title: Head – Director
In presence of witness _____ Name: _____ Title: _____	In presence of witness _____ Name: _____ Title : _____

Annexure A

EDUPRISTINE'S STEP 1 OFFERINGS**1. Live Online Courses / Live Virtual Classrooms in India**

On behalf of Edupristine Becker's Live Virtual Classroom gives you the structure of a live online classroom with the flexibility to study from anywhere in the world. The Live virtual classrooms in India are specifically designed for students from India.

The Course includes:

- *275 hours of live lectures in a 10 week course
- *30 hours of Integrated Cases review by Dr Lionel Raymon
- *9 months access to interactive online study
- *9 months access to Becker's Question Bank
- *7 volumes of Hardcover textbooks & interactive e-books
- *One NBME assessment exam
- * Personal Becker Medical Advisor to help you design your Study plan and prepares you for residency success

2. Self Study / Online Course – Becker's Guide MD

The Guide MD online course is a flexible tool that helps you to prepare for the exam at your own pace.

The Course includes:

- *220 hours of audio and video content
- *6 or 9-month access to interactive online study
- *6 or 9-month access to Becker's Question Bank
- *7 volumes of hardcover textbooks & interactive e-books
- *Personal medical advisor to help you design your study plan and guides you with the ECFMG application process.

EDUPRISTINE'S ADDITIONAL STUDY RESOURCES FOR STEP 1

Integrated Cass with Dr Lionel Raymon *6 day live online integrated case review
 *Ideal for students who need an intensive refresher course
 Before taking the USMLE Step 1 exam.

QMD – Advanced USMLE Question Bank *over 2100 questions
 *High degree of difficulty that is predictive of exam
 Performance
 *detailed assessment of all questions
 *Customized test plans
 *24/7 access from anywhere, anytime with any device

EDUPRISTINE'S OFFERING FOR STEP 2CK**1. Self Study / Online Course – Becker's Guide MD**

The Course includes:

- *Access to online audio and video content
- *6-month access to interactive online study

JK

Mh.

- *6-month access to U-world Question Bank
- *8 volumes of hardcover textbooks & interactive e-books
- *Personal medical advisor to help you design your study plan and guides you with the ECFMG application process.

Annexure B:

Payment terms

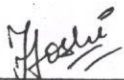
PRODUCT	RETAIL PRICE*	INSTITUTION PRICE*	NO. OF STUDENTS
Step 1 LVC**	1,60,000	1,50,000	10
	1,60,000	1,40,000	11-20
	1,60,000	1,30,000	>20
Step 1 Guide MD	70,000	60,000	1-10
(9months)	70,000	55,000	11-20
	70,000	50,000	>20
Step 1 Guide MD	60,000	55,000	1-10
(6months)		52,500	11-20
		50,000	>20
Guide MD with Integrated Cases	1,00,000	90,000	Upto 15
		80,000	>15
Becker's QMD – Question Bank	11,000	10,000	Upto 20
		9,000	>20
Step 2CK Guide MD	60,000	55,000	Upto 15
		50,000	>15

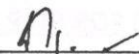
*All prices are net and exclusive of service tax

**Minimum 10 students are mandatory to run the LVC programme in your institution

Neev Knowledge Management Private Limited

Sri Manakula Vinayagar Medical College & Hospital:

Sign: 

Sign: 

Name: Ms. Harsha Joshi

Name: Dr. Rajagovindan

Designation: Company Secretary

Designation: Director

Date:

Date: