

AGREEMENT FOR DELIVERY OF ITM UNIVERSITY- SAFEXPRESS MBA IN SUPPLY CHAIN & LOGISTICS

THIS AGREEMENT is entered into effective the 16 day of July, 2013 by and between the Safeducate Learning Pvt Ltd, ("Safeducate") and ITM University, ("INSTITUTION") WHEREAS, both parties desire that Safeducate deliver to the INSTITUTION's students the ITM University – Safexpress MBA in Supply Chain & Logistics, described herein, within the INSTITUTION'S classroom facilities as well as Safeducate facilities utilizing Safeducate copyrighted student materials therefore, all in accordance with the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

I. Definitions.

- A. "INSTITUTION" mean ITM University Gwalior and ITM Universe (Vadodara)
- B. "ITM University – Safexpress MBA in Supply Chain & Logistics"- That the training shall be delivered by Safeducate hereunder to INSTITUTION's second year MBA students utilizing course materials owned by Safeducate, said Program to consist of classroom training, industrial visits and practical internships details of which are outlined in the Final Proposal enclosed as Exhibit A

II. Exclusivity-Safexpress / Safeducate will not enter into similar MoU for a two year MBA program with any other entity for next two years in Madhya Pradesh without mutual consent.

III. Responsibilities and Obligations of Safeducate With Respect To Delivery Of ITM University – Safexpress MBA in Supply Chain & Logistics

1. As detailed in the deliverables section of the Final Proposal enclosed as Exhibit A

IV. Responsibilities and Obligations of INSTITUTION With Respect To Delivery Of ITM University –

Safexpress MBA in Supply Chain & Logistics

1. As detailed in the deliverables section of the Final Proposal enclosed as Exhibit A

V. Ownership of Safeducate Program Materials

A. Safeducate is the exclusive owner of the copyright in the course materials for the ITM University – Safexpress MBA in Supply Chain & Logistics. As such, Safeducate has the exclusive right, without limitation, to copy, reproduce, translate, or create works from such materials. INSTITUTION shall not take any actions that infringe on Safeducate's exclusive rights in such materials. INSTITUTION shall bring to the attention of Safeducate any matters of which INSTITUTION becomes aware that appear to arise to an infringement of Safeducate's copyrighted interest in such materials; and INSTITUTION shall provide reasonable assistance to Safeducate to prevent infringement and cause a cessation of infringement when discovered

VI. Branding – The course materials for the Safeducate Programs shall be branded as the "ITM University – Safexpress MBA in Supply Chain & Logistics", recognizing that the courses are delivered through the INSTITUTION.

VII. Use of Trademarks.

For the duration of this Agreement, the parties may use those of the other party's trademarks set forth as Exhibit C hereto solely for the purpose of delivering the Safeducate Programs hereunder; provided however that no development or promotion materials bearing the other party's trademarks may be used by the first party without prior review and approval of the other party, which approval will not be unreasonably withheld or delayed; and provided further that

each party's use of the other party's trademarks shall comply with the graphics standards which have been provided by the other party.

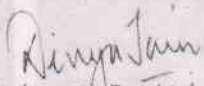
VIII. Term.

- A. This Agreement shall continue for a term of two years from its effective date.
- B. Any material breach of this Agreement by either party constitutes a default if not cured within 30 days after written notice of the breach is given. Upon default by either party, the other party may terminate this Agreement for next session.
- C. Upon termination: (i) neither party will have any further rights against the other except money owed and other rights as by their nature must survive termination of the Agreement. Notwithstanding the above, in the case of expiration or any other termination of this Agreement other than termination for uncured breach, this Agreement shall continue to apply as to those specific Safeducate Programs agreed to by the parties in an Exhibit A hereto prior to the effective date of such termination.

IX. Attorney Fees – In the event of any dispute concerning this Agreement, the prevailing party shall be entitled to collect from the losing party any attorneys' fees incurred by the prevailing party in contesting such dispute.

X. Non-Assignability – This agreement is personal in nature with respect to both parties and may not be assigned by either party without the written consent of the other; provided that Safeducate may assign this agreement to a subsidiary or affiliate entity on written notice to
INSTITUTION

- XI. Entire Agreement – The parties agree that this Agreement (and, if appropriate, any other agreement referred herein to and properly identified) contain the complete agreement between the parties concerning the subject matter hereof and supersedes any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in way. This Agreement may only be amended by a written agreement signed by both parties.
- XII. Limitation of Liability – Neither party shall be liable for any consequential, incidental, indirect, punitive or special damages under this Agreement, regardless of the circumstances.
- XIII. India Governing Law and Exclusive Jurisdiction – This agreement shall be governed by the internal laws of India, without regard to choice of law principles. Any disputes concerning this Agreement shall be subject to the exclusive jurisdiction of the courts in India; and the parties hereby submit to the exclusive jurisdiction of the state and the courts in India over any disputes concerning this Agreement and further agree that they are subject to jurisdiction in India in any such dispute.
- XIV. Confidentiality – Both parties shall maintain as confidential the per student fee rate and total student fees paid under this Agreement.


Safeducate Pvt Ltd

INSTITUTION

By: DIVYA JAIN
Title: DIRECTOR, SAFEDUCATE
Date: 16/07/2013

By: _____
Title: _____
Date: _____

Safeducate



EXHIBIT A

Final Proposal: Training Partnership with ITM University (Gwalior) and ITM Universe (Vadodara)

EXHIBIT B

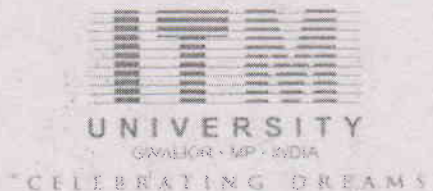
- 1.) Expected students per batch = 60
- 2.) Cost per Student to be paid Safeducate = Rs. 66,000/- per student plus taxes as applicable.
- 3.) Payment Schedule
 - 1. 15% of the total amount on Commencement of the MBA Program
 - 2. 50% of amount to be paid before start of third trimester and remaining at the start of the sixth trimester.

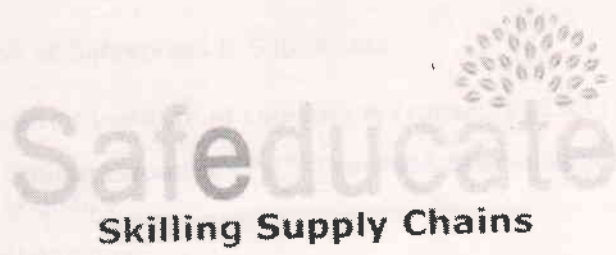
EXHIBIT C
(Trademarks)

Safeducate Trademarks



INSTITUTION Trademarks





**Final Proposal
Of
Safexpress ITM University MBA in Supply Chain Management and
Logistics**

Scope of the Partnership entails:

- ↓ 2nd Year SCM & Logistics Course Design
- ↓ 2nd Year SCM & Logistics Course Delivery
- ↓ Students' learning progress monitoring system design
- ↓ Practical exposure through Industrial visits
- ↓ Internship in various logistics functions
- ↓ Placement assistance to successful students

Rinyan Jaw
16/07/2013

REG
ITM UNIVERSITY
Graduate (M.P)