



उत्तर प्रदेश UTTAR PRADESH

ET 282737

AGREEMENT

This AGREEMENT is executed at Mumbai on this 17<sup>th</sup> April 2019 ("Execution Date");

BETWEEN

Bennett, Coleman & Co. Ltd. (For Times Professional Learning Division), a company registered under the Companies Act, 1956, having CIN no. U22120MH1913PLC000391 with its office at Ground floor, Vakratunda Corporate Park, Vishweshwar Nagar, CTS No 256, Goregaon (E), Mumbai-63 (hereinafter referred to as "TPL"), which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its assigns of the First Part;

AND

*Nader*





**Integral University**, a University established under UP State Act, Number 9 of 2004, with its office at Integral University, Dasauli, Kursi Road, Lucknow - 226026, Uttar Pradesh (hereinafter referred to as "**University**", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its permitted assigns and administrators) of the **OTHER PART**.

TPL and Integral University shall individually be referred to as a "**Party**" and collectively as the "**Parties**"

**WHEREAS:**

- A. TPL is a Times of India education initiative that seeks to revolutionize professional education in India. The primary objective of TPL is to create and deliver high-involvement career-oriented courses that enhance the skill sets of graduates to the levels required for a professional. It is in the business of corporate education and training and has centers across India for development of training modules and imparting education.
- B. Integral University consists of 14 faculties and 32 departments of Science, Pharmacy, Education, Management Studies, Health & Medical Sciences, Agricultural Science & Technology, Humanities & Social Sciences, Computer Applications, Medical Sciences & Allied Health Sciences, and Law, with 2 schools each of Nursing and Pharmacy and a university Polytechnic providing courses at the diploma, undergraduate, graduate, postgraduate and doctoral levels. Integral University also includes the Techno-Academic School in the Law Campus which provides the Secondary and Senior Secondary education. Integral University was ranked in the 151-200 band among universities in India by National Institutional Ranking Framework (NIRF) in 2018 and 36 in the pharmacy ranking.
- C. The Parties are desirous of entering into an engagement whereby TPL would impart Digital Marketing Training to the existing students of the Institute at Institutes' campus located at Integral University, Dasauli, Kursi Road, Lucknow -226026 (hereinafter referred to as "**Campus**").
- D. The Parties now wish to reduce their understanding into writing and this Agreement sets forth the terms and conditions of the understanding between the Parties.

**NOW THEREFORE, IN THE LIGHT OF THE ABOVE, AND IN CONSIDERATION OF MUTUAL COVENANTS EXCHANGED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:**

**1. OBJECTIVE AND SCOPE OF THE AGREEMENT**

The objective of this Agreement is to clearly mention the roles and responsibilities of both the Parties and terms and conditions with respect to TPL offering **Digital Marketing Training** and **Digital Marketing Specialization Training** for the existing students of the Institute and hereinafter individually referred to as '**Program**'.

**2. OFFERING AND PROGRAM**

- a. TPL will offer the Programs within the Campus, as per the terms and conditions mentioned under this Agreement. Candidates registering for the Program/s shall be referred as "**Students**".
- b. The enrolment to the Program(s) would be subject to eligibility criteria and procedures as may be defined by TPL.
- c. Semester in this Agreement shall refer to the semester of the Institute as per their academic year.

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- d. The duration of each batch of the Program shall be maximum 240 hours to be completed in two years in case of MBA Digital Marketing and one year in case of MBA Digital Marketing Specialization. On successful completion of the Program, TPL shall assist each successful Student with Capstone/ Internship/ Placement opportunities as more specifically mentioned hereinafter in this Agreement.
- e. TPL to commence delivery of the Program for a batch only subject to Minimum Batch Size is achieved as mentioned in Annexure 1 to this Agreement.

### 3. ROLES AND RESPONSIBILITIES OF BOTH PARTIES:

#### A. TPL shall be responsible for:

- a. Arranging content (owned/third party) for the Program to be delivered by TPL to the Students in the Campus.
- b. TPL shall enroll only those Students for the Program who meet the eligibility criteria for the Program.
- c. Conducting and delivering the Program through TPL's faculty led training and other modes of learning including e-learning mode, self-learning, assignments, etc., to the Students.
- d. Provide course material/courseware of the Program (hereinafter to be referred as "Course Books") to the Students of the Program.
- e. Develop and provide marketing collaterals for the Program, as mutually agreed.
- f. Conduct assessments for the Program.
- g. On completion of the Program, TPL shall award a Completion Certificate to successful Students.
- h. Only those students, who had successfully completed the Program and obtained completion certificate from TimesPro shall be eligible for Placement assistance/ Internship assistance/ capstone project.
- i. For Digital Marketing Program Top 35% of successful students in a batch shall be provided with placement assistance. The next 35% of successful students in a batch shall be provided with assistance to get 3 months internship. The rest of the successful students in the batch shall get capstone project.
- j. For Digital Marketing Specialization Program, Top 40% of successful students in a batch shall be provided with placement assistance. The next 35% of successful students in a batch shall be provided with assistance to get 3 months internship. The rest of the successful students in the batch shall get capstone project.
- k. Aforesaid Placement assistance and Internship assistance shall be provided at any location in India in the organizations as identified by TPL.
- l. Organization would conduct interviews of Students for Internship and placement. The selection of the Students in interviews shall be purely based on the requirement of the Interviewer as well as performance of the Student in the interview. TPL will not have any control or any influence over such interview or selection process. TPL expressly state that they do not guarantee placement/ internship for any students but will only provide for placement assistance.
- m. TPL shall have right to put TIMESPRO branding in the designated classroom.
- n. In the event, where Institute is unable to provide the required Infrastructure within the Campus or minimum batch size is not formed, TPL shall have the right to not commence/continue the Program.

*Nader*





**B. The Institute shall be responsible for:**

- a. Promote the Program in the education fraternity and also run marketing activities as per mutually discussed terms with TPL to popularize the Program.
- b. Counseling support for the Students before the launch of new batches of the Program.
- c. Provide necessary infrastructure such as – classrooms, technologically equipped laboratories required for the Program, hardware and software requirements, and such other requirements as have been specified under **Annexure 2** to this Agreement, for conducting the Program.
- d. Seek necessary permissions and approvals to ensure compliance with all regulatory & statutory requirements.
- e. Institute, through TPL Coordinator, will have regular and constant co-ordination with TPL with respect to the Students enrolling/enrolled for the Program.
- f. Institute shall in collaboration with TPL conduct the batch scheduling.
- g. Institute shall refer those Students, who meet the specified eligibility criteria for the Program.
- h. Institute shall solely responsible for any compliance with the regulatory authorities.
- i. Institute understands and acknowledges that the Program Content and pedagogy is created by TPL and all the IPR related to the Program will always remain with TPL only.
- j. Institute will provide enough and suitable space for TPL's faculty and counselors in the institute along with the lodging facility for the travelling faculties.

**4. INVOICING AND PAYMENTS**

- a. Institute to pay TPL the Course Fee plus GST as per schedule as mentioned under **Annexure 1** of this Agreement (hereinafter to be referred as "**Course Fee**").
- b. Payment by Institute to TPL shall be subject to deduction of TDS, for which Institute shall provide TDS certificate to TPL at the end of each financial quarter.
- c. Training Program to be conducted by TPL shall be subject to receipt of Course Fee as per above referred schedule.
- d. Any delay in payment beyond due date shall attract penalty @ 18% p.a., till realization.
- e. Institute assures the minimum Batch Size for each Batch as mentioned in **Annexure 1** to this Agreement.
- f. It is hereby clarified that the Course Fees is non-refundable and TPL shall be under no obligation to entertain any requests from the Students or Institute, with respect to refund of Course Fees due to any reasons whatsoever unless expressly agreed in writing in this Agreement.

**5. OWNERSHIP AND CONTROL OF DATA AND WORK PRODUCT**

The Parties hereby agree that all the trademarks, logos, and other Intellectual Property Rights including but not limited to Copyrights on the contents developed/delivered by TPL, including those shared with the Institute under this Agreement shall always be the exclusive property of TPL and no license or rights of any sort whatsoever is being given under this Agreement to Institute. Institute shall neither during the term of this Agreement nor thereafter use any names, trademarks or other words that by their similarity to the names or trademarks of TPL that might lead to confusion or errors in the marketplace. Institute shall not use the content delivered by TPL for the Program any time during the term of the Agreement or thereafter. This Clause and all other provisions of this Agreement that protect the technical requirement and specifications and Intellectual Property of the Parties shall survive any termination or expiration of this Agreement.

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## 6. CONFIDENTIALITY AND IP

- a. At all times during the course of this Agreement and at all times thereafter, all TPL Confidential Information of TPL shall solely vest in TPL.
- b. "Confidential Information" is defined as all information and materials (in whatever form or media) provided to Institute by or on behalf of TPL. TPL Information includes, but is not limited to marketing collaterals, client information and commercials, details of TPL's methodology letters, course curriculum, reports and other presentations; (which it may perform the Services and related information and/or other content available to Institute and its students); "TPL Software" defined as any software, including underlying source and object code, and instructions embedded in any form of documents (such as in Microsoft® Excel), owned by or licensed to TPL and installed or delivered by TPL on Institute's/ Institute's computers or included in diskettes or CDs or other media furnished to Institute/Institute or otherwise used in connection with the provision of this Agreement, including software); all data, information, or material residing on TPL's computer servers; TPL's responses to Institute's requests for proposal or other proposal related documentation; TPL's standard materials and derivatives thereof and related materials; and TPL's generalized practices, techniques, business processes, and know-how regardless of whether developed in connection with the Services or engagements with other TPL clients.
- c. The Parties will use reasonable efforts to cause its respective agents, employees, and representatives to minimize distribution and duplication and prevent unauthorized disclosure of the Confidential Information of the other party.
- d. Each Party shall maintain the other Party's Confidential Information in strict confidence and in a secure environment and shall protect such information with the same degree of care that such Party exercises with its own Confidential Information, but in no event less than a reasonable degree of care. Except as provided in this Agreement, a Party shall not use or disclose any Confidential Information of the other Party without the express prior written consent of such Party.
- e. If the Receiving Party is required to disclose the Confidential Information of the Disclosing Party as part of a judicial process, government investigation, legal proceeding, or other similar process, the Receiving Party will give prior written notice of such requirement to the Disclosing Party. Reasonable efforts will be made to provide this notice in sufficient time to allow the Disclosing Party to seek an appropriate protective order, or modification of any disclosure, and the Receiving Party will reasonably cooperate in such efforts.
- f. This clause shall survive any termination of this Agreement, howsoever occurring.

## 7. USE OF PROPRIETARY MATERIALS/ BRAND

All TPL training & Program under the purview of this Agreement, will be presented as coming from TPL solely. Institute or any of its associates will not use any proprietary TPL material, including copyright, logo, publicity materials and brand in any form except as specifically permitted under this Agreement, without the prior written approval of TPL. Institute shall not represent TPL in any way to an individual or organization until prior written consent is obtained from TPL. Institute will not translate/ use any proposal, agreement or any other TPL communication in any language without the prior written approval of TPL. Institute shall have the right to use the name, brand name, trademarks of the Institute during the marketing activities for the promotion of the Program subject to prior approvals.

*Nader*





#### 8. SPIRIT OF COLLABORATION AND NON-COMPETITION

Both Parties agree that due to the underlying affiliation, Institute shall gain access to the Confidential Information of TPL. Thus, Institute hereby agree that Institute shall not run any other course similar to the Program at its Campus, either directly or indirectly through affiliation with a third party during the term of this Agreement.

#### 9. TERM AND TERMINATION OF THE AGREEMENT:

- a. The term of this Agreement will be for a period of 3 (three) years commencing from 1<sup>st</sup> May 2019 the Effective Date ("Initial Term"). The Agreement may be extended as mutually agreed in writing beyond the above Initial Term.
- b. Either party can terminate this Agreement for convenience with Ninety (90) days' advance written notice to the other party.
- c. In case of any material breach of the terms of this Agreement, the aggrieved Party may terminate this Agreement with a prior written termination notice of 60 (sixty) days. If the other Party does not cure the breach within aforementioned-period of 60 (sixty) days of receiving a written notice specifying the breach from the aggrieved Party, then the Agreement shall stand terminated at the close of the 60<sup>th</sup> day from the date of receipt of notice from the aggrieved Party.
- d. All the rights and obligations accrued during the term of the Agreement shall continue even after its expiry.
- e. Notwithstanding anything contained in this Agreement, the Parties hereto agree to act in good faith and to fully cooperate to provide an orderly completion of ongoing batches of the Program for such time after termination as may be required by subsisting obligations under contracts/ subcontracts and respective commitment to Students who have been registered on or prior to such termination, similarly Institute shall provide all assistance and consent to deliver the Program at the premises of the Institute. However, continuity of batches shall always be subject to TPL receipt of payment from the Institute.

#### 10. DISPUTE RESOLUTION

Any dispute or difference or claim arising out of this Agreement including the construction, validity, performance or breach thereof (a "Dispute"), which the Parties cannot settle by mutual discussions, shall be referred to final and binding arbitration under the Arbitration and Conciliation Act, 1996. Such arbitration shall be held at Mumbai in English. Except for the matters under dispute, the Parties shall continue to exercise their remaining rights and fulfill their remaining respective obligations under this Agreement to the extent practicable. The Agreement between TPL and the Institute shall be subject to the laws of India under jurisdiction of the courts of Mumbai, India.

#### 11. NOTICES:

Any notice or other information required by this Agreement to be given by a Party to the other Parties may be given by hand or sent by first class pre-paid registered post reputed courier service to the other Parties at the following addresses as mentioned in the title of this Agreement.

#### 12. INDEMNIFICATION:

Subject to the provisions of, and limitations contained in, this Agreement, Institute shall upon demand indemnify, hold harmless and defend TPL and its respective directors, officers and employees from and against any claim, loss (including reasonable legal costs and expenses on a full

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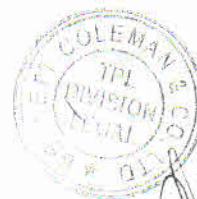


indemnity basis) or liability incurred or suffered by any of the aforementioned indemnified persons arising out of or in connection with this Agreement, or arising out of non-compliance with any applicable law and rules or regulations related to its obligations under this Agreement or arising from any suit, action or proceeding by any third party against any of the indemnified persons, as a result of or in consequence of any act or omission of whatsoever nature of the Institute, its employees, representatives and staffs, including without prejudice to the generality of the foregoing, any complaint or loss or damage or claim for compensation arising out of the infringement of third party IPR or for breach of its obligations by the Institute and / or connected activity whether or not such act or the omission or accident or loss or damage was due to any negligence, want of care or any misconduct of the Institute, its employees, representatives, sub-contractors and staff. This Clause shall survive any termination or expiration of this Agreement.

**13. MISCELLANEOUS:**

- a. Notwithstanding anything contained elsewhere in this Agreement, the Parties hereby agree that the terms of this Agreement are only with respect to the Program delivered to the Students of the Institute enrolled at the Campus.
- b. No addition to or change in the terms of this Agreement or service will be effective or binding on either of the Parties unless reduced to writing by the Parties.
- c. This Agreement and any Annexure/s hereunder may be executed in two or more counterparts, each of which will be deemed an original for purposes of this Agreement.
- d. Both the Parties represent and warrant to the other Party that all the corporate or other actions or conditions required to be taken to authorize the execution including additions or changes to the terms of the agreement in future of this agreement, and to exercise its rights and perform its obligations under this Agreement have been duly taken and satisfied. Further the execution and performance of this Agreement will not violate any law or any Agreement. If any provision of this Agreement or portion thereof is declared invalid, the remaining provisions will nevertheless remain in full force and effect.
- e. This Agreement, including any Annexure, materials incorporated herein, constitutes the entire Agreement of the Parties and supersedes all previous oral or written negotiations, understanding, letter of intent and agreements relating to the subject matter hereof.
- f. A waiver of a breach of any provision to this Agreement will not constitute a waiver of any other breach. A delay or omission by either Party to exercise any right or power under this Agreement will not be construed to be a waiver thereof.

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