



महाराष्ट्र MAHARASHTRA

अनिल मोडकर

GP 169304

प्रधान मुद्रांक कार्यालय, मुंबई  
प. नु. वि. क्र. ९९

13 DEC 2012

सक्षम अधिकारी

परवाना धारक मुद्रांक विक्रेता क्र. १  
कुर्ला कोर्ट एल. बी. एस. मार्ग, मुंबई  
क्रमांक ५७४६ दिनांक १२/१२/२०१२  
श्री/श्रीमती.....  
यांना गैर न्यायिक...

मुद्रांक पेपर निकाला

विमोचनार्थी सक्षम

15 DEC 2012

श्री. व. शिंदे

{“DBCL” and “DPU” are individually referred to as “Party” and collectively referred to as the “Parties”}

WHEREAS

- DBCL is engaged in the business of managing and running various educational Institutions and other allied and ancillary activities.
- For the purpose of conducting jointly the Post Graduate Certification in Digital MARCOM Strategy and Implementation Course and the Post Graduate Masters in Digital MARCOM Strategy and Implementation (Upon Approval) Course, DPU and DBCL are entering into this agreement, on the following terms and conditions:
  - DPU and DBCL are desirous of entering into an arrangement whereby DPU and DBCL shall jointly conduct programs in Digital MARCOM Strategy and Implementation.
  - The first such programme planned as an 8-month Post Graduate Certification in Digital MARCOM Strategy and Implementation will be jointly owned and run by the 2 Parties, in the field of Digital Marketing.

\*Rachit

\*Hemant





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अनिल मोडकर

GP 169305



परवाना धारक मुद्रांक विक्रेता क्र.

कुर्ला कोर्ट एल. बी. एस. मार्ग, मुंबई

क्रमांक. 5787 दिनांक

श्री/श्रीमती.....

यांना गैर न्यायिकेत्तः.....

मुद्रांक पेपर विक्रेता

DON BOSCO CENTRE FOR LEARNING  
PREMIER AUTOMOBILES ROAD,  
KURLA (W), MUMBAI-400 070

15 DEC 2012

विक्रेत्याची सही

श्री. ल. वि. बंदडे

### AGREEMENT

This Agreement is made at Mumbai on 19th day of December 2012

Between

Don Bosco Centre for Learning, a Company incorporated under the provisions of section 25 of the Companies Act, 1956, having its Registered Office at Premier Automobiles Road, Kurla (West), Near Vidyavihar Station, Mumbai, Maharashtra – 400070, India, hereinafter referred to as 'DBCL' (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its executors, administrators and assigns) of the ONE PART.

AND

Digital Professionals Unwired, a Proprietorship Firm run and managed by Mr. Albert Pereira, having its place of business at 1511 Pearl Heights, Yari Road, Andheri (West), Mumbai, India 400050 hereinafter referred to as 'DPU' (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its executors, administrators and assigns) of the OTHER PART.

*Handwritten signatures and initials:*  
- A large signature on the right side of the page.  
- A signature at the bottom right corner.  
- Initials 'AP' at the bottom right corner.



3. The **Admission** to the course will start by January 2013 for the course effective February 2013

4. **OBJECTIVES** recognized for each party: DBCL wishes to start the Course with the objective of expanding its Training in vocational skills into the field of Digital Communications. DPU wishes to start the Course with the objective of developing and marketing the **Digital Strategy and Implementation** Course as a value addition to the industry.

5. **ROLES AND RESPONSIBILITIES:** While both Parties will contribute to all areas of the course and work jointly, the following will be the responsibilities of each party, in accordance with their areas of expertise:

I. **DBCL's responsibilities:**

- a. Admissions: Management of admissions, via dedicated resources hired for this purpose. *Assist in obtaining*
- b. Venue: *Assist in obtaining* Provision of Venue, including the required infrastructure, logistics and equipment for the smooth running of the Digital Strategy and Implementation Course (including Course classes and related events like admission, interviews, certificate and award ceremonies, press conferences, processes like interviews/GDs required for finalising internships, placements, etc).
- c. Library: *Assist in obtaining* Provision of reading / reference / allotment of books at the Library for the students / faculty involved with the course, subject to availability.
- d. Core Faculty: Ensuring their availability and delivery for the Theoretical Sessions, as and when required.
- e. Grading/ Evaluation: Examinations and Finalisation of results, Transcripts and Certificates (Implementation of this process is jointly conducted by both Parties). Administration of this would be DBCL's responsibility.
- f. Provide Marketing Support through the Institutional Branches (in Mumbai and its surrounding areas) and access to affiliated institutes by way of promotional material and guest lectures on digital marketing (To be conducted by DPU and course marketing staff).
- g. Convocation: Planning and Execution at any of DBCL's available venues at the time of Course completion.
- h. Records: Maintenance of Attendance and all Academic Records.
- i. Accounts: Handling of all Expenses and the overall management of the joint Bank Account.

II. **DPU's Responsibilities:**

*Deborah*  
*Naresh*  
*ALP*



- a. Assist in handling of Online Marketing and Publicity (Online Press and Networking Sites, Blogs, Educational Forums, Online Advertising) prior to the commencement of the **Digital MARCOM Strategy and Implementation** Course.
- b. DPU and course marketing team will oversee development of promotional material, Industry marketing and Industry tie ups.
- c. Evaluation: Structuring an evaluation method for the course (annual and periodic).
- d. Industry Faculty: Identify and Recruit Visiting Industry specific Faculty (Weekends).
- e. Course Design, Development and Content: Creating the Academic Modules per semester including the Design and Content for the Course in Digital Marketing.
- f. Continuously reviewing and updating the content of the course to make it industry relevant.
- g. Assisting in obtaining Internships and final placements for students.

While both parties will contribute to create and run the course, each party will have certain veto powers or ability to take a final call. In accordance with the areas of expertise, the right to take the final decision regarding the areas for which each party is responsible lies with that party.

III. Certificates will be awarded jointly by DBCL and DPU.

IV. All Marketing and Program Materials will carry the branding of both Parties. For e.g.: DBCL Digital Strategy and Implementation Certificate in association with DPU.

#### 6. **COMMERCIALS:**

- I. Revenue: All fees will be collected into a Joint Account maintained by both the Parties and all expenses will be made from this joint account.
- II. Net Revenue: The Net Revenue generated by the program will be shared in the ratio of 50:50. For ample clarity Net Revenue is defined as Total Revenue collected from Fee and associated sources less Operating Expenditure undertaken for the following heads:
  - a. Printing and Publishing Costs, and marketing costs as outlined in the proposal. (PR, Digital advertising and releases etc)
  - b. External Faculty fee and salaries and associated costs of revenue specially hired for the running of the Digital marketing Course.
  - c. Administration Costs of course co-ordinator, marketing, Legal and some miscellaneous Costs.

x *[Signature]*

x *[Signature]*



- d. Any other pre-agreed costs undertaken by the 2 Parties. In the 1st year DBCL would be spending Rs.5 lacs as pre-operative expenses. The same will be additionally recovered from the Net Revenue.

III. The following heads are not part of the Operating Expenditure:

- a. Management time from DPU (Albert Pereira and his team) to create and develop Course Content and acquire faculty.
- b. Management time from DPU (Albert Pereira and his team) to help assist with the sourcing of Companies for Internship and Placements.
- c. Infrastructural Costs for the classes of the Digital Strategy and Implementation Course (Including the Classroom, Equipment, Library, Lab)

7. **TERM:**

- a. The term of validity of this agreement shall be 36 months from the date of its signing. It shall then be formally reviewed for any amendments of its clauses and/or assessing its effectiveness by both parties. However, at the end of every academic year there will be a review of the key elements of the Course.
- b. Any Party wishing to terminate the agreement shall give not less than three (3) months notice of such intention, provided that all obligations already commenced shall be completed, in totality without interruption.
- c. The Course, Course Structure, Fee Structure and the Eligibility Criteria could be modified as per requirement of DBCL and DPU. Together, the parties may mutually decide to develop extensions of the course in the form of new offerings.

8. **EXCLUSIVITY**

Both Parties agree that they would not enter any such or similar arrangement with any other entity in Mumbai, to create a course /programme/ academic offering in the space of the developed digital Strategy and Implementation course for the arrangement for the period of 36 months from the date of signing this presents.

**SIGNATURE AND ENTRY INTO FORCE**

- a. This agreement shall be signed by authorized representatives of the collaborating parties.
- b. The agreement shall come into effect from the date it is signed by the constituent parties.
- c. For the purpose of this agreement, each institution shall designate a Coordinating Person/ team who will oversee the smooth implementation of this arrangement.

9. **DISPUTERESOLUTION:**

x *Albert Pereira*

x *Albert Pereira*



In the event of any difference of opinion regarding the performance or non-performance of any of the clauses in this agreement, the parties agree to negotiate in good faith to resolve the dispute, for a reasonable period of time, not exceeding 60 days from the date such dispute was first raised. In the event that the dispute remains unresolved the same shall be resolved by Arbitration.

#### 10. COPYRIGHT OF MATERIALS.

The Copyright of any materials created by any party for this programme will continue to vest with the party who has created these materials. In the case of materials that have been co-created by two or more parties, then the copyright of these materials will vest with the co-creators. No party can use the materials created by the other party without the necessary written permission to do so. Further the Parties hereto shall not divulge the contents of any confidential material or documents to which they have been exposed to or become privy to during the course of negotiation of the proposed venture.

#### 11. AMENDMENTS

This document contains the whole agreement between the parties and any changes will only be enforceable if produced and delivered in writing.

#### 12. ASSIGNMENT


This agreement cannot be assigned to any third party, without the prior written consent of the other party.

#### 13. GOVERNING LAW AND JURISDICTION

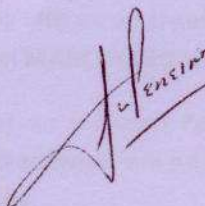
This agreement shall be governed by and construed in accordance with the laws of India. The signature of the parties below indicates their agreement with the foregoing terms and conditions of the agreement.

IN WITNESS THEREOF OF THE PARTIES HEREIN HAVE PUT THEIR RESPECTIVE HANDS ON THE DATE FIRST HEREINABOVE MENTIONED.

For DON BOSCO CENTRE FOR LEARNING  
For DON BOSCO CENTRE FOR LEARNING

  
Director / Authorized Signatory  
P. Adolph Furtado  
Director

For DIGITAL PROFESSIONALS UNWIRED



Albert Pereira  
Proprietor