

Letter of Intent

This Letter of Intent ("LOI") is intended to describe the key terms and conditions of the proposed engagement for Principles of Collaboration (*defined below*) between **J.B Educational Society** having their registered office situated at Survey No. 156 To 162, Bhaskar Nagar, Moinabad Mandal, Hyderabad, Telangana 500075 (**hereinafter referred to as "Collaborator"**) and **Cambridge University Press & Assessment India Private Limited** having its registered office address at 314 to 321, 3rd Floor, Splendor Forum, Plot No. 3, Jasola District Centre, New Delhi – 110025 (**hereinafter referred to as "Cambridge"**) and is subject to further negotiations and execution of definitive agreements that may be necessary to effect the collaboration.

Cambridge and the Collaborator are collectively referred to as "Parties" and individually as "Party".

1.	Scope and Object	<p>Both Parties offer to the delivery of a project to (<i>as detailed in Clause 2</i>) subject to terms and conditions of the LOI followed by Definitive Agreements. For the sake of brevity, it is clarified that Definitive Agreement shall mean the Collaboration Agreement signed and executed between the Parties clearly defining the rights and obligations of the Parties. It is agreed that this is a non-binding letter of intent and are not bound to complete this proposal unless Parties set out in a separate Definitive Agreement.</p>
2.	Principles of Collaboration	<p>Collaborator is planning to collaborate with Cambridge for ELT solutions, such as Empowerand Linguaskill Assessment, for the following group of colleges.</p> <ol style="list-style-type: none"> 1) <i>J.B. Institute of Engineering & Technology</i> 2) <i>Bhaskar Engineering college</i> 3) <i>Bhaskar Pharmacy College</i> 4) <i>Bhaskar law college.</i>
3.	Costs	<p>Except as otherwise provided, each Party shall bear its own costs and expenses incurred in complying with its obligations under this LOI.</p> <p>If the Parties arrange to share expenses for the cooperative activities undertaken under this LOI, any such arrangements shall be mutually agreed upon by the Parties in writing and in advance of any expenses being incurred.</p> <p>Each Party shall remain liable for any losses or liabilities incurred due to its own or its employees' actions and neither Party intends that the other Party shall be liable for any loss it suffers as a result of this LOI.</p> <p>Neither Cambridge nor Collaborator will have any liability of any nature (except as mentioned in Clause 8) in the event of failure to sign any Definitive Agreements.</p>

4.	Confidentiality	<p>The contents of this LOI and all information shared in connection with the Project by Cambridge will be construed as Confidential Information under this LOI and/or Definitive Agreement.</p> <p>The Collaborator will not use or disclose any confidential or commercial information relating to the Services to any third party including its affiliates, without prior written consent of Cambridge.</p> <p>Any press release or disclosure of the intended arrangement will be subject to approval by Cambridge.</p>
5.	Intellectual Property Rights	<p>All copyrights, patents, trade secrets, trademarks, or any other intellectual property (Intellectual Property) owned by Party prior to the date of this LOI will continue to be owned by that Party. Neither Party will gain, by virtue of this LOI, any Intellectual Property rights owned by the other.</p> <p>The Intellectual Property so created in the course of the Collaboration shall be jointly owned by the Parties unless otherwise agreed in the Definitive Agreements.</p>
6.	Compliance with Code of Conduct	<p>Each Party shall:</p> <ol style="list-style-type: none"> 1. Comply with all applicable laws, statutes and regulations from time to time in force relating to anti-bribery, corruption, anti-slavery and human trafficking. 2. comply with Cambridge's Third-Party Code of Conduct; a copy of which is available on the request. 3. ensure neither the Parties, nor their employees, officers, or shareholders, or any of its suppliers, subcontractors or their employee's officers or shareholders, in the course of its performance of its obligations under this Agreement, will engage in any activity, practice or conduct which would constitute an offence under these Acts; and 4. Notify Cambridge immediately if it becomes aware of or has any reason to believe that it, or any of its officers, employees, agents, suppliers or subcontractors have breached or potentially breached any of Collaborator's obligations under this clause. Such notice shall set out full details of any circumstances concerning the breach or suspected breach of Collaborator's obligations.
7.	Term	<p>The term of this LOI shall be six (6) months. It is specifically agreed between the Parties that both the Parties shall execute the Definitive Agreement within this term from the date of execution of this LOI or such extended period as mutually agreed in writing.</p>
8.	Survival	<p>Provisions titled "Governing Law and Jurisdiction", "Intellectual Property Rights", "Compliance with Code of Conduct" and "Confidentiality" shall continue to survive after the early expiry or termination of this LOI and/or Definitive Agreements.</p>

9.	Governing Law and Jurisdiction	This LOI will be subject to the laws of India. Any disputes arising between the Parties under this LOI will be attempted to resolve resolved amicably. The Parties irrevocably agree that the courts of New Delhi shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this LOI or its subject matter or formation (including non-contractual disputes or claims).
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for and on behalf of
**CAMBRIDGE UNIVERSITY PRESS &
ASSESSMENT INDIA PRIVATE LIMITED**

Nachiket Mohagaonkar

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Signed by: **NACHIKET
MOHAGAONKAR**

Title: **COO**

Date: **20 / 11 / 2023**

for and on behalf of
J. B Educational Society

Sanjay Rameshwar Chintakindi

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Signed by: **Sanjay Rameshwar Chintakindi**

Title: **Director**

Date: **16/11/2023**