

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE EMBASSY OF THE UNITED STATES OF
AMERICA,
PUBLIC AFFAIRS SECTION, IN INDIA
AND
THE St. FRANCIS COLLEGE FOR WOMEN**

The Embassy of the United States of America, Public Affairs Section, ("PAS"), in India ("Embassy") and the St. Francis College for Women (hereinafter the "Participants"), intend to jointly establish a public information and activity center known as the American Corner ("the Corner") during the period of 2018 and 2019;

Affirming their intention to participate jointly in the Corner program, the Embassy and the St. Francis College for Women have reached the following understanding:

The St. Francis College for Women plans to provide support for the maintenance and operation of the Corner. In carrying out this function, the St. Francis College for Women intends to take program and policy guidance from the Embassy's Counselor for Public Affairs, or his/her designate.

Specifically, the St. Francis College for Women plans to provide the following support:

1. Provide space free of charge that is satisfactory to the Embassy in the building located at St. Francis College for Women, Uma Nagar, Begumpet, Hyderabad, 500016 to house the Corner including its equipment and collections, and allow free public access to the same as well as to any other Corner-provided services and program activities. The St. Francis College for Women intends to provide furniture, including bookshelves and air conditioning for the Corner, and pay the maintenance and utilities costs for the space occupied by the Corner.

6. Conduct U.S. speaker programs, cultural events, educational exchange programs and past program alumni activities at the Corner, and provide coordination and information concerning similar Embassy-sponsored activities.
7. Provide funds, subject to the availability of appropriated funds.
8. Participation under this Memorandum of Understanding commences on signature by both Participants.
9. Nothing in this Memorandum of Understanding is intended to be legally binding on the Participants.
10. Either Participant may cease participation in this Memorandum of Understanding at any time by giving written notice to the other Participant. A Participant should endeavor to provide two months notification to the other Participant of its intention to cease participation under the Memorandum of Understanding.

Signed at HYDERABAD, this 25th day of JULY 2018, in duplicate, in the English language.



Akash Suri

FOR THE EMBASSY OF THE
UNITED STATES OF AMERICA,
PUBLIC AFFAIRS SECTION,
IN INDIA

Public Affairs Section
US Consulate General Hyderabad
Paigah Palace, 1-8-323, Chiran Fort Lane,
Begumpet, Secunderabad-500 003.
Telangana



FOR THE ST. FRANCIS COLLEGE FOR
WOMEN

Principal
St. Francis College for Women
Begumpet, Hyderabad - 16

Memorandum of Understanding

This Memorandum of Understanding ("MOU"), is made on this [●] day of [●], 2016 ("Effective Date") by and between

1. **Arabian Wellness & Lifestyle Management**, RAK, UAE, having its registered office Villa2 PO Box 12027, Ras Al Khaimah, UAE (hereinafter referred to as "**AWLM**") shall include its successors and assigns) of the **First Part**.

And

2. **St. Francis College for Professional Studies**, Begumpet, Hyderabad, India having registered office at Bagumpet, Hyderabad, India (hereafter referred to as "**SFC**") shall include its successors and assigns) of the **Second Part**.

AWLM and SFC shall hereinafter be referred to also as the "**Parties**" and individually be referred to as "**Party**", as the context may require.

RECITALS :

- A. AWLM specializes in evaluating and managing Health, wellness and Lifestyle change in the community through Screening and Education.
- B. SFC is engaged in the business of conducting Graduate, Post Graduate, Professtional and other academic and educational programs.
- C. AWLM and SFC have mutually approached each other for marketing, promoting and conducting Health Wellness and Lifestyle Management Educational Programs in India.
- D. This MOU establishes the rights, duties and obligations of both parties during the tenure of the MOU.

NOW THEREFORE, in consideration of the mutual premises and covenants contained herein, AWLM and SFC wish to enter into this MOU and agree as follows:

GENERAL INFORMATION

1. TYPES OF PROGRAMS TO BE CONDUCTED

- 1.1 Lifestyle Medicine academic program for Medical and Health graduates and students
- 1.2 Lifestyle Management academic program for Graduates and students of other discipline

5. **DURATION**

The duration of this MOU is for **one year** from the commencement of the program and is automatically renewed thereafter unless otherwise terminated by parties.

6. **TERMINATION OF MOU**

6.1 This MOU may be terminated by either party with 30 days notice in writing, after the academic year is completed, due to poor quality of service, nonpayment of dues, or for any other reason.

7. **DISPUTES**

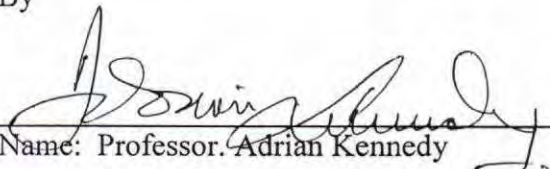
This MOU shall be governed by and interpreted in accordance with the Indian Law and the place of jurisdiction would be Hyderabad courts on any dispute arising in respect of this MOU.

8. **CONFIDENTIAL INFORMATION**

This program is the Intellectual property of Prof. Adrian Kennedy, CWO, AWLM and is copy right protected and may not be modified or used except with express permission in writing.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date set forth at the beginning of this MOU.

For and on behalf of
Arabian Wellness & Lifestyle Management
By


Name: Professor. Adrian Kennedy

Title : Chief Executive Office

Signing Date

For and on behalf of
St. Francis College of Professional Studies
By

Name : Dr. Sr. Christine Fernandes

Title : Principal - St. Francis College

Signing Date *for Christine F*

MOU

**Memorandum of Understanding
California Baptist University
and
St. Francis College for Women
Begumpet, Hyderabad, India**

California Baptist University and St. Francis College for Women, wishing to enhance friendship relations between the two universities and to develop academic and cultural exchange in the areas of education, research, and other activities, enter into this Agreement for Cooperation (the "Agreement") to memorialize each university's agreement to cooperate and work together toward strategic and mutually beneficial objectives in India and the United States.

The area of cooperation contemplated by this Agreement may include any program at either university, which is felt to be desirable and feasible for the development and strengthening of collaborative relationships between the two institutions. Any program will be subject to mutual consent, availability of resources and funding, and the approval of each university.

Such programs may include, without limitation:

- a. Exchange of students
- b. Exchange of faculty members
- c. 2+2, 3+1, 3+2 type degree programs
- d. Short-term summer programs
- e. Joint cultural or research programs
- f. Strategic development projects and initiatives in India
- g. Exchange of information concerning academic materials, conferences, and workshops

This Agreement shall be effective upon execution by both parties and shall remain in effect for five (5) years, and may be renewed at the end of the term upon mutual written consent. The Agreement may also be terminated at any time and for any reason as deemed necessary by either university with advanced written notification. Termination would not affect students already engaged in the Agreement.

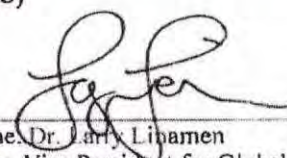
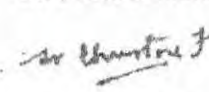
Student Exchange and Educational Agreement

California Baptist University in Riverside, California, USA, welcomes students from St. Francis College for Women to study at the Riverside campus (the "CBU Campus"). California Baptist University agrees to the following guidelines for receiving students from St. Francis College for Women:

1. California Baptist University shall accept St. Francis College for Women students for a study abroad program. A written articulation agreement will be created for those majors agreed to by both institutions prior to student acceptance into a given program. Upon completion of the program with a minimum of 63 credits (ie. 1+3 or 2+2 program)

3. Study abroad and degree program students who meet California Baptist University's admissions criteria will pay the tuition rate that is determined each year by California Baptist University and St. Francis College for Women pursuant to a written addendum to this Agreement. California Baptist University reserves the right to make the final decisions with regard to acceptance and will set all admission standards.
4. Study abroad and degree program students attending the CBU Campus will be financially responsible for California Baptist University room and board, books, and any other fees associated with attendance.
5. Study abroad and degree program students will be financially responsible for their travel to and from the United States and any other personal expenses, including any required medical costs, incurred during their attendance. Proof of medical coverage will be required and is available for purchase prior to arrival on campus.
6. California Baptist University shall provide each student an academic advisor who shall serve the student during his/her study at the CBU Campus.
7. California Baptist University shall provide cultural and social support to all students in this program through the International Student Services Office.
8. International students attending the CBU Campus are expected to abide by the rules, regulations, policies and procedures of the California Baptist University Student Handbook.

IN WITNESS WHEREOF, this Agreement is executed by California Baptist University and St. Francis College for Women to be effective upon the date of last signature below. This document supersedes any prior agreements.

CALIFORNIA BAPTIST UNIVERSITY (CBU) By:  Name: Dr. Larry Libamen Title: Vice President for Global Initiatives 8432 Magnolia Avenue Riverside, CA 92504 951-552-8744 llinamen@calbaptist.edu www.calbaptist.edu Date: 4/26/17	St. Francis College for Women  Principal By: _____ Name: Dr. Sr. Christine Fernandes Title: Principal Address: Street No. 6, Uma Nagar Begumpet, Hyderabad - 500 016 India. Phone number: 91-040-23418308 Email: info@sfc.ac.in Website: www.sfc.ac.in Date: 25/04/2017
--	--

Agreement regarding Courses to be organized by SkillBase

Skillbase in association with St.Francis Degree College, intends to run employable skill courses at St.Francis college premises in the evening hours

The courses are open for admission to both St.Francis students, alumni and outsiders.

Skillbase is responsible for conducting the courses. Following are the courses which will be rolled out in phased manner in the next few months

Courses / Duration / Fee

No	Start Date	Course Name	Duration	Fees per St Francis Student	Fees per candidate for outsiders
1	3rd Week Nov 16	Course in Data Analytics [2nd batch]	30 hrs [3 days a week]	5500 INR	7500 INR
2	3rd Week Nov 16	Course in Digital Marketing & Web Analytics	43 hrs [3 days a week]	4500 INR	6500 INR
3	2nd Week Dec 16	Course in Ethical Hacking	25 hrs [2 days a week]	5500 INR	7500 INR
4	2nd Week Dec 16	Course in Machine Learning	30 hrs [3 days a week]	5500 INR	7500 INR
5	2nd Week Jan 17	Course in BigData[Hadoop Ecosystem]	30 hrs [3 days a week]	5500 INR	7500 INR

The College Authorities promise to provide

- Computer Labs
- Classrooms
- LCD projector with audio system
- Power supply and backup power if required
- Chairs and furniture required to run training sessions

Course Certification

Course Certification will be jointly issued by SkillBase and St Francis Institution, Certificate will have the logos of both the institution.

Revenue Sharing + Expenses to be borne by SkillBase

1. Revenue sharing will be in the 40:60 ratio (40% to St.Francis Institution, 60% to SkillBase)
2. SkillBase will pay Rs.100 per hour to the lab instructor (number of hours computer lab utilized * Rs.100)
3. Coordinator Fee: Rs.10,000/- per batch of students
4. Security Payment: 2 persons Rs.300/- each(per month)

Note

1. Fees are subject to change based on the response for the courses
2. Non-St.Francis students who are joining the course, preference will be for woman.
3. College authorities would permit SkillBase to put up flyers, rollup standies etc for promotion of the courses in the college premises.
4. Each session will be of 2 hrs to 2.5 hours, request to allow the classes to run between 5pm to 8pm.
5. Term of the agreement is for 2 years from the date of signing the document

Date: 11/11/2016

Sr Christine F

Dr. Sr.Christine Fernandes,

Principal

St Francis Degree College for Women

Begumpet Hyderabad

C. Vikram Kumar

C. Vikram Kumar

Business Head

SkillBase

(Div of Dot Logic Web Sol P Ltd)



St. Francis College for Women

(Autonomous and Affiliated to Osmania University)
Begumpet, Hyderabad-500 016

Ph: (040) 23418308, 23403200, 23400470 Fax: (040) 23418308
Email: info@sfc.ac.in Visit us at: www.sfc.ac.in

No.

MEMORANDUM OF UNDERSTANDING

Between

**Department of Microbiology, St. Francis College for Women,
Begumpet, Hyderabad**

And

GLOBAL MEDICAL EDUCATION AND RESEARCH FOUNDATION (GMERF)

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED BETWEEN ON THIS 9th DAY OF April 2016, BY AND BETWEEN Department of Microbiology, St. Francis College for Women, having its campus at Begumpet., Hyderabad (herein after referred as **THE COLLEGE** which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns of the **FIRST PART**

AND

GLOBAL MEDICAL EDUCATION AND RESEARCH FOUNDATION (GMERF), having a principal place of business at GLOBAL TOWERS, 6-1-82/83, Lakdikapul, Hyderabad 500 004, India (here in after referred to as "**GMERF**" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns of the **SECOND PART**

For facilitating **COLLABORATIVE ACADEMIC, TRAINING AND RESEARCH PROGRAMS IN THE AREAS OF Microbiology - Clinical Biochemistry, Histopathology, Medical Diagnostics, Haemetology etc.** for the students of B. Sc, B.Voc and PG Programs.

THE COLLEGE St. Francis College for Women, is established and administered by the Sister's of Charity of St. Bartolomea Capitanio and St. Vincenza Gerosa as an autonomous college under Osmania University, Hyderabad.

THE COLLEGE had been benefiting from the expertise and facilities available at various National laboratories, academic institutes in and around Hyderabad through extension lectures, guest faculty appointments and training of students for project work.

GMERF is a not-for-profit organization having its own R & D and training centre which is recognized by Department of Scientific & Industrial Research (DSIR) pursuing



St. Francis College for Women

(Autonomous and Affiliated to Osmania University)

Begumpet, Hyderabad-500 016

Ph: (040) 23418308, 23403200, 23400470 Fax: (040) 23418308

Email: info@sfc.ac.in Visit us at: www.sfc.ac.in

No.

ARTICLE 1:

The output of these collaborative efforts may be used by either or both parties, with the recognition of each party's contribution.

The Principal, of THE COLLEGE and the Director, GMERF will be jointly responsible for working out operational details of the agreement between the two organizations and ensure proper and effective implementation of the MoU.

Both THE COLLEGE and GMERF may add, modify, amend or delete any part of this agreement by mutual consent and understanding of the signing authorities.

ARTICLE 2:

The agreement will be in effect initially for a period of Five (5) years from the date of signing this MoU by both the parties after which it may be reviewed for possible extension. Either party may terminate the agreement by written notification signed by the appropriate official of the institution initiating the notice. Such a notice must be received by the other party 90 (ninety) days period to the effective termination date. However, obligations and commitments already contracted for and involving third parties shall be honored and continued by both parties until such commitments are completed.

In witness whereof, the parties hereto caused this agreement to be executed as of the day, Month and the year indicated below.

Signatures:

Sr Christine F

Principal
St. Francis College Degree and PG College
Begumpet,
Hyderabad - 500016.
Date: 9-4-2016

Principal

St. Francis College for Women
Begumpet, Hyderabad - 16.

[Signature]

Director,
Global Medical Education and Research
Lakdikapool,
Hyderabad - 500004

Director
Academics & Research
Global Hospitals
Lakdikapool, Hyderabad-500 004.

Date: 9-4-2016

EDUCATIONAL COOPERATION AGREEMENT

BETWEEN St FRANCISDEGREE & PG COLLEGE FOR WOMEN

Signed on this, January 5th, 2018.

THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN

On the one hand, Sis. Christine, Director, of the St. Francis College for Women, Hyderabad, Telangana, in the exercise of the powers assigned to her by the rules that created the St. Francis College, Hyderabad, Telangana, India.

And, on the other hand,

Mr. GIL ADANI, CEO of HackerU College, on behalf of the aforesaid Entity, with Tax Identification Code/Tax Identification Number 513935965 and registered address at SHOHAM 5 STREET, RAMAT-GAN, ISRAEL.

AND

MR. VENKATESH CHILLARA on behalf of Techselah P&S Pvt Limited being exclusive partner of HackerU in India, with office at: #8-2 268/A2/S/1, Road #3, Banjara Hills, Hyderabad 500034, Telangana. India.

The former and the latter act herein as representatives and within the scope of their powers of representation and they mutually acknowledge the necessary legal capacity to enter into this agreement.

RECITALS

FIRST: Whereas the St. Francis College, Hyderabad, Telangana (hereinafter "the institution") and HackerU College, (hereinafter "the company") agree to declare the high interest that practical IT & Cyber training has for college students, which aim is for them to apply and complement the knowledge acquired in their academic training, promoting the acquisition of skills to train them for exercising professional activities, facilitate their possibility of being employed and promote their capacity for entrepreneurship.

SECOND: Whereas both parties intend to enter into this Agreement, which purpose is to establish a framework for educational cooperation, in accordance with both Israeli and Indian laws, which regulates Educational Cooperation Programmes designed for university students.

THIRD: Whereas the Governing Council of the St Francis College approves the rules for this external training agreement of cooperation with HackerU College, which regulate the management procedure for external training placements.

In consideration of the above, the parties agree to enter into this Educational Cooperation Agreement for the performance of external IT and Cyber training, which shall be governed by the following:

CLAUSES

FIRST - Both institutions shall cooperate in the structuring and performance of external training aimed at the St Francis College for Women students enrolled in any study offered by the St. Francis College or the attached centres thereof, according to the particular conditions in each modality set forth in the appendices attached to this agreement:

MODALITY I: CURRICULAR TRAINING PLACEMENTS: these are academic activities that form part of the relevant Curriculum.

MODALITY II: EXTRA-CURRICULAR TRAINING PLACEMENTS: in these, students may do this training during their training period. Although they have the same aims as curricular training placements, they do not form part of the relevant Curriculum.

SECOND - The lines of work or tasks to be carried out by trainee students shall be related to their possible professional opportunities aimed at reaching the following purposes:

- a) Contribute to the integral training of students, complementing their theoretical and practical learning.

Christine F
Principal

- d) Start training at the University on the date agreed, train at the hours agreed and fulfil the rules on operation, safety, cyber ethics and occupational hazard prevention of HackerU College.

SIXTH - The training period shall be established for each training modality in their particular conditions. In general, the duration of curricular training shall be established in the relevant curriculum. The duration for extra-curricular training per course shall a minimum of 40 hours for focused professional training, and up to 800 hours for advanced comprehensive programs (unless these are a continuation of the curricular modality, in which case the total duration shall be in accordance with the agreed upon training between HackerU College and St. Francis College), and may not exceed fifty per cent of the academic year or 6 months, which duration may be extended for a justified reason upon prior authorisation by the university, up to a maximum duration of 9 months.

SEVENTH -The trainee student shall fulfil the training system determined by the parties. Said training times shall be compatible with the academic, training activity, and, in particular, taking partial and final exams and the student may not resist for these exams owing to not taking them initially. The system applicable to any leave or early termination shall be, if appropriate, the one established in the Rules on External Training Placements of the St. Francis College .

EIGHTH - The selection of students shall be carried out pursuant to the provisions in the appendices for particular conditions in each modality. In any case, they shall respect the principles of transparency, publication and equal opportunities.

TENTH - Both parties may, according to the particular conditions for each training modality, consider any financial contribution as a scholarship or study grant. The amount and payment term shall be determined in the relevant appendices.

TWELFTH- The commencement of the training by the student shall be made effective by filling in Appendix II, which document will entail the agreement to the terms of the training by the student.

FOURTEENTH - As regards to personal data protection both entities, in the performance of their respective activities derived from this agreement, shall fulfil the mandatory provisions set forth in both Israeli and Indian law.

FIFTEENTH - This agreement shall be valid for five years from date of execution and may be tacitly extended for periods of the same length, unless one of the parties expressly notifies the other party of its intention not to extend it at least 90 days in advance.

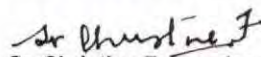
SIXTEENTH- This is an administrative agreement and shall be governed for its interpretation and fulfilment by the relevant regulations, especially submitting to the contentious and administrative laws of Israel and India. Any disputes shall be brought before the International arbitration court, in London, England.

SEVENTEENTH - The execution of this training agreement supersedes any other agreement that may have been previously executed, provided the subject matter thereof is the performance of training in IT and Cyber security.

EIGHTEENTH -HackerU College will indemnify Mr.Venkatesh Chillara, of TECHSELAH LTD in Hyderabad to act as it's contact person in all matters relating to this academic collaboration, as both liaison and facilitator of this project and those yet to come.

In witness whereof, the parties sign all pages of this agreement in three copies, in the place and on the date first above written.

For the St Francis College


Sr. Christine Fernandes
Principal

St. Francis College for Women
Begumpet, Hyderabad - 16
Techselah PS Pvt Limited

Venkatesh Chillara

For the HackerU College

Mr. Gil Adani
CEO


Principal
St. Francis College for Women
Begumpet, Hyderabad - 16

Memorandum of Understanding

This Memorandum of Understanding (MOU) formally recognizes that The Learning House ("TLH"), a Corporation with its principal place of business at 427 South Fourth Street, Suite 300, Louisville, KY and St Francis College for Women, located in Hyderabad, India, are committed to developing a strategic relationship to meet their respective organizational goals, and provide opportunities for international students to pursue academic studies in the USA.

WHEREAS, The Learning House (TLH) is an education services organization that has been improving lives through education for almost 2 decades. TLH provides curriculum development, marketing, enrollment and retention services for over 70 university partners in the US. TLH serves over 13,000 students with 4,000 online courses and provides over 200 continuing education courses to over 8,000 primary and secondary school teachers. Learning House International (LHI), a division of TLH, recruits international students to study on campus at any one of our 6 university partners in the US.

WHEREAS, St Francis College for Women (SFC) is a Catholic Minority Institution founded by the Sisters of Charity, provides quality undergraduate and graduate education to around 3,800 students in India.

TLH and SFC enter into this MOU (Agreement) in a spirit of cooperation and to improve people's lives through quality education. This agreement outlines the general goals and responsibilities of each partner.

Benefits of Cooperation:

1. Provides SFC students the opportunity to transfer credits to complete a full bachelor's degree from a TLH partner university.
2. Provide scholarships, as listed in Exhibit A, to increase affordability and access to TLH partner universities.
3. Provides SFC students the opportunity to complete an eight-week online English for Academic Readiness to help students prepare ESL tests and for future studies in the USA.
4. Provide SFC with additional revenue opportunities via commission for students enrolled under this MOU.

The Learning House Contributions:

1. Provide, through a single point of contact in the US, marketing and admissions support for all LHI partner universities, as listed in Exhibit A. This will be provided by our local partner, Sgu consultants pvt ltd (Madison Review) based in Hyderabad and supported by TLH staff in India.
2. Assist in determining scholarship eligibility, as listed in Exhibit A, and processing of scholarship applications.
3. Make regular visits to SFC to host seminars for prospective students and graduates.
4. Provide SFC with all marketing print and digital collateral as needed.
5. Train SFC counselors on TLH university partner programs, admissions process, credit transfer and scholarship requirements.
6. Provide visa, travel and arrival logistical support for students as needed.

7. Waive admission application fees for SFC students.
8. For each enrolled student each year, TLH will offer a teacher, selected by SFC, a full scholarship for one non-credit course offered online through Advancement Courses (AC), a division of TLH. AC catalog attached as Appendix B.
9. Facilitate the process of developing articulation agreements between SFC and LH partner universities. This would be subject to creating sufficient student demand from SFC students and completion of additional approval processes. Initially, credit transfer will be reviewed using WES or similar evaluation process.
10. Provide a 7% commission on first year tuition fees for each student enrolled under this MOU. This will be paid up completion of each semester at TLH Partner University.

St. Francis College Contribution:

1. Provide TLH and Madison Review with access to students for seminars and admissions counseling.
2. Actively promote the opportunity of studying at TLH partner universities on an ongoing basis.
3. Make every effort to ensure a minimum of 10 enrollments are generated under this agreement per calendar year.

General Terms and Conditions:

1. This MOU becomes effective on the date both parties have signed the MOU. Either party may terminate this MOU with thirty (30) days written notice to the other party. If TLH believes that the MOU might violate any law or regulation, adversely affect its accreditation of its clients or any license or exemption issued by a Federal or State educational board or commission, TLH may terminate the MOU immediately upon written notice to SFC.
2. Subject to prior written approval, the SFC grants TLH a limited, non-exclusive right to use SFC's name in writing solely for purposes of fulfilling TLH's obligation pursuant to this MOU and making the university and programs available to SFC's students.
3. Each party acknowledges that the relationship with the other is that of an independent contractor.
4. Each party agrees to abide by all applicable Federal and State Laws. This MOU shall be governed by and construed in accordance with the Laws of the State of the defending party.
5. Parties agree to enter into confidentiality and non-solicit with established business relationships.

This agreement constitutes the entire agreement between the parties as to the subject matter contained herein, and no other agreement between the parties shall in any way modify, alter or amend this Agreement, unless such modifications, alterations or amendments are in writing and signed by both parties.

SIGNATURE AUTHORITY

This agreement is approved by the following signatories who are authorized to sign such Agreement.

The Learning House
427 S Fourth Street, Suite 300
Louisville, KY 40202
USA

Sir Francis College for Women
Uma Nagar, Begumpet, Hyderabad
Telangana 500016
India

Todd Zipper, President & CEO

(Name)

Date

Date

Appendix A: TLII University Partners

Point Park University

Degree	Academic Criteria	Award	Net Tuition*	Per Semester*
All Undergrad Programs	GPA 3.0 & IELTS 6.5	\$40,000 (total)	\$75,440	\$9,430
	GPA 3.0 & IELTS 7.0	\$48,000 (total)	\$67,440	\$8,430
	GPA & SAT/ACT: 3.3 & 990/19 3.2 & 1030/20 3.1 & 1070/21	\$52,000 (total)	\$63,440	\$7,930
	GPA & SAT/ACT: 3.6 & 1150/23 3.5 & 1190/24 3.4 & 1230/25	\$56,000 (total)	\$59,440	\$7,430
	GPA & SAT/ACT: 3.9 & 1250/26 3.8 & 1290/27 3.7 & 1320/28	\$64,000 (total)	\$51,440	\$6,430
MS in Engineering Management	GPA 3.0 & IELTS 6.5	\$2,000 (total)	\$24,430	\$6,108
	GPA 3.3 & IELTS 6.5	\$4,000 (total)	\$22,430	\$5,608
	GPA 3.8 & IELTS 6.5	\$6,000 (total)	\$20,430	\$5,108
All other programs	GPA 3.0 & IELTS 6.5	\$2,000 (per year)	\$29,716	\$7,429
	GPA 3.3 & IELTS 6.5	\$4,000 (per year)	\$27,716	\$6,929
	GPA 3.8 & IELTS 6.5	\$6,000 (per year)	\$25,716	\$6,429

West Virginia State University

Degree	Academic Criteria	Award	Net Tuition*	Per Semester*
All Undergrad Programs	GPA 3.0 & IELTS 6.5	\$20,000 (total)	\$42,400	\$5,300
	GPA 3.5 & IELTS 6.5	\$24,000 (total)	\$38,400	\$4,800
All Graduate Programs	GPA 3.0 & IELTS 6.5	\$3,000 (per year)	\$28,000	\$7,000
	GPA 3.3 & IELTS 6.5	\$4,000 (per year)	\$26,000	\$6,500
	GPA 3.8 & IELTS 6.5	\$5,000 (per year)	\$24,000	\$6,000

Virginia Wesleyan University

Degree	Academic Criteria	Award	Net Tuition*	Per Semester*
All Undergrad Programs	ACT 21 or SAT 1000	\$76,000 (total)	\$68,040	\$8,505

Rivier University

Degree	Academic Criteria	Award	Net Tuition*	Per Semester*
All Undergrad Programs	GPA 3.0 and IELTS 5.5	\$12,840 (per year)	\$68,600	\$8,575

Concordia University Saint Paul

Degree	Academic Criteria	Award	Net Tuition*	Per Semester*
All Undergrad Programs	GPA 2.5 or SAT 1030 or ACT 21	\$3,500 (per year)	\$75,100	\$9,388
	GPA 3.25 or SAT 1080 or ACT 23	\$6,000 (per year)	\$65,100	\$8,138
	GPA 3.75	\$10,000 (per year)	\$49,100	\$6,138
MBA and MBA Health Care	GPA 3.0	\$5,250 (total)	\$26,250	\$8,750
All other PG	GPA 3.0	\$9,900 (total)	\$17,100	\$5,700

Alvernia University

Degree	Academic Criteria	Award	Net Tuition*	Per Semester*
All Undergrad Programs	GPA 3.0	\$13,500 (per year)	\$77,360	\$9,670
	GPA 3.0 and SAT 1080 or ACT 21	\$17,000 (per year)	\$63,360	\$7,920
MBA- 30 Credits	GPA 3.0	\$8,000 (total)	\$14,650	\$4,884
MBA- 39 Credits	GPA 3.0	\$8,000 (total)	\$21,445	\$7,144

**Net Tuition and Per Semester estimates are with the awarded scholarship and exclude Fees, Room and Board, insurance, personal expenses, and annual increases.*

signed MDU on 20th April 2018

Principle
20/04/18

Principal

St. Francis College for Women
Begumpet, Hyderabad - 56.

Memorandum of Understanding

This Memorandum of Understanding ("MOU"), is made on this [●] day of [●], 2016 ("Effective Date") by and between

1. **Arabian Wellness & Lifestyle Management, RAK, UAE**, having its registered office Villa2 PO Box 12027, Ras Al Khaimah, UAE (hereinafter referred to as "**AWLM**") shall include its successors and assigns) of the **First Part**.

And

2. **St. Francis College for Professional Studies, Begumpet, Hyderabad, India** having registered office at Bagumpet, Hyderabad, India (hereafter referred to as "**SFC**") shall include its successors and assigns) of the **Second Part**.

AWLM and SFC shall hereinafter be referred to also as the "**Parties**" and individually be referred to as "**Party**", as the context may require.

RECITALS :

- A. AWLM specializes in evaluating and managing Health, wellness and Lifestyle change in the community through Screening and Education.
- B. SFC is engaged in the business of conducting Graduate, Post Graduate, Professtional and other academic and educational programs.
- C. AWLM and SFC have mutually approached each other for marketing, promoting and conducting Health Wellness and Lifestyle Management Educational Programs in India.
- D. This MOU establishes the rights, duties and obligations of both parties during the tenure of the MOU.

NOW THEREFORE, in consideration of the mutual premises and covenants contained herein, AWLM and SFC wish to enter into this MOU and agree as follows:

GENERAL INFORMATION

1. TYPES OF PROGRAMS TO BE CONDUCTED

- 1.1 Lifestyle Medicine academic program for Medical and Health graduates and students
- 1.2 Lifestyle Management academic program for Graduates and students of other discipline

- 1.3 This will be an online program with contact classes prior to final examination.
- 1.4 Duration of program is 9 months of Education and 2 months for exam, release of mark sheet, diploma, etc.

2. AWLM RESPONSIBILITIES

- 2.1 To make available an appropriate prospectus for the program
- 2.2 To setup and manage the online portal with the following subjects for the Lifestyle Medicine program :
 - Nutrition & Dietetics
 - Exercise & Fitness
 - Health Psychology & Stress Management
 - Health Management
 - Disease Management
 - Cardiac Care
 - Cancer Risk Management
 - Health Assessment & Prescription
- 2.3 To setup and manage the online portal with the following subjects for the Lifestyle Management program :
 - Nutrition & Dietetics
 - Exercise & Fitness
 - Stress Management
 - Anatomy & Physiology
 - Health & Disease Management
 - Health Assessment & Prescription

2.4 To provide online for each subjects

- Books
- Videos
- Presentations with voice over / script, etc.

2.5 Monthly tracking of Students, Subject Modules, Monthly exam, etc.

- a. Prof Adrian mentioned that the site would be accessible to students from 1st July
- b. SFC Coordinator, would be able to view the tracking dashboard of students progress etc
- c. AWLM would be responsible for all online activity, exams etc.

2.6 To provide the faculty for each of the above subjects in association with SFC

- a. SFC could provide faculty in the below mentioned subjects with AWLM, providing faculty in the balance subjects
 - Nutrition & Dietetics
 - Exercise & Fitness
 - Health Psychology & Stress Mgmt
 - Anatomy & Physiology
- b. All SFC Faculty would be provided the standardized PPTs & a training program would be conducted in SFC, for the SFC faculty, by Dr. Savita & Prof Adrian, in coordination with Mary.
- c. To ensure international validation and certification of the program through international bodies
- d. AWLM will provide the Course Director

3. SFC RESPONSIBILITIES

- 3.1 To advertise the program with the objective of admissions.
- 3.2 To register students and collect the fees (Rs. 35,000 per student-Lifestyle Medicine & Lifestyle Management)
 - a. SFC had already advertised, once in the newspaper, & would do so online.
 - b. In addition, posters were up in SFC, & other colleges
 - c. Nursing & Physiotherapy colleges would be reached out to, as also Hospitals, Clinics, Doctors etc
- 3.3 To conduct the one week contact session (6 days over the weekends) through faculty in SFC premises
 - a. The contact session for students would be conducted in SFC from the 2nd week of April, Mary to coordinate
 - b. The contact session would not be compulsory.
- 3.4 Faculty fee for contact session will be met by SFC
 - A. In year 1, the Faculty fee, would be Rs 2,500/- per session taken, with a total of 8 sessions
 - B. St. Francis College for Women, Begumpet will provide for Course Coordinator.
- 3.5 To release mark sheet and diploma certificate, & conduct the convocation, etc.

COSTS / REVENUE SHARE

- 4.1 All fees will be paid by students to SFC.
- 4.2 Within 30 days of the start of the program SFC will deposit AWLM's share into its Bank account in India as specified
- 4.3 Appropriate taxes and levies will be deducted by SFC
- 4.4 The agreed share is 60 : 40 in favour of SFC

5. DURATION

The duration of this MOU is for **one year** from the commencement of the program and is automatically renewed thereafter unless otherwise terminated by parties.

6. TERMINATION OF MOU

6.1 This MOU may be terminated by either party with 30 days notice in writing, after the academic year is completed, due to poor quality of service, nonpayment of dues, or for any other reason.

7. DISPUTES

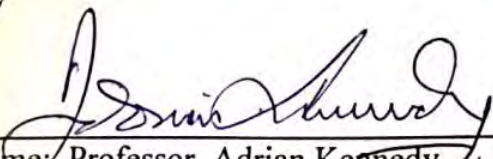
This MOU shall be governed by and interpreted in accordance with the Indian Law and the place of jurisdiction would be Hyderabad courts on any dispute arising in respect of this MOU.

8. CONFIDENTIAL INFORMATION

This program is the Intellectual property of Prof. Adrian Kennedy, CWO, AWLM and is copy right protected and may not be modified or used except with express permission in writing.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date set forth at the beginning of this MOU.

For and on behalf of
Arabian Wellness & Lifestyle Management
By


Name: Professor. Adrian Kennedy

Title : Chief Executive Office

Signing Date

For and on behalf of
St. Francis College of Professional Studies
By

Name : Dr. Sr. Christine Fernandes

Title : Principal St. Francis College

Signing Date 10/11/2023

PONTIFICIA
UNIVERSITÀ
GREGORIANA

Centre for
Child Protection

Centrum für Kinderschutz
Centre for Child Protection
Centre de protection des mineurs
Zentrum für Kinderschutz
Centro per la protezione dei minori
Centre for Child Protection
Centro de protección de menores
Zentrum für Kinderschutz
Centro per la protezione dei minori
Centre for Child Protection
Centro de protección de menores
Zentrum für Kinderschutz
Centro per la protezione dei minori
Centre for Child Protection
Centro de protección de menores
Zentrum für Kinderschutz

Memorandum of Understanding (MoU)
Between
Pontificia Università Gregoriana – Centre for Child Protection
And
St. Francis College for Women

This MoU provides an agreement between the Centre for Child Protection (CCP) of the Institute of Psychology of the Pontifical Gregorian University, and the St. Francis College for Women

1. Mission, purpose and scope

1.1 Together, the Parties enter into this MoU to pursue the following Mission:

To encourage the safeguarding and well-being of children and vulnerable persons by
- promoting prevention measures against sexual and other kinds of abuse
- raising awareness and knowledge of the importance of such efforts in order to create a healthy environment.

Accordingly, CCP and the St. Francis College for Women agree as follows:

1.2 CCP and the St. Francis College for Women will collaborate in the implementation of the CCP E-Learning Programme *Safeguarding: Our Commitment*, for the prevention of sexual abuse of minors in the St. Francis College for Women.

2. Responsibilities

Each party will appoint a person as the official contact.

a. For the implementation of the programme

CCP	St. Francis College for Women
Dr. Alessandra Campo – Network Coordinator, ccp-network@unigre.it	Dr. Usha Chivukula Project Manager chivukulausha@gmail.com

Ush

Centre per la protecció dels infants
 Centre for Child Protection
 Centro de protección de menores
 Zentrum für Kinderrechte
 Centro per la protecció dels infants
 Centre for Child Protection
 Centro de protección de menores
 Zentrum für Kinderrechte
 Centro per la protecció dels infants
 Centre for Child Protection
 Centro de protección de menores
 Zentrum für Kinderrechte
 Centro per la protecció dels infants
 Centre for Child Protection
 Centro de protección de menores
 Zentrum für Kinderrechte

- Develop a schedule that is based on the E-Learning Programme and that combines the chosen e-learning units with face-to-face sessions managed by the trainer(s) on site.
- Provide computer facilities and internet connection as needed for conducting the Programme.
- Cooperate in the development of specific content (i.e. case studies) and adjust the Programme elements or units to its cultural and legal situation.
- Send periodic feedback to CCP on suitability and progress of the programme by filling out the forms that will be sent to the Project Manager(s) and assure that the participants will submit the Evaluation forms available at the end of each learning unit.
- Include the link to the CCP blog on its website.

3. Terms

3.1 This MoU will be activated upon the signature of responsible parties beginning July 2016.

The term of this MoU is for a period of 2 (two) years from the effective date of this agreement and may be extended upon written mutual agreement.

3.2 This MoU may be modified at any time by the mutual agreement and consent of the parties.

Dr. Sr. Christine Fernandes
 Principal
 St. Francis College for Women
 Begumpet, Hyderabad.

Sr Christine J

Date 18/07/2016

Sr. Alphonsa. P. Kunjuvareed
 Correspondent
 St. Francis College for Women
 Begumpet, Hyderabad.

Sr Alphonsa K.

Date 18/7/2016

Prof. Karlijn Demasure
 Executive Director of the CCP
 Pontificia Università Gregoriana

dem

Date 5/09/2016

Fr. Hans Zollner SJ
 President of the CCP
 Pontificia Università Gregoriana

H. Zollner

Date 05/09/2016

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ST. AMBROSE UNIVERSITY, USA
AND
ST. FRANCIS COLLEGE, INDIA**

St. Ambrose University and St. Francis College, wishing to extend the existing cooperative relations between the two institutions, especially to develop academic and cultural interchange in education, research, and other areas, agree to the following provisions:

Methods

Contingent upon the approval of the officers of each institution, the availability of funds, and compliance with state, national, and international laws and accreditation standards, cooperation shall be carried out through any one or more of the following activities or programs as mutually agreed to by the parties:

1. Semester study abroad by St. Francis College students at St. Ambrose University
2. Special short-term academic programs
3. Exchange of faculty members
4. Joint research activities
5. Joint seminars, workshops, and academic meetings

The terms of these activities and the budgets shall be mutually discussed and agreed upon in writing and signed by both parties prior to the initiation of any particular program or activity. Each long-term program or activity that lasts more than one year shall be negotiated annually. Each university will designate a Liaison Officer to develop and coordinate specific activities and programs.

Rationale

This agreement will benefit St. Ambrose University in many ways, including:

1. Adhere faithfully to our Core Mission Value and Guiding Principle of Diversity
2. Build our academic outreach and curricular programming in Asia
3. Establish a relationship with a sister Catholic university in India
4. Raise the institution's international profile and reputation

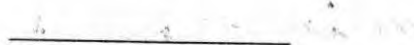
This agreement will benefit St. Francis College in many ways, including:

1. Provide opportunities for its students to study in the United States at a sister Catholic university that offers a high quality education and personal outreach to its students
2. Provide opportunities for its faculty to collaborate with US scholars
3. Provide opportunities for its students and faculty to learn about US higher education and US business practices
4. Give more incentives for St. Francis students and faculty to study and teach in the United States
5. Raise the institution's profile and reputation

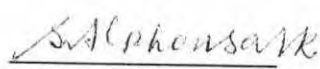
Effective Date and Length of Agreement

This agreement will remain in force for a period of three years (subject to the availability of funds). Any amendment and/or modification of this agreement requires written approval of the officers of each institution and shall be appended hereto. After the initial three-year period, this agreement will be renewed automatically if there is no six (6) months' prior notice to terminate by either party.

This agreement shall become effective after it has been signed by the approved parties from both institutions.


Sr. Joan Lescinski, CSJ, Ph.D.
President, St. Ambrose University

Date:  _____


Sr. Alphonsa Vatoly, Ph.D.
Principal, St. Francis College for
Women

Date: 11-03-2011

**Cooperation agreement for summer school
programmes 2015**



The University of East London (UEL) 4 – 6 University Way, London, E16 2RD, United Kingdom and St. Francis College for Women (SFC), Uma Nagar, Begumpet, Hyderabad – 500016, India agree to the following arrangement. This arrangement relates solely to the International Summer School 2015.

1. SFC has agreed to refer students studying at their institute who wish to participate in the University of East London, 2015 'International Summer School Programme' on the following website: <http://www.uel.ac.uk/iss2015> to apply for this summer programme.
2. SFC students will pay the partner discounted price of £2,800 per student to UEL via bank transfer directly or by bank draft with UEL as a beneficiary. Based on 10 full paying students, UEL will offer 1 free place at a full scholarship for a student or an academic member of staff from SFC.
3. UEL has agreed to pay SFC £200 per enrolled student for referring and suggesting UEL International Summer School programme to their students.
4. On successful completion of the programme, every SFC student will receive a certificate. For credit bearing programmes, students will also receive a transcript with a grade in order to secure academic credit at SFC.

Please note only Business courses carry academic credits.

5. Schedule for 2015

Sunday 19 th July 2015	Students arrive and University Accommodation Check-in (from 2.00pm onwards)
Monday 20 th July 2015	Registration
Tuesday 21 st July 2015	Teaching begins
Friday 7 th August 2015	Teaching ends
Sunday 9 th August 2015	Students depart and University Accommodation Check-out

6. Total cost for the three week programme is £2,800.00 (pound sterling) per student.

(See appendix 1 for programme details):

7. Visa information:

Anyone who comes to the UK from outside of the European Union must enter the UK for the purpose of their visit. Enrolment at UEL is dependent on students having a valid visa which permits studies in the UK. Please note that if a student does not have an appropriate visa for study purposes the University is unable to enrol them on the programme of study and they will be required to return to their home country.

India is regarded by the UK Government as a visa national country so you **must** obtain a 'student visitor' visa (for a short programme under 6 months) **prior** to arriving in the UK. As such, the University of East London (UEL) will provide you with a 'student visitor' visa letter for your study programme. You will need to use this letter to apply for a 'student visitor' visa.

You can find detailed guidance on our website about the 'student visitor' visa application process. You can also email our International Student Advice team if you have any questions regarding this matter: isa@uel.ac.uk
<http://www.uel.ac.uk/international/advice/student-visas/studentvisitor/index.htm>

8. Payments should be received by UEL **before** visa applications.

Refund policy:

There is no refund policy. Refund will only be granted if a visa has been refused on provision of evidence.

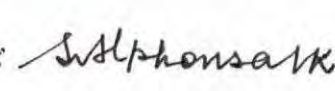
Signed by:

For and on behalf of UEL
Professor Nora Ann Colton
Deputy Vice-Chancellor (Academic)

Signature: 

Date: 1/5/15

For and on behalf of SFC (India)
Sr. Alphonsa Vattoly
Principal at St. Francis College for Women

Signature: 

Date: 01/05/2015



**Education Agreement between Global Medical Education & Research Foundation,
Hyderabad**

AND

**St. Francis College for Women,
Begumpet, Hyderabad**

AND

Xavier University School Medicine, Aruba

Preamble: Global Medical Education & Research Foundation was established on 17th August 2012 of by Government of India. GMERF has decided to provide Pre-Med to MD Program Education in collaboration with Xavier University School of Medicine Aruba established under a charter approved by the Aruban Government functional since 2005, listed in the WHO directory and approved by the Caribbean Accreditation Authority for Education in Medicine and other Health Professions (CAAM-HP) & Accreditation Commission on Colleges of Medicine (ACCM) from Ireland and Ministry of Higher Education Jordan.

Xavier University School of Medicine is a Not-for-Profit Institution providing medical education leading to an MD degree. Xavier Curriculum requires high school graduates to undergo five and half years and graduate students to undergo four years of rigorous education and practical clinical training by maintaining a certain grade average, passing required standardized exams and passing all required course work to graduate. GMERF (Global Medical Education and Research Foundation) was approached by Xavier University School of Medicine to set up a Pre-Med to MD Program **with guaranteed admission** for Indian students at GMERF Hyderabad, India to Xavier University School of Medicine after the successful completion of the Pre-Med program in India or earlier directly to **Xavier** Pre-Med/MD program. GMERF is a not-for-profit organization having its own R & D and training centre in Hyderabad, recognized by DSIR (Department of Scientific Industrial Research), Govt. of India

GMERF has discussed to conduct of the Pre-Med program with St. Francis College for Women, Begumpet, Hyderabad on their premises and utilization of their faculty resources and the other utilities of the college. St. Francis College for Women is an Autonomous College affiliated to Osmania University which was established in 1959 and is managed by

A handwritten signature in black ink.

A handwritten signature in black ink.



the Sister's of Charity of St. Bartolomea Capitanio and St. Vincenza Gerosa. The college was accredited with 5 stars by the NAAC (National Assessment and Accreditation Council) in the year 1999, re-accredited at the 'A' Level in the year 2006 and 2012. University Grants Commission declared the college as a 'College with Potential for Excellence.

For the purposes of this agreement and the convenience of the parties **Global Medical Education & Research Foundation** is hereinafter referred as "**GMERF**", St. Francis College for Women as "**SFC**" and **Xavier University School of Medicine** is hereinafter referred as "**Xavier**". The terms of the tripartite agreement are as follows:

GMERF'S and SFC REPRESENTATIONS:

GMERF has agreed to enter into an agreement with **Xavier** for Pre-Med to MD program. **GMERF and SFC** will be fully responsible for following the Xavier Pre-Med program and implementing the student education curriculum in consultation with Xavier. Xavier will be fully responsible to carry out all admissions and conducting exams and grading etc...

The Pre-Med program at **GMERF** and SFC is to be completed over a period of 1 and ½ years with the first batch to begin on July 1st, 2016.

In the first year, all the marketing and recruitment for the program will be the responsibility of **Xavier**. **From the 2nd year onwards**, Xavier will co-sponsor the marketing expenses in the maximum amount of \$10,000USD on the condition that **GMERF** and St. Francis provide proof each has spent at least \$10,000USD on marketing. The marketing content will be pre-approved by Xavier prior to its release to print or Social media and social networking or any kind of publicity.

Xavier guarantees admission to students who join the Pre-Med education program at **GMERF** and SFC to pursue their MD degree with **Xavier**. **Xavier's MD program** is comprised of two years of interactive classroom education along with USMLE Step 1 review course at the end of the second year and two years of clinical rotations in the US/Canada/India with USMLE Step 2 review at the end of the third year. All core rotations are held in ACGME (Accreditation Council for Graduate Medical Education) hospitals (48 weeks). Students will be required to maintain the minimum grade average (70%) pass all courses and rotations and remain in good standing as a student. All students

A handwritten signature in black ink, appearing to be "J. L. A." with a stylized flourish.

A handwritten signature in black ink, appearing to be "K. S." with a stylized flourish.



are required to follow the student hand book, are required to maintain an acceptable grade point average (2.0)) and pass all required standardized examinations as set by **Xavier**.

Xavier and its office staff will facilitate all Visa formalities to Aruba and USA. In case a student is denied a Visa to the USA due to reasons beyond **Xavier's** control, it will provide alternate clinical rotation sites (Explain where the rotations will be given) for the student to complete their education and still graduate with the MD degree from **Xavier** at par with its other students.

Xavier does not represent that the MD degree it imparts or the degree it bestows on its students is recognized by the Medical Council of India, however if a student wants to relocate to India and practice medicine in India, Students will have to check with the MCI (Medical Council of India) on what they need to do for their qualification to be recognized in India as Physician. **Xavier** is willing to help facilitate such students or its graduates in whatever paper-work they may need in making the process simple and efficient and effective

Xavier will guide and help qualified students to apply for US Residency program to obtain residency match program. National Residency Matching Program (NRMP) and the Canadian Residency Matching Service (CaRMS).

Xavier is an equal opportunity employer and it is in full compliance with the Aruba and U.S.A. state laws and bi-laws. For that perspective, it has in place errors and omissions and liability coverages to protect it and anybody it deals with for any inadvertent direct or indirect error or lapse of judgment. **Xavier** is equal opportunity employer and it does not treat its students, staff, employees and third party vendors differently based on their national origin, sex, caste, color, creed, religious beliefs Political opinions, outlook or their sexual orientation.

Xavier aspires to the highest standards of medical education. Most of its teaching faculty have their education and training in the best Universities and Hospitals in the US and all over the world and many of them hold dual degrees of MD and PhD. **Xavier** has produced world class physicians, many of them are working in US hospitals and research labs to help alleviate human suffering. **Xavier** is continually raising student standards by providing the best student/teacher ratio, after hours help and all types of personal attention to make medicine study more personal and interesting.

Tuition & Fee Arrangement: GMERF and SFC can charge ₹20 (Lakhs) for Pre-Med courses, in accordance with local market.



Xavier will charge the first admitting batch a total tuition of **\$95,000USD**.

Xavier has right to change its fees for subsequent batches. All students admitted under the class of 2016 will not have their fees increased. **NO REFUNDS**. The tuition for the first batch will not be increase. However, **Xavier** reserves the right to revise the tuition for later batches.

A \$5,000 USD nonrefundable seat deposit will be paid upon joining the Pre-Med program to Xavier. This deposit will be credited towards Xavier tuition for the first installment.

All **Xavier tuition** fees for the MD program are paid in US dollars and to **Xavier** directly. The fees for the MD course (USD) \$ may be paid in two installments: first installment of \$ 50,000USD to be paid 60 days before starting the basic sciences in Aruba, second installment \$40,000 USD to be paid before the end of the second year of the basic sciences. These fees are based on 48 weeks of core rotations completed at ACGME accredited hospitals in the United States. The remaining 24 weeks of elective rotations may be completed in the United States, Canada or India.

All immigration fees are paid by students.

Health insurance is paid by students. Living expenses during their stay in Aruba and the USA will be paid by the students.

GMERF will collect Rs 20, 00,000 per student. All local salaries will be paid by **GMERF**. All local faculty recruitment will be done and approved by the **Xavier Dean of Pre-Med**.

The revenue model will be 80% between **GMERF** and St. Francis and 20% **Xavier**. 20 % will be paid to a designated account determined by **Xavier**.

GMERF will take care of local transportation for the visit of **Xavier** staff or management for any academic meetings or visits or recruiting efforts.

Faculty exchange and staff training will be done at mutual agreed time and dates at the cost of **GMERF** and **SFC** if required.

The teaching faculty and staff will be paid by **GMERF** in India. **Xavier** is not responsible for any expenses for the Pre-Med Program.

No Staff from GMERF or SFC will be hired by Xavier.



Other Joint Ventures & Opportunities: Xavier will aspire for possible Joint ventures or collaboration in the area of medical research and science with the private, state and central government with **GMERF** and work to improve rural health system and enhancing health care in the Region.

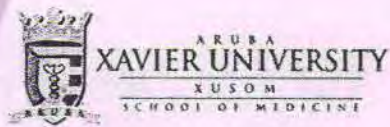
Term of the Agreement: This agreement will be for a period of ten years and renewable ~~every~~ five years. The agreement will bind the parties, their heirs, successors and/or assigns. Either party may terminate this contract upon 180 days' notice. Under such circumstance, currently enrolled and guaranteed students will continue to be enrolled in the **Xavier** program as agreed upon in this agreement. And the students are to be repatriated as the full responsibility and liability of Xavier. SFC is absolved of any such liability.

Confidential: The parties agree that the terms of the agreement shall be confidential and they will not disclose with any third party without the prior permission of the other parties to this agreement. However, where needed, content of this agreement may be disclosed as part of the business promotion and to their respective staff and faculty to facilitate the business.

Non-Compete: **GMERF/SFC** will not enter into agreement with any Caribbean Medical School or similar program for a period of two years after the termination of this agreement. **GMERF/St. Francis will be the exclusive partner of Xavier in the states of Telengana and Andhra Pradesh (both Telugu states)** on the condition that student enrollment levels are as follows: minimum 10 students enrolled for the first year, minimum 25 students for the second year and minimum 25 students for each year thereafter.

GMERF/SFC represents as follows:

- a) **GMERF/SFC** will seek the requisite permission from the local Government if any required.
- b) All local recruitment will be done by **GMERF/SFC** and approved by Xavier.
- c) **GMERF/SFC** will be responsible for the payment of all marketing, open houses expenses in India as per this agreement above.
- d) **GMERF/SFC** affirms that it has no prior existing or pending lawsuits, judgements or legal action, if any legal action, lawsuits are brought against
- e) **GMERF/SFC** will immediately update **Xavier** of any such matter and take appropriate action to provide appropriate defense and attempt to resolve such matter in a timely manner.



In the event **GMERF** wishes to start its own Medical Program, it will notify **Xavier** one (1) year in advance before the expiration of its current contract.

GMERF and **SFC** have no restrictions on the use of pictures of the campus, class rooms and facility including staff for marketing Purposes. A separate website will be created in accordance with local law and **Xavier** has full control of the website's domain name and its contents including owning domain name and such website will be full responsibility and liability of **Xavier**. Similarly, **GMERF/SFC** can use any pictures or promotional materials from **Xavier** program

5. CONFIDENTIALITY: The parties, and their employees, agents, representatives, will not at any time or any manner, either directly or indirectly, use for the personal benefit or divulge disclose, or communicate in any manner, any information that is proprietary to the other party except in its good faith execution of the Services. No student information is shared without written permission by **Xavier**,

Non-Solicitation: For a period of (5) five years after expiration, **GMERF**, or **SFC**, their affiliates, Principals, officers nor any Related Persons of any of them, shall not directly or indirectly either in India or Aruba or United States of America and whole Caribbean (a) cause, induce or attempt to cause or induce any employee, student, independent contractor, or any other business relation of **Xavier** to cease doing business with **Xavier**; or (b) cause, induce or attempt to cause or induce any employee, student, independent contractor, or other business relation of a Covered Entity on the Expiration Date or within the year proceeding the Expiration Date to cease doing business with **Xavier**, to deal with any competitor of **Xavier** or in any way interfere with its relationship with **Xavier**. **GMERF**, **SFC** or their affiliates, principals, officers nor any related person of them shall not circumvent or attempt to become chartered or an established institution in Aruba or any other Caribbean island for this two year term with **Xavier**.

6. NON-DISPARAGEMENT: After the Expiration, none of **GMERF/SFC** or any related Persons of any of them shall directly or indirectly disparage **Xavier** or any of **Xavier**'s members, managers, officers, employees or agents. After the Expiration, none of **Xavier** or any of **Xavier**'s members, managers, officers, employees, or agents shall directly or indirectly disparage **GMERF**, **SFC** or affiliates as and specific to the activity mentioned in agreement only

7. MISREPRESENTATION: Any damages or deficiency resulting from any misrepresentation breach of warranty will result in automatic termination without any notice requirement and the aggrieved party reserves the right to sue for monetary damages or any other

A handwritten signature in black ink, appearing to be "J. L. B." followed by a flourish.

A handwritten signature in purple ink, appearing to be "R. B." followed by a flourish.

15. ASSIGNMENT: No member of this tripartite agreement may assign or transfer this Contract without the prior written consent of the non-assigning parties, whose approval shall not be unreasonably withheld. If withheld shall be only after all settlements and appropriation.

16. DISPUTE: All disputes arising out of breach of this contract shall be resolved in accordance with the UNCITRAL Arbitration Rules, and this seat of arbitration shall be Hyderabad, Telangana, India. *when student in India & Aruba*
Seat of Arbitration when student in Aruba studying
Location: The parties have agreed that the academic site and operations of the Pre Med program in India will be Hyderabad India, the current campus of SFC/GMERF.

Dr. Christine J.

[Signature]

Roll

[Signature]