

CAMBRIDGE ENGLISH EDUCATIONAL PARTNER AGREEMENT

This Agreement is dated 1st July 2025

Parties

- (1) **THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE** acting through its department, Cambridge University Press & Assessment whose principal office is at Shaftesbury Road, Cambridge, CB2 8EA, UK (**Cambridge**); and
- (2) **UNIVERSITY OF ENGINEERING AND MANAGEMENT**, GURUKUL, Chomu, Sikar Road (NH-52) Udaipuria Mod, Jaipur, Rajasthan – 303807, India (the **Institution**).

BACKGROUND

- (A) The Institution wishes to become a Cambridge English Educational Partner.
- (B) Cambridge agrees to provide the Institution the Promotional Benefits of being part of the Cambridge English Educational Partner Scheme on the terms set out in this Agreement.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Business Plan Document: a joint business plan agreed between the parties for the duration of this Agreement setting out the strategic objectives and Promotional Benefits the Institution is eligible for as a Cambridge English Educational Partner.

Cambridge Materials: the materials provided to Institution by Cambridge from time to time in any format and any intellectual property rights of Cambridge that is owned, licensed or otherwise proprietary to Cambridge and was conceived, created or developed prior to or independent of the commencement of this Agreement.

Confidential Information: any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, methods, technology, technical data, personnel and suppliers of the disclosing Party, together with all information derived by the receiving Party from any such information and any other information clearly designated by a Party as being confidential to it (whether or not it is marked 'confidential'), or which ought reasonably be considered to be confidential, and information concerning a Party's relationships with actual or potential clients, customers, suppliers and the needs and requirements of such persons.

Designation: means the designation '*Cambridge English Educational Partner*', which shall always be used in its complete form and shall not be abbreviated or otherwise altered.

Logo: means the Cambridge English Educational Partner logo, as provided in Schedule 1.

Logo Guidelines: Cambridge's logo guidelines provided by Cambridge to the Institution as may be amended from time to time.

Promotional Benefits: a wide range of benefits, initiatives, and support provided by Cambridge to the Institution as detailed in Business Plan Document depending on the territory in which the Institution operates in as may be updated by Cambridge from time to time.

2. Commencement and duration

2.1 This Agreement shall commence on the date when it has been signed by all parties and shall continue, unless terminated earlier in accordance with clause 7, until the third anniversary of the commencement of this Agreement when it shall terminate automatically without notice.

2.2 The parties may agree in writing to extend the term of this Agreement including the duration and terms of the extension.

3. Confidentiality

3.1 Neither party shall disclose to any person, other than their own employees, officers, directors or agents having a reasonable need to know same (and those of their affiliated companies), any Confidential Information that has been disclosed to it by the other party, directly or indirectly, nor use same in any way either during the term of this Agreement or at any time thereafter without the express written authority of the other party, and to promptly return all Confidential Information on termination of this Agreement and on written request by the other party.

3.2 This clause will survive the expiry or termination of this Agreement.

4. Cambridge English Educational Partner Scheme

4.1 The Institution will adopt Cambridge course materials and/ or examinations to achieve the following minimum requirements:

	Cambridge Materials	Cambridge Exams
Year 1	550	550
Year 2	550	550
Year 3	550	550

4.2 Subject to the Institution meeting the requirements under clause 4.1 and complying with its obligations under this Agreement, Cambridge:

- (a) agrees to provide the Institution the Promotional Benefits;

- (b) hereby grants a non-exclusive, non-transferable, revocable licence for the duration of this Agreement to use:
 - (i) the Designation; and
 - (ii) the Logo
- 4.3 The licences granted to the Institution under clause 4.2(b) are personal to the Institution and may not be transferred, sold, passed to or otherwise shared with a third party without the express written consent of Cambridge.
- 5. **Permitted Uses of the Designation and Logo**
- 5.1 The Institution shall be entitled to use the Designation and/or Logo subject to the following terms and conditions:
 - (a) The Designation and/or Logo may only be used in connection with the Institution's use of Cambridge Materials and Cambridge Exams in its English language teaching programme (the **Programme**);
 - (b) The Institution may only use the Logo in accordance with the Logo guidelines and for the following applications:
 - (i) on publicity documents and other promotional material relating to the Programme;
 - (ii) on press advertising that relates specifically to the Programme;
 - (iii) on web pages that relate specifically to the Programme;
 - (iv) on administrative material relating specifically to the Programme, or to Cambridge, or
 - (v) on promotional goods (e.g. pens, pencils, mugs, etc.) associated with the Programme, provided that such items are given away and not sold, and are of appropriate quality and consistent with Cambridge's brand and image, subject at all times to prior written approval from Cambridge of the proposed use.

in each case provided such uses strictly relate to the adoption, sale and /or promotion of the Cambridge Materials or otherwise reference Cambridge. No other uses of the Logo are permitted.
- 5.2 The Logo must be used in the format and proportions shown in Schedule 1, in accordance with any guidelines or instructions Cambridge provides and each reproduction of the Logo must include Designation.
- 5.3 The Institution must not use a copy of the Logo derived from any other source.
- 5.4 The uses detailed in clause 5.1(b) above are permitted subject at all times to the condition that the use in question does not state or imply endorsement by Cambridge of the Institution's

other activities, including but without limitation approval of the quality of teaching or other services provided by the Institution.

- 5.5 Upon expiry or termination of this Agreement, the Institution shall immediately cease use of the Designation and the Logo and shall remove all existing uses of the Designation and Logo, including from its materials, systems and records.

6. Prohibited Uses of the Designation and Logo

- 6.1 Use of the Logo for any of the following applications is expressly prohibited:

- (a) on any certificate, invoice or other financial document;
- (b) on letterhead, business cards or other stationery;
- (c) as part of an e-mail template or in any other electronic form other than as part of a web page as described in subsection 5.1(b) above.

- 6.2 The Institution warrants, undertakes and agrees that:

- (a) it will use the Logo and Designation in such a manner that their distinctiveness and reputation is maintained and do nothing which may bring Cambridge into disrepute;
- (b) it will not do or permit to be done any act which would be likely to jeopardise the ownership by Cambridge of the Logo, including by using them as part of the name or logo of the Institution including in the manner described in clause 6;
- (c) it will not use or seek to register any mark or name the same or confusingly similar to the Cambridge Logo; and
- (d) all goodwill in the Cambridge Logo arising from use of the Cambridge Logo and/or the Designation shall belong to Cambridge and shall be assigned to Cambridge on request.

7. Termination

- 7.1 Cambridge shall have the right at any time to terminate this Agreement immediately by giving written notice to the Institution in the event that it:

- (a) it commits a material breach of any of its obligations under this Agreement and shall not have remedied such breach (if capable of remedy) within fourteen (14) days of being required by Cambridge to remedy the breach by notice in writing;
- (b) it commits any act or omits to do anything which causes Cambridge any adverse publicity or negative press;
- (c) it ceases or threatens to cease to carry on business, or is unable to meet its debts as they fall due, has an order made or a resolution passed for its winding-up, has an administrator, receiver or manager appointed or circumstances arise which entitle a court of competent jurisdiction to make such an order in respect of it; or makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

- (d) there is a change of control of the Institution.
- 7.2 Without affecting any other right or remedy available to it, Cambridge may terminate this Agreement on giving not less than three (3) months' written notice to the Institution.
8. **General terms**
- 8.1 The terms of this Agreement are governed by English law and subject to jurisdiction of the English courts.
- 8.2 This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language version shall prevail.
- 8.3 The parties will pay all of their own costs related to the intentions and terms of this Agreement, except as may be otherwise agreed between the parties in writing.
- 8.4 Nothing in this Agreement shall be construed as creating a joint venture, partnership, a contract of employment, the relationship of supplier and purchaser or a relationship of principal and agent between the parties.
- 8.5 Neither party shall disclose the terms of this Agreement or make any announcement relating to this Agreement or its subject matter without the prior written approval of the other party.
- 8.6 This Agreement represents the entire agreement of the parties with regard to the use of the Designation and of the Logo and supersedes any prior agreement or discussions with respect to its subject matter.

Signed by the duly authorised representatives of the parties

Arunachalam Thinnayam Krishnamurthy

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Arunachalam Thinnayam Krishnamurthy
Country Head, South Asia

14 July 2025

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(date)

for and on behalf of

Cambridge University Press & Assessment

Dr Pradeep Kumar Sharma

.....

Dr Pradeep Kumar Sharma
Registrar

16 July 2025

.....

(date)

for and on behalf of

University of Engineering and Management

Schedule 1 - The Logo



Electronic Record of Contracts

This document was generated as a record of certain contracts created, accepted and stored electronically.



Summary of Contracts

This document contains the following contracts.

Title	ID
eSignature request from Cambridge (6863820c1482ee4437f7ba0c)	a703ff04-7d2a-45bf-9599-27f39b33aa6b

Contracts signed by:

Arunachalam Thinnayam Krishnamurthy		Signer ID:	10645558-58ce-45ef-95f9-90e42844c7aa
		Email:	arunachalam.tk@cambridge.org
Date / Time:	Jul 14, 2025 at 1:15 PM EDT		
IP Address:	223.187.114.93		
User Agent:	Mozilla/5.0 (Linux; Android 10; K) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/138.0.0.0 Mobile Safari/537.36 EdgA/138.0.0.0		

Dr Pradeep Kumar Sharma		Signer ID:	6a619c06-fe18-4591-8a65-b277833c4135
		Email:	pradeepk.sharma@uem.edu.in
Date / Time:	Jul 16, 2025 at 5:25 AM EDT		
IP Address:	14.195.19.210		
User Agent:	Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/18.5 Safari/605.1.15		