



**SOCIMEP**  
Sociedad Científica Médico Estudiantil Peruana



## KAPLAN & SOCIMEP

### MARKETING SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** ( the “Agreement”) is entered into October 1, 2016 ( the “Effective Date”, by and between Kaplan, Inc. acting through its Kaplan Test Prep and Admissions Division ( “KAPLAN”) with offices at 1440 Broadway, New York, New York 10018 and Sociedad Científica Médico Estudiantil Peruana (“SOCIMEP”) with offices at Jr. Sergio Bernales 770, Cercado de Lima, Lima, Peru.

**WHEREAS**, SOCIMEP desires to provide certain benefits for its membership and offer services and products to its membership at discounted rates.

**WHEREAS** KAPLAN is the leading provider of preparation services for standardized tests and educational services including preparation for the USMLE.

**WHEREAS**, each party wishes to provide the other party with certain services to expand mutual cooperation and support between organizations, enhance offerings to members/visitors and develop mutually beneficial opportunities.

**WHEREAS**, the executors and regulators of this Agreement: by Kaplan will be the Regional Director of Kaplan Medical Latinamerica and by SOCIMEP will be a coordinator chosen by the President of SOCIMEP; they will be responsible for coordinating all aspects mentioned in the agreement.

**NOW THEREFORE**, the parties for good and valuable consideration, the receipt of which are hereby acknowledged, and intending to be legally bound hereby, agree as follows:

#### SECTION 1. SERVICES

##### A. Services Provided by Kaplan

1. Discount. KAPLAN will offer a 10% discount off standard pricing of USMLE options, at least 4 months or more of Deluxe, 3 months or more of CenterPrep or any Online courses, to SOCIMEP members and students defined as members of SOCIMEP.

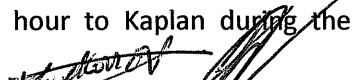
a) Kaplan reserves the right to modify the list of discounted courses mentioned above at its sole discretion.

b) Kaplan reserves the right to modify the discount at its sole discretion base on changes to the national pricing of these courses.

c) SOCIMEP members shall enroll or register for the preparation services through and Authorized Kaplan Medical Agent for Peru.

5. Conferences. SOCIMEP will include KAPLAN on Regional Scientific Meetings if so request KAPLAN. KAPLAN may host admissions and/or test prep strategy sessions and provide materials in the form of flyers, brochures, and other collateral promoting KAPLAN's test prep services.

6. Communication. SOCIMEP is committed to providing communications to KAPLAN between Kaplan and University authorities associated, leaving them conditioned to their availability and willingness.

7. Conferences. SOCIMEP will provide one academic hour to Kaplan during the Scientific Regional Meeting and III Ordinary General Assembly. 

8. Conferences. SOCIMEP will provide to Kaplan <sup>two</sup> ~~one~~ academic hour at the Scientific National Congress, and the appearance of its logo in materials promoting the event before, during and after the Congress. Such academic hour will be free entry for both students and doctors interested in the event.

9. Conferences. SOCIMEP will provide opportunities for KAPLAN experts to conduct workshops and seminars in classrooms at the faculties of medicine from SOCIMEP partners, being the classroom conditioned to the authorization from the university authorities. SOCIMEP hold these events for the benefit of its members for free.

## SECTION 2. INTELLECTUAL PROPERTY

2.1 Subject to the terms and conditions of this Agreement, SOCIMEP hereby grants KAPLAN a limited, non-exclusive, royalty-free, worldwide license to use SOCIMEP's service marks, trade names, logos or other commercial or product designations for the purposes set forth in this Agreement and specifically approved in writing in advance prior to use in each case. Kaplan acknowledges that any use of the SOCIMEP's name and logos and SOCIMEP's other service marks, trade names, and logos (hereinafter, the "SOCIMEP's Marks") pursuant to this Agreement shall inure to the benefit of SOCIMEP.

2.2 Subject to the terms and conditions of this Agreement, KAPLAN grants SOCIMEP a limited, non-exclusive, royalty-free, worldwide right to use the KAPLAN's service marks, trade names, logos or other commercial or product designations ( "KAPLAN MARKS") for the purposes set forth in this Agreement and specifically approved in writing in advance prior to use in each case. KAPLAN reserves the right to require changes in any of SOCIMEP's uses of the KAPLAN Marks, and SOCIMEP agrees to comply with KAPLAN's requirements.

2.3 Upon the termination of this Agreement, each party will immediately cease all use of the other's Intellectual Property Rights.

## SECTION 3. TERM: TERMINATION

a) The "Term" of this Agreement begins on the Effective Date and ends on October 1<sup>st</sup>, 2018 with SOCIMEP, unless terminated earlier under this Agreement. This Agreement may be terminated by either party in the event of a material breach of the terms of this Agreement by the other party. If a material breach occurs, the breaching party will first be given written notice of the breach and the opportunity to cure the breach within 30 days after the date of the notice. If the breaching party fails to cure the breach within the applicable period, the non-breaching party may immediately terminate this Agreement upon written notice to the breaching party.

2. Course Scholarships. KAPLAN will provide to SOCIMEP (1) scholarship of 100% discount off the full retail price of all CenterPrep, Deluxe, Classroom Anywhere courses of Step 1 and Step 2CK for a total value of no more than \$11,000. University officials may choose the scholarship candidate and submit one name or redemption per year from July 1<sup>st</sup> to June 30<sup>th</sup> each year. SOCIMEP acknowledges and agrees that the scholarships shall not be sold or otherwise distributed other than as specially set forth in this Agreement or approved by Kaplan.

3. Complimentary Events. SOCIMEP will provide opportunities for KAPLAN's experts to hold on-site workshops and seminars in mutually agreed upon locations for members interested in pursuing advanced education. SOCIMEP may hold these events for the benefit of its members free of charge, or charge admission, in its sole discretion.

4. Articles. KAPLAN will provide a minimum of 1 article to post on SOCIMEP blog/website/newsletter prior to each university presentation of a Kaplan Medical representative covering a variety of topics including USMLE strategies, US medical residencies, admissions content, and general test taking, and application advice. Articles will attribute KAPLAN and will include a KAPLAN logo or appropriate promotional graphic.

5. Donation. KAPLAN will donate a total of 2 Medical Essential books to SOCIMEP in support of one event per semester held on the campus or hospital during a full calendar year.

6. Sponsorship. Kaplan will sponsor economically 3 Regional Scientific Meeting of SOCIMEP with \$50 dollars each.

7. Sponsorship. Kaplan will sponsor economically with \$50 dollars for a Research Protocols Contest by members of SOCIMEP.

8. Sponsorship. Kaplan will sponsor economically with \$100 dollars to the Scientific National Congress of SOCIMEP.

9. Scientific Contact. Kaplan will facilitate contacts with teachers interested in research in places where Kaplan has headquarters in the USA.

10. Website. Kaplan Medical will place SOCIMEP banner or title on KAPLAN's website or at KAPLAN's Latin America Facebook.

B. Services provided by SOCIMEP.

1. Member benefit. SOCIMEP will list KAPLAN as a member benefit on website, new member materials, newsletter, or any location benefits are listed.

2. Dedicated emails. SOCIMEP agrees to send at least four dedicated emails on KAPLAN's behalf to its students / alumni email distribution list. KAPLAN and SOCIMEP will work together to determinate the appropriate content and timing of the email.

3. Email Newsletters. KAPLAN will be featured in SOCIMEP's reoccurring e-newsletters to students/alumni distribution list. Newsletters will include a KAPLAN logo, information about the discount, and any other relevant content.

4. Website. SOCIMEP will place KAPLAN banner or title on SOCIMEP's website [www.socimep.net](http://www.socimep.net) KAPLAN will be responsible for providing updated file to PARTNER on a regular basis.

b. This Agreement will automatically renew for successive one year Term unless either party provides written notice of its intent not to renew at least 90 days prior to the expiration of that Term.

#### SECTION 4. INSURANCE

Each part shall carry and maintain in force at all times relevant hereto insurance of the types and minimum coverage amounts as required to conduct its business and will provide evidence of the same upon request. This includes Workers' Compensation and Employer Liability coverage, Commercial General Liability coverage, and Business and Automobile coverage.

#### SECTION 5. EXCLUSIVITY

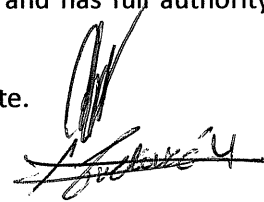
During the Term of this Agreement, SOCIMEP will not enter into any similar relationship with any other provider of USMLE test preparation or tutoring services.

#### SECTION 6. MISCELLANEOUS


The parties are independent contractors, and nothing in this Agreement shall be construed to create a joint venture, partnership, agency or employment relationship between them. Each party represents and warrants to the other party that the person signing this Agreement is authorized to execute this Agreement on behalf of that party and has full authority to bind that party accordingly.

The parties have executed this Agreement as of the Effective Date.

Changes: ° CenterPrep to In Center  
\* Deluxe to Center + live  
▲ 4 months on demand + live on live



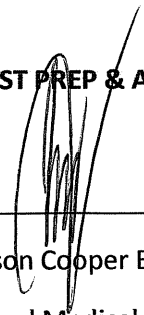
SOCIMEP

By:  DATE: 1/OCTOBER/2016

Name: Aleksandar Cvetkovic Vega

Title: President of Sociedad Científica Médico Estudiantil Peruana- SOCIMEP

#### KAPLAN TEST PREP & ADMISSIONS

By:  DATE: 1/OCTOBER/2016

Name: Judson Cooper Epperly

Title: Regional Medical Manager of Latin America