TECHNICAL ANNEX (d)

TAILOR MADE PROGRAMS AGREEMENT

(hereinafter "TM")

BETWEEN

IED ISTITUTO EUROPEO DI DESIGN S.p.A. (hereinafter referred to as IED), headquartered in Milan - Italy, via Bezzecca No. 5, r P.I. 02943730156, in the person of Mr Emanuele Soldini, Academic Director, Authorized Representative

AND

_Non – profit organization of high education «Moscow Art-Industrial Institute» (MAII), in the person of Mr Egorov Alex, Rector

(together the "Parties").

Considering that

a) the Parties, seeking to improve understanding between their respective academic institution and to establish mutually beneficial collaborations, benefiting their students, have agreed to sign a Memorandum of Understanding, on September 01 2014, as a first step toward achieving these shared goals;

b) the signers of the present agreement declare that they are entitled to adequate proxy powers to represent the respective parties' interests;

c) in particular, both Parties mean to share the respective know-how, competencies and resources in order to hone the shared initiative with the objective of developing and training young professionals and entrepreneurs in the field of Graphic and Illustration design;

d) IED is interested in developing MAII at the specific request of MAII from September 01 2014 to September 01 2015

the Parties agree and stipulate as follows:

1) the conditions stated above represent an integral and essential part of the present agreement

2) Educational Programme

(a) The details concerning the educational programme are listed in the attached prospectus "Educational programme". This document is integral and essential part of the present agreement. Even if in respect of the total number of hours agreed, IED Direction retains the right to make possible changes to the educational programme before or during the course without this meaning an alteration of the technical content of the course already approved by MAII

(b) Tailor –made programs are based on the needs of the MAII that will have to specify the following information:

- course level (Basic, Intermediate, Advanced);
- topics/subjects;
- best period;
- length (day/days, week/weeks, total training hours);
- number of participants;
- language required;
- IED seat required;
- Further service requested (airport pick-up, accommodation, interpreter, didactic tools, etc.)

3) Validity of the Agreement
The present agreement shall be valid for the 2014/2015 Academic Year

4) Duration of course and subsequent editions
IED shall organize, (example: from November 2nd to December 2nd, 3 simultaneous editions per week, for a total of 12 mini-workshops, each lasting 15 hours. Each mini-workshop shall be delivered for a single section comprising of 20 students.)

5) The students' enrolment to the course will be made official as soon as the duly filled out enrolment forms gets to IED.

6) In total autonomy, IED will manage:
   - The use of the labs and corresponding equipment;
   - The educational calendar;
   - The choice of the professors, considering that all lessons must be held in English.
   - The management of the planned technical visits.

7) As for the behavioural and general security norms within the IED campuses, the students will be asked to read and accept the specific regulation of the IED campus before the beginning of the course.

8) At the end of the course each student will receive a final IED Certificate of attendance.

9) The present agreement can be cancelled at any moment by one of the two parties not later than. In such a case, the withdrawing party will have to communicate to the other party the withdrawal via conventional certified mail (return receipt requested).
If both parties agree, the present agreement can be renewed for future editions not later than September 01 2014
The Parties declare to mutually avail themselves of the exclusivity right concerning the course described in the present agreement which will be lost in case the agreement is no more renewed.

10) As for anything not mentioned in the present agreement, the parties refer to the behavioural norms of the Italian civil code.

11) The present agreement can be object of a registration only in case of use; the corresponding costs will be at the expenses of the party which will have asked for it.

12) The law ruling the present agreement is the Italian law.

13) For any controversy caused by a different interpretation or execution of the present agreement, the two Parties will first of all try to reach an agreement on a friendly transaction out of court. Should this not be possible, the controversy will be exclusively and fully handled by the Forum of Milan.

14) IED, on the basis of the objectives and contents of the present agreement meant as a supply of services for which IED is directly responsible, commits itself to implement the present agreement following its usual and well known diligence and efficiency standards. On its turn MAII commits itself to supply IED with all its expected and possible support. In this way, both Parties commit themselves to allow all the conditions needed for a right execution of the present agreement.

15) Any agreement between the Parties different from the present one must be registered ad substantiam in a written form.

Milan,……

On behalf of
IED Istituto Europeo di Design S.p.A

Mr Emanuele Soldini
Academic Director,
Authorized Representative

On behalf of
MAII

Mr Egorov Alex, Rector

According to the articles 1341 and 1342 of the Italian civil code, all the following clauses will be approved specifically and without distinction: art. 1, art. 2, art. 3, art. 4, art. 5, art. 6, art. 7, art. 8, art. 9, art. 10, art. 11, art. 12, art. 13, art. 14, art. 15, art. 16, art. 17, art. 18, art. 19,art.20.

On behalf of
IED Istituto Europeo di Design S.p.A
Mr Emanuele Soldini
Academic Director,
Authorized Representative

On behalf of
MAII

Mr Egorov Alex, Rector

In the fulfilment of the directive CEE 93/13, as such and if applicable, as well as according to the senses and effects of the articles 1469 bis and ss. of the Italian Civil code introduced by the article 25 of the Law of the Italian Republic 6.2.96 number 52, MAII and IED expressively declare that all the clauses contained in the present agreement have been individually examined and mutually agreed and that the acceptance of such clauses occurs in the complete awareness of the operating and judicial consequences deriving from them after a detailed and joint examination of each single clause.

On behalf of
IED Istituto Europeo di Design S.p.A

Mr Emanuele Soldini
Academic Director,
Authorized Representative

On behalf of
MAII

Mr Egorov Alex, Rector