

DRAFT AGREEMENT

This agreement herein after referred to as "Agreement" is made on 10th day of MAY 2010.

BETWEEN

EdCIL (India) Limited , a company registered under the Companies Act 1956 and a Public Sector Undertaking affiliated to the Ministry of Human Resource Development, Government of India and having its registered office at 10-B, Indraprastha Marg, New Delhi - 110 002 and corporate office situated at EdCIL House, 18-A, Sector 16-A, NOIDA - 201 301 [U.P.], hereinafter to be referred to as "EdCIL" of the first part which expression shall include its legal successors and permitted assigns.

AND

Jawaharlal Nehru Technological University Kakinada formed by an Act of Government of Andhra Pradesh hereinafter to be referred to as "JNTU Kakinada" of the second part which expression shall include its legal successors and permitted assigns.

WHEREAS, EdCIL is a nodal agency for arranging admission and placement of foreign student(s) to pursue study and training in Indian educational institutions.

AND WHEREAS, JNTU Kakinada offers various courses in Engineering, Technology, Management, Sciences and Pharmacy.

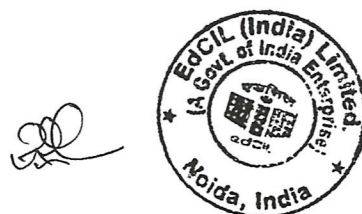
NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties as follows:

SECTION A

OBLIGATIONS OF EDCIL (INDIA) LIMITED

1. On receipt of requests for admission from sponsoring agencies / Self-Financing Students(s), EdCIL after initial scrutiny, will forward the application of eligible candidates to JNTU Kakinada, for determination of eligibility and grant of provisional admission.

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KAKINADA-533 003



2. Upon receipt of provisional admission for a student from JNTU Kakinada, EdCIL shall arrange clearances, if required, from the Ministries of External and Home Affairs, Government of India for entry and stay of the student in India.
3. EdCIL shall receive the Institutional Economic Cost (IEC) and Student Cost (SC) from sponsoring agency / Self-Financing Student(s). Upon receipt of the same, EdCIL shall remit the Institutional Share to JNTU Kakinada against invoice raised by JNTU Kakinada, by deducting its service charges. This disbursement of Institutional Share to JNTU Kakinada shall be done on a yearly/semester basis, at the commencement of the academic year/semester in Indian Rupees at the exchange rate at which the remittance has been received. The SC will be directly paid to the students.
4. Institutional Share will be remitted by EdCIL upon receiving documentary evidence from JNTU Kakinada of eligibility, provisional admission certificate and State Government clearances, if required. EdCIL shall receive semester-wise / annual progress report of each student admitted to JNTU Kakinada for onward transmission to the sponsoring agency / parents of Self-Financing Student(s).
5. EdCIL, after consultation with JNTU Kakinada, shall inform the sponsoring agency / parents of Self-Financing Student(s) of any bridge courses, which may be required, on a case to case basis. On concurrence of the sponsoring agency / parents of Self-Financing Student(s), EdCIL will remit the cost of the same to JNTU Kakinada, which shall be over and above the IEC.
6. EdCIL shall keep foreign funding agencies informed about the educational facilities available at JNTU Kakinada from time to time.

SECTION B

OBLIGATIONS OF JNTU Kakinada

1. JNTU Kakinada shall conduct the courses in accordance with the approved syllabi of University. The details of courses to be offered by JNTU Kakinada and eligibility requirement for admission thereto shall be made available to EdCIL by March 31 of each year.
2. JNTU Kakinada from the State Government, if required. This will include academic eligibility and provisional admission. Upon receipt of the placement request from EdCIL, JNTU Kakinada will, along with documentary evidence, intimate the same expeditiously to EdCIL.
3. JNTU Kakinada shall provide reasonably good hostel accommodation to the student(s) with facilities agreed upon in writing.


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4. JNTU Kakinada shall raise invoice (s) on EdCIL, towards Institutional Economic Cost as per the agreed amount, in respect of student (s) admitted, giving detailed particulars of the student (s), course to which admitted, year of invoice and the progress report for the previous academic year.
5. JNTU Kakinada shall send to EdCIL six monthly/ annual progress report of each student placed by EdCIL, along with the invoice for IEC. However, adverse performance like prolonged absenteeism, indiscipline, etc shall be reported to EdCIL immediately.
6. JNTU Kakinada shall provide a provisional Certificate to each student at the end of the course and arrange to send the Degree directly to the student concerned within one year after the completion of course requirements. JNTU Kakinada will also forward a copy of all the certificates to EdCIL.
7. JNTU Kakinada shall send every year, a statement of accounts of Institutional Economic Cost of all individual students admitted through EdCIL at JNTU Kakinada and shall also submit supporting documents relating to disbursement/expenditure, wherever required.
8. JNTU Kakinada shall promptly inform EdCIL regarding the joining and leaving of each foreign student.
9. JNTU Kakinada shall provide medical facilities for routine ailments to the foreign students, the cost of which shall be included in the Institutional Economic Cost. Any medical assistance or treatment of a specialized nature for such student(s) sponsored by a Foreign Government / Funding Agency shall be arranged for by JNTU Kakinada, the cost of which shall be reimbursed to JNTU Kakinada by the sponsoring/funding agency through EdCIL on submissions of claim with bills.
10. All the Foreign students will have to abide by the regulations and discipline of the JNTU Kakinada and any major disciplinary action that arises resulting in the expulsion of the student will be done in consultation with EdCIL.
11. JNTU Kakinada shall take appropriate steps for ensuring that there is no ragging of foreign students in the College/Hostel and strict disciplinary action will be taken against any such happening.
12. JNTU Kakinada shall nominate a Foreign Students Advisor for foreign students who shall provide all necessary information to students.
13. JNTU Kakinada shall indicate the Institutional Economic Cost (IEC) to EdCIL in US Dollars. Such IEC shall be applicable for all the foreign students who are admitted under this MOU during their entire course of study. The IEC from the academic year 2010-2011 onwards, until revised, shall be as given hereunder:


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Course	Institute's Share (US\$)	EdCIL's Service Charges (US\$)		Institutional Economic Cost per Student Per Annum (Institute's share+ EdCIL Service Charges) (US\$)	
		10% of Institute's Share for the First Year	5% of Institute's Share for the Subsequent Years	First Year	Subsequent Years
As per Annexure - `A'					

[Please note that if the hostel is not within the campus, the college has to arrange for the transport of the students from hostel to college and back. If the students are asked to arrange for their own transport, the cost incurred by them shall be reimbursed by the College / Institute].

The Institutional Share includes the following expenses:

- Course Tuition Fee,
 - All initial university charges like eligibility fee, admission fee, regular examination fee etc.,
 - Campus facilities,
 - Local Industrial visits,
 - Hostel accommodation (room rent) and Mess establishment [exclusive of mess fee],
 - Water/electricity charges,
 - Medical facility through the institute's dispensary.
14. Any changes in the Institutional Economic Cost that may be agreed upon by EdCIL and JNTU Kakinada shall be incorporated as an amendment to this Agreement. However, such changes would not affect the student (s) already admitted under the costs stipulated earlier.
 15. JNTU Kakinada shall ensure that the number of intake of foreign students in various courses is as per the norms set by the Government of Andhra Pradesh.
 16. JNTU Kakinada shall not directly deal with foreign students admitted through EdCIL in matters relating to Institutional Economic Cost and other matters that come within the purview of EdCIL as per this Agreement.
 17. JNTU Kakinada shall ensure that the IEC charged from foreign students admitted by JNTU Kakinada directly is not less than the Institutional Share being charged in the case of EdCIL placed foreign students.
 18. JNTU Kakinada shall not directly admit the students sponsored by the Clients previously introduced by EdCIL. In case, the Client approaches the institution directly, such applications should be referred to EdCIL.

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[Signature]



19. In case the students leave the college in the middle of the academic year, the Institutional Economic Cost to be charged by the College shall be proportionate to their period of stay in the College.

FORCE MAJEURE

If due to "Force Majeure" like riots, political disturbances, floods, war-like operations or any other similar reason, it becomes advisable or necessary in the agreed opinion of EdCIL and JNTU Kakinada to terminate work under this Agreement, the Agreement may be terminated at any time by mutual consent in writing. In case the parties do not agree, the Agreement may, under the said circumstances, be terminated by one party by giving 30 days notice in writing to the other party. Such termination will be effective in the matter specified in the said notice and will be without prejudice to the claims which any of the parties may have against the other on the termination of this Agreement in the manner aforesaid.

DURATION AND TERMINATION OF THE AGREEMENT

This Agreement will be valid for a period of 5 years and would be effective from the date of signing of this agreement.

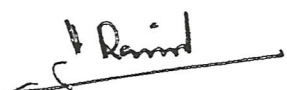
During the period the Agreement is under operation, it can be terminated with the written consent of both the parties or by giving two weeks notice in writing to the other party, who shall have no claim to any damages, or compensation or profit or advantage they might have derived from execution of this Agreement in full. However, students undergoing study as per this Agreement will complete their program and study as per the provision of this Agreement.

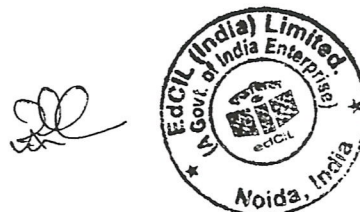
AMENDMENT TO THE AGREEMENT

Should the circumstances arise which call for amendment to this Agreement, these may be made by mutual consent of both the parties in writing. Proposals in this regard from one party shall be given due consideration by the other party.

LIABILITY

Neither party shall be liable for indirect or consequential damages.


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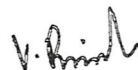


ARBITRATION

Any dispute arising with regard to any aspect of this Agreement or in connection therewith between the two concerned parties to the Agreement shall be resolved as far as possible by mutual discussion & consultations. In case the dispute remains unresolved through consultation, it shall be referred to an Arbitrator, to be appointed in consultation by the two parties involved in the dispute subject to the jurisdiction being Delhi. The award of the Arbitrator shall be binding on both the parties.



FOR AND ON BEHALF OF
EDCIL (INDIA) LIMITED, NEW DELHI
Dr. SHAIK SULEMAN
Dy. General Manager &
Head (Placement & Secondment)
EdCIL (India) Limited
(A Government of India Enterprises)
EdCIL House, Plot No. 18-A, Sector-16-A
Noida-201301 (U.P.), India



FOR AND ON BEHALF OF
JNTU Kakinada
REGISTRAR
J.N.T. University Kakinada
KAKINADA-533 003

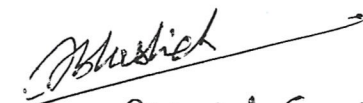
WITNESS:

1



PAMMI KOHLI
DEPUTY MANAGER (PROJECTS)

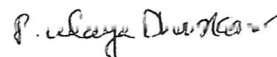
2.



Abhishek Srivastava
Executive - Marketing

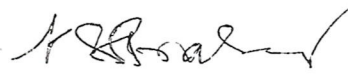
WITNESS:

1.



Director, Foreign Universities & Alumni
Relations

2.



Director of Evaluation

Annexure - 'A'

COURSE	Institute's Share	EdCIL's Service Charges (US\$)		Institutional Economic Cost (Institute's share+ EdCIL Service Charges) per Student Per Annum (US\$)	
		10% of Institute's Share for the First Year	5% of Institute's Share for the Subsequent Years	First Year	Subsequent Years
	(US\$)	(US\$)	(US\$)	(US\$)	(US\$)
B. Tech.	4000	400		4400	4200
M. Tech.	3000	300		3300	3150
MBA	3000	300		3300	3150
M. Pharm.	4000	400		4400	4200
Ph. D.	4000	400		4400	4200

Authorized Signatory with Rubber Stamp

V. Ramul
 REGISTRAR
 J.N.T. University Kakinada
 KAKINADA-533 003

