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BIHPURIA COLLEGE

Article 5 Agreement or Memorandum of an agreement

Not Applicable

(Zero)

BIHPURIA COLLEGE

A E D CO LTD AND T E LTD

BIHPURIA COLLEGE

100

(One Hundred only)



Please write or type below this line

SERVICES AGREEMENT

For

Special Services (Employability) for A] Existing Final Year Students & B] New Degree Apprenticeship Programs by HEI

0008062785

Between

BIHPURIA COLLEGE Bihpuria, Lakhimpur, Assam, Pin-784161

And

ASSAM ELECTRONICS DEVELOPMENT CORPORATION LTD.

Industrial Estate, Bamunimaidan, Guwahati-781021, Assam

And

TEAMLEASE EDTECH LIMITED

903, Western Edge II, Western Express Highway, Borivali (E), Mumbai - 400066

5th day of September 2023







Services Agreement

THIS AGREEMENT is made this 5th day of September 2023, by and between:

(i) **Bihpuria College**, having its headquarters at **Bihpuria**, **Lakhimpur**, **Assam**, **Pin-784161**, hereinafter called the "**HEI**" or the '**First Party**' of the **FIRST PART**.

AND

(ii) **ASSAM ELECTRONICS DEVELOPMENT CORPORATION LTD. (AMTRON),** having its registered office at, Industrial Estate, Bamunimaidan, Guwahati- 781021, Assam, hereinafter called "**Program Manager**" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their administrators, successors in business and permitted assigns) or the 'Second Party' of the Other Part

AND

(iii) **TEAMLEASE EDTECH LTD.,** having its registered office at 903, Western Edge II, Western Express Highway, Borivali (E), Mumbai - 400066 and possessing ROC registration number U80301MH2010PTC211390 hereinafter called "**Technology Service Provider**" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their administrators, successors in business and permitted assigns) or the '**Third Party**' of the Other Part

Where as

- 1. The Technology Service Provider is a Company incorporated under the Companies Act, I of 1956 and is engaged in the business of providing Education Support services for Educational HEIs and Universities.
- 2. The HEI is a UGC approved HEI that has endeavoured to launch programmes that will create employable manpower, which is of crucial importance to the economy of the state and the country.
- 3. The HEI is committed to make learning more effective by application of new technology and innovations.. Further the HEI is committed to provide a wide range of professional and vocational Programs to meet the changing socioeconomic needs, with human values and purposeful social responsibility.
- 4. The Technology Service Provider shall provide its services for all Programs offered by the HEI subject to the terms and conditions hereinafter recorded and agreed to between the parties.
- 5. The Program Manager shall provide program management for all Programs offered by the HEI subject to the terms and conditions hereinafter recorded and agreed to between the parties.

NOW THEREFORE, IN VIEW OF THE MUTUAL PROMISES AND CONSIDERATION SET OUT HEREIN, the Technology Service Provider and the HEI (each individually a "Party"

Notices

(a) Any notice required to be given by any party hereto to the other under this Agreement or in law shall be issued in writing and sent either by facsimile, email, registered post acknowledgement due or by hand delivery at the details given below:

Party of the First Part (College)

Address:

The Principal

Bihpuria College

Bihpuria, Lakhimpur, Assam, Pin-784161

Email address:

bihpuriacollege@yahoo.in/hazarika.amulya@yahoo.in

Party of the Second Part (SUPPORT SERVICE PROVIDER)

Address:

The Managing Director,

Assam Electronics Development Corporation Limited,

(AMTRON)

Industrial Estate, Bamunimaidan, Guwahati- 781021, Assam

Email address:

md@amtron.in

Party of the Other Part (TECHNOLOGY SERVICE PROVIDER)

Address

: The CEO,

TeamLease Edtech Ltd, 903, Western Edge II, WE Highway, Borivali East, Mumbai - 400066

Email address

: edtech@teamlease.com

- (b)A notice to a party must be addressed to that party at the address mentioned above or such other address as may be notified.
- (c)A notice sent by mail or delivered by hand is effective upon receipt.
- (d)A notice sent by facsimile or email is effective upon receipt of confirmation of successful transmission to the recipient unless it transmitted after the close of normal business hours, or on a Saturday, Sunday or a public holiday, in which case it is effective on the opening of business on the next business working day at the intended place of receipt.

IN WITNESS WHEREOF the Parties have by duly authorized representatives set their respective hands and seal on the date first above written in the presence of:

Signed and delivered for and behalf of Bihpuria College	In the presence of:
Signature:	YAz-
Name: Do AK Hazarda Designation: Principal	Signature:
ona, ()	Name: DJ. Rosters BOJON Date: 5/9/2022
Signed and delivered for and behalf of Assam Electronics Development Corporation Limited (ANS)	In the presence of:
Enfitted (AMTRON):	Witness
Signature:	Signature:
Name: GHY-21 GHY-21	Name:
Date:	Date:
Signed and delivered for and behalf of TeamLease EdTech Limited:	In the presence of:
Signature:	Witness
Name: Bapi Debnath	Signature:
Designation: Senior Manager Date: 03/09/2023	Name: Date:
	2000

Annexure B - List of Programs

The list of Programs for which the Technology Service Provider shall provide the said Special Services is provided below. This list may be modified by mutual consent.

Format A - Special Services for Existing Students currently enrolled with the HEI (Final Year Only)

Name of Program	Total Program Fees
All Degree / Diploma / Certification Courses currently run by the HEI	College Course Fee + 12000 (AEDP fee) / course

Format B - Launch of new Degree Apprenticeship (DA) Programs with Special Services

Name of Program	Total Program Fees	
BBA AEDP	Rs. 60,000/-	







Annexure C - Fees Sharing

In consideration of providing the Special Services, the method of payment shall be as follows:

Format A - Special Services for Existing Students currently enrolled with the HEI (Final Year Only)

Existing Program	Fees for the Special Services	Share of the Fees of Technology Service Provider	Share of Fees of the Program Manager
Any Degree / Diploma /	Rs. 12000 (includes	Rs. 10800 (includes	Rs. 1200
Certification Program	government taxes)	government	

Format B - Launch of new Degree Apprenticeship (DA) Programs with Special Services. The fee for the said program shall be decided by the HEI under the advice of the Program Manager and the Technology Service Provider

Student Total Fees Share	Share	HEI	Technology Service Provider	Program Manager
Program Management	10%			Due to PM
Student Mobilization	30%	Due to HEI If student is enrolled by HEI	Due to TSP If student is enrolled by TSP	Due to PM if student is enrolled by PM
Academic Delivery - Classroom	10%	Due to HEI		
Academic Delivery - Online	10%		Due to TSP	
Special Services	40%		Due to TSP	

Other Terms & Conditions:

 Fees Collection Method: A payment gateway will be set up by the Technology Service Provider for Fees Payment and the agreed upon revenue share will be split and deposited in the respective accounts of the HEI, Technology Service Provider & the Program Manager.

 Any other value-added facilities/services without damaging the agreed upon quality and content of the original shall be purely optional for the students.
 Such fees will be charged directly by the Technology Service Provider & Program Manager with mutual consent with the HEI

 All refunds due to student as per Annexure D will be processed by the payment gateway in the same ratio as was received originally

Annexure D - Fee Refund Policy

This fee refund policy is applicable only to Format A. Special Services for Existing Students currently enrolled with the HEI (Final Year Only). Fee refund policy for new courses (Format B) shall be decided jointly by the HEI, Program Manager & Technology Service Provider.

Full Refund

 Student will get a full refund in case the Program is cancelled by the HEI or the Technology Service Provider

 Upon withdrawal from the Program by the student prior to the start date of Special Services offered by Technology Service Provider, a student can claim for a refund of 100%

 Student can claim for 100% refund if s/he is not provided with at least 3 On-job training (OJT) opportunities within 90 days from the day of completion of enrolment

 Family can claim for the 100% fee refund in case of any permanent disability or mortality of the student

Partial Refund

In case the student does not qualify for a full refund, a partial refund can be considered subject to the following deductions

 Failure to attend an interview shall draw the following penalty that shall be deducted from the fee paid, while computing the refund amount

No. of opportunities	Penalty
Not attended 1 interview	10% deduction from paid fees
Not attended 2 interviews	20% deduction from paid fees
Not attended 3 interviews (i.e not a single interview attended)	30% deduction from paid fees

• If the student attends all the given 3 opportunities; however they are not able to secure the offer letter from the employer, the Technology Service Provider will provide 3 additional opportunities to the students as additional service without any additional charge. If student fails to attend an interview, in these new cases, penalties are as follows

No. of opportunities	Penalty
Not attended 1 interview	40% deduction from paid fees
Not attended 2 interviews	50% deduction from paid fees
Not attended 3 interviews	60% deduction from paid fees + 10% towards learning and facilitation
	= 70% deduction from paid fees

 Upon failure to get the employer offer even after appearing for the additional interviews, the student can claim the refund of 30% of the fee paid.





No Refund under following conditions:

- If student refuses to join the On-Job training after they have been selected by the employer
- If student joins and leaves the On-Job training mid way for any reason
- If the student organises his own on-job training and does not opt for the On-Job training from the HEI
- Students shall not be eligible for any refund if the student fails to follow the guidelines/policies/rules mentioned in the Terms and Conditions Annexures while he fills his application form on the Digivarsity Portal

Refund Process:

- All refund requests must be made in writing to the HEI. The HEI in turn shall coordinate with the Technology Service Provider for the same
- A request for a refund does not automatically equate to a full refund of monies paid. Refund shall be subject to the penalties as mentioned above
- Refunds will be processed within 30 days of receiving the written refund request. The Payment Gateway shall be authorised to make the refund to the student and debit the accounts of the three parties accordingly.
- Refunds will be made using the same payment method used for the original payment unless otherwise requested by the student.
- Please note that this refund policy is subject to change at the discretion of the Technology Service Provider
- Students will be notified of any updates or modifications to the refund policy through official communication channels or via Digivarsity app
- By enrolling in any Program(s), students agree to abide by the terms and conditions of this refund policy.





