

**Agreement of Scholarship**  
**Provided by EdCIL India Ltd**

# AGREEMENT

BETWEEN

**EDCIL (INDIA) LIMITED, NEW DELHI**

&

**ADITYA ENGINEERING COLLEGE, SURAMPALEM,  
ANDHRA PRADESH**

This Agreement herein after referred to as "Agreement" is made on the 23<sup>rd</sup> Day of **March, 2016.**

BETWEEN

**EdCIL (India) Limited**, a company registered under the Companies Act 1956 and a Mini Ratna Public Sector Undertaking under the Ministry of Human Resource Development, Government of India and having its registered office at Vijaya Building, 5<sup>th</sup> Floor, 17-Barakhambha Road, New Delhi - 110001 hereinafter to be referred to as "EdCIL" of the first part which expression shall include its legal successors and permitted assigns.

AND

**Aditya Engineering College, Surampalem, Andhra Pradesh** hereinafter to be referred to as "Aditya Engineering College, Surampalem, Andhra Pradesh" of the second part which expression shall include its legal successors and permitted assigns.

Whereas, **EdCIL** is the authorised nodal agency for arranging admission and placement of International Students [Foreign Nationals, Persons of Indian Origins and Non-Resident Indians] to pursue study and training in Indian educational institutions.

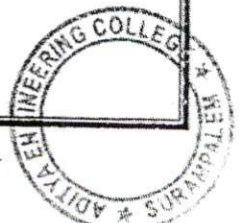
And Whereas, **Aditya Engineering College, Surampalem, Andhra Pradesh** offers various courses in Engineering, Pharmacy, Management, Nursing, Science, Computers etc.

Now, both the parties agree to the implementation of the placement program(s) on the terms and conditions appearing hereinafter.

*S. G. N.*  
PRINCIPAL  
Aditya Engineering College  
SURAMPALEM

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*S. G. N.*  
PRINCIPAL  
Aditya Engineering College  
SURAMPALEM  
*N. S. Ch. Reddy*

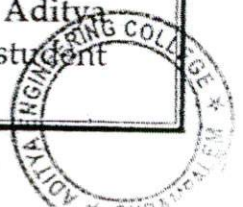




## **SECTION A**

### **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 Aditya Engineering College, Surampalem, Andhra Pradesh for determination of eligibility and grant of provisional admission.
2. Upon receipt of provisional admission for a student from Aditya Engineering College, Surampalem, Andhra Pradesh the clearances shall be arranged by EdCIL, 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:
  - (a) **Scholarship Students:** Upon receipt of the IEC and Student Cost from the Sponsoring Agency, EdCIL shall monitor the engagement of these students at the Universities and remit the Institutional cost and Student Allowances / cost to Aditya Engineering College, Surampalem, Andhra Pradesh from time to time, against invoice raised by University / Institution, by deducting its management service charges from the funds received in respect of the placed students from the sponsoring agency. This disbursement of Institutional Cost to Aditya Engineering College, Surampalem, Andhra Pradesh shall be done on yearly basis, at the commencement of each academic year until the completion of course duration of placed students, in equivalent Indian Rupees at the exchange rate at which the remittance from sponsoring agency has been received. The Student Cost will be directly monitored and paid to the students from time to time.
  - (b) **Self-Financing Student(s):** The applicable Institutional Economic Cost (IEC) in respect of Self Financed Student(s) may be either paid by the Student directly to the Aditya Engineering College, Surampalem, Andhra Pradesh or EdCIL shall remit the Institutional Cost to the Institution/University against invoice raised by Aditya Engineering College, Surampalem, Andhra Pradesh in respect of the Self Financed Student(s) placed by EdCIL (India) Limited. The disbursement of Institutional Share to Aditya Engineering College, Surampalem, Andhra Pradesh by the student





or EdCIL shall be done on annual basis, at the commencement of each academic year until the completion of course duration of placed student(s), in US Dollar or equivalent Indian Rupees.

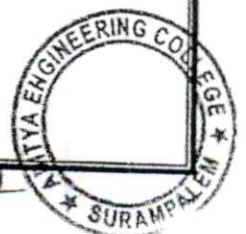
If, EdCIL will remit the Institution Cost to the respective University / Institution, the rate of exchange in case of payment in equivalent Indian Currency, shall be done at which the remittance has been received from student. On the other hand, if the Student will pay the Institutional Cost directly to the University / Institution, the current rate of exchange would be applicable.

**\*\* The Institutional Cost includes the following expenses:**

*Tuition Fee, All additional university charges like application fee, alumni fee, Personality development program fee, academic computing fee, Industrial Tour Charges etc.*

4. Institutional Cost shall be remitted to the respective Aditya Engineering College, Surampalem, Andhra Pradesh by EdCIL upon the receipt of documentary evidence, from University / Institution, of applicant's eligibility, provisional admission certificate and State Government clearances. If required, EdCIL shall be provided with semester-wise / annual progress report, Conduct Report, Attendance Report etc of each student., admitted to respective Aditya Engineering College, Surampalem, Andhra Pradesh for onward transmission to the sponsoring agency (in case of Scholarship students) / parents of Self-Financing Student(s).
5. EdCIL, after consultation with Aditya Engineering College, Surampalem, Andhra Pradesh shall inform the sponsoring agency (in case of Scholarship students) / Self-Financing Student(s), if any bridge course(s) is /are required, for a particular student or a batch of students. Upon the receipt of consent from the sponsoring agency / Self-Financing Student(s), EdCIL shall remit the cost of the added bridge course to the Aditya Engineering College, Surampalem, against invoice raised by the University / Institution, which shall be over and above the IEC.
6. In case of the Placement of scholarship students, EdCIL shall keep foreign funding agencies informed about the upgradation or changes in available educational facilities at Aditya Engineering College, Surampalem, Andhra Pradesh from time to time.

*[Signature]*



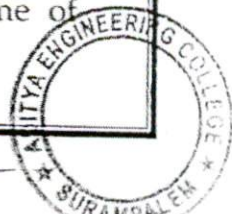


7. EdCIL may offer the opportunity of Brand promotion to the University/ Institution, for which the University / Institution, if agreed, has to pay the amount as requested by EdCIL

## **SECTION B**

### **OBLIGATIONS OF ADITYA ENGINEERING COLLEGE, SURAMPALEM, ANDHRA PRADESH**

1. Aditya Engineering College, Surampalem, Andhra Pradesh shall conduct the courses in accordance with the approved syllabi of University. The details of courses to be offered by Aditya Engineering College, Surampalem, Andhra Pradesh and eligibility requirement for admission thereto shall be made available to EdCIL by March 31 of each year.
2. Aditya Engineering College, Surampalem, Andhra Pradesh shall take clearance from the State Government, if required. This will include academic eligibility and provisional admission of the Scholarship / Self Financed student(s). Upon receipt of the placement request from EdCIL, the Aditya Engineering College, Surampalem, Andhra Pradesh shall, along with documentary evidences like Provisional Admission Offer Letter etc, intimate the same expeditiously to EdCIL.
3. Aditya Engineering College, Surampalem, Andhra Pradesh shall admit no student (Scholarship / SFS) in case of "Absentia". In case, the student fails to produce any original certificate to Aditya Engineering College, Surampalem, Andhra Pradesh in support of his / her admission application form, he / she shall not be admitted to the allotted course / programme.
4. The Aditya Engineering College, Surampalem, Andhra Pradesh may cancel the admission of any student at any stage, if any false or incorrect statement is made or fraudulent means are used for admission.
5. The Aditya Engineering College, Surampalem, Andhra Pradesh shall be solely responsible for verification of the originality of all the certificates / transcripts or other related documents including the nationality certificate submitted by the students at the time of





admission. Neither we nor any official of EdCIL shall be held responsible for it.

6. Aditya Engineering College, Surampalem, Andhra Pradesh shall provide reasonably good hostel accommodation to the student(s) with facilities agreed upon in writing. If the hostel is not available within the Aditya Engineering College, Surampalem, Andhra Pradesh campus, the Institution/University has to arrange for the transport of the students from hostel, availed by the student(s) outside the University campus, to Aditya Engineering College, Surampalem, Andhra Pradesh and back. If the student(s) is/are asked to arrange for own transport, the cost incurred by them on the same shall be reimbursed by the University / Institution.
7. Aditya Engineering College, Surampalem, Andhra Pradesh shall raise invoice (s) to EdCIL, towards Institutional Economic Cost as per the agreed amount, in respect of student (s) admitted, giving detailed particulars of the student (s), course admitted in, year of invoice and the progress report for the previous academic year.
8. Aditya Engineering College, Surampalem, Andhra Pradesh shall send to EdCIL annual progress report of previous year of each student placed by EdCIL, along with the invoice for IEC for the current year. However, adverse performance incidents like prolonged absenteeism, indisciplined acts, etc shall be reported to EdCIL immediately.
9. Aditya Engineering College, Surampalem, Andhra Pradesh 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, subject to the fulfillment of document requirements, if any.
10. Aditya Engineering College, Surampalem, Andhra Pradesh shall send every year; a statement of accounts of Institutional Economic Cost of all individual students admitted through EdCIL at Aditya Engineering College, Surampalem, Andhra Pradesh and shall also submit supporting documents relating to disbursement/expenditure, whenever required.
11. Aditya Engineering College, Surampalem, Andhra Pradesh shall promptly inform EdCIL regarding the joining and, request of change of course or institution etc. of each foreign student.





12. Aditya Engineering College, Surampalem, Andhra Pradesh apart from providing the first aid medical facilities may facilitate for medical insurance coverage to each SFS student enrolled under the terms of this agreement. The cost of said medical insurance may be claimed by the University on annual basis along with the invoice of Institutional Economic Cost. In case of Scholarship students, the Medical Insurance coverage (amount and duration) may be provided with the due consent of the sponsoring agency.
13. All the Foreign students, either Self Financed or Scholarship, will have to abide by the regulations and discipline of the Aditya Engineering College, Surampalem, Andhra Pradesh and disciplinary action, as appropriate, including expulsion of the student, may be affected under prior intimation of 15 days, whenever so possible, to EdCIL (India) Limited.
14. Aditya Engineering College, Surampalem, Andhra Pradesh shall take appropriate steps for ensuring that the induction process is smooth for the student and there is no ragging of foreign students in the College/Hostel premises and strict disciplinary action will be taken against any such happening.
15. (A) Aditya Engineering College, Surampalem, Andhra Pradesh shall nominate a Foreign Students Advisor for foreign students who shall provide all necessary information to students. Where-ever more than 10 foreign students exist, a foreign students club would be set up by Institution/University for cultural exchange and meeting social needs. The same foreign student's advisor shall also be nominated as the nodal person for communicating with EdCIL for each and every placement activity related to the respective University / Institution.
- (B) The University/Institution, as far as possible, shall also engage a Volunteer "Buddy" student each year for the foreign students who would be an informal guide for his assimilation and enhancement of learning.
16. Aditya Engineering College, Surampalem, Andhra Pradesh 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.

EdCIL will also host a foreign student website and helpline number to provide essential information/ assistance on issues of settling down/Visas etc.



17. The University/Institution shall have "foreign students information" button in its website to assist present and potential foreign students.

In case of the Placement of Self Financed Students through EdCIL, the Aditya Engineering College, Surampalem, Andhra Pradesh shall pay to EdCIL the "Foreign Student Placement Fee" as below:

- (A) For the entire period of Study - 5% of total Institutional Cost  
(B) Subsequent Years - NIL

**\*\* The Aditya Engineering College, Surampalem, Andhra Pradesh shall not demand the "Foreign Student Placement Fee" from any of the Self Financed Student placed through EdCIL.**

18. Any changes in the Institutional Economic Cost that may be agreed upon by EdCIL and Aditya Engineering College, Surampalem, Andhra Pradesh shall have effect from prospective dates and be incorporated as an amendment forming integral part of this agreement upon due acceptance thereof by the parties hereto. It is explicitly agreed that such incremental change in the Institutional Economic Cost shall in no manner be applicable to the student(s) already admitted to respective programs / courses under the agreed stipulated costs ie - Yearly Costs/Program Costs/Academic Session Costs thereto, or any and all such cost(s) by whatever name called, which fall within the ambit of Institutional Economic Costs with respect to students admitted to the University. However, if the Costs so quoted and agreed are revised by the Institute in general to the benefit of students, Students so admitted by Aditya Engineering College, Surampalem, Andhra Pradesh under the terms of this agreement, shall be extended such benefit to that extent.
19. Aditya Engineering College, Surampalem, Andhra Pradesh shall ensure that the number of intake of foreign students in various courses is as per the norms set by the State Government.
20. Aditya Engineering College, Surampalem, Andhra Pradesh 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.
21. Aditya Engineering College, Surampalem, Andhra Pradesh shall ensure that the IEC charged from foreign students admitted by Aditya Engineering College, Surampalem, Andhra Pradesh directly is not





less than the Institutional Cost being charged in the case of EdCIL placed foreign scholarship students.

22. Aditya Engineering College, Surampalem, Andhra Pradesh 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.
23. In case the student placed through EdCIL, discontinues the program enrolled in for reasons, whatsoever, the institutional Economic Cost shall be charged by the Aditya Engineering College, Surampalem, Andhra Pradesh in proportion to the period of program elapsed semester wise.

## 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 Aditya Engineering College, Surampalem, Andhra Pradesh 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

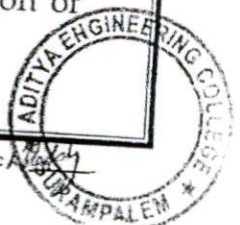
This Agreement will be valid for a period of 5 years and would be effective from the date of signing of this agreement.

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.

*[Signature]*  
PRINCIPAL  
Aditya Engineering College  
SURAMPALAM

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*[Signature]*  
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## 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.

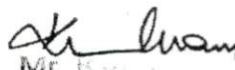
## LIABILITY

Neither party shall be liable for indirect or consequential damages.

## ARBITRATION

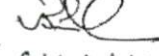
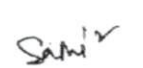
In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996, shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

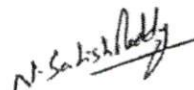
This Agreement is signed on the date appeared hereinafter at NEW DELHI.

  
Mr. K. S. Narayan 23/5/2011  
Executive Director (Technical)  
EdCIL (India) Limited  
(A Government of India Enterprise)  
EdCIL House, Plot 18-A, Sector-18A,  
Noida, Uttar Pradesh, India

FOR AND ON BEHALF OF  
**EDCIL (INDIA) LIMITED,**  
NEW DELHI

WITNESS:

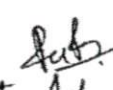
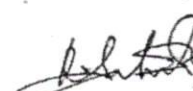
-   
(SHAIK SULAIMAN)
-   
(SAMIR NARULA)

  
N. Sankar




FOR AND ON BEHALF OF  
**ADITYA ENGINEERING COLLEGE,**  
SURAMPALEM

WITNESS:

-   
T. Praveen Administrator Aditya Engineering College
-   
(K. Sankar)

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