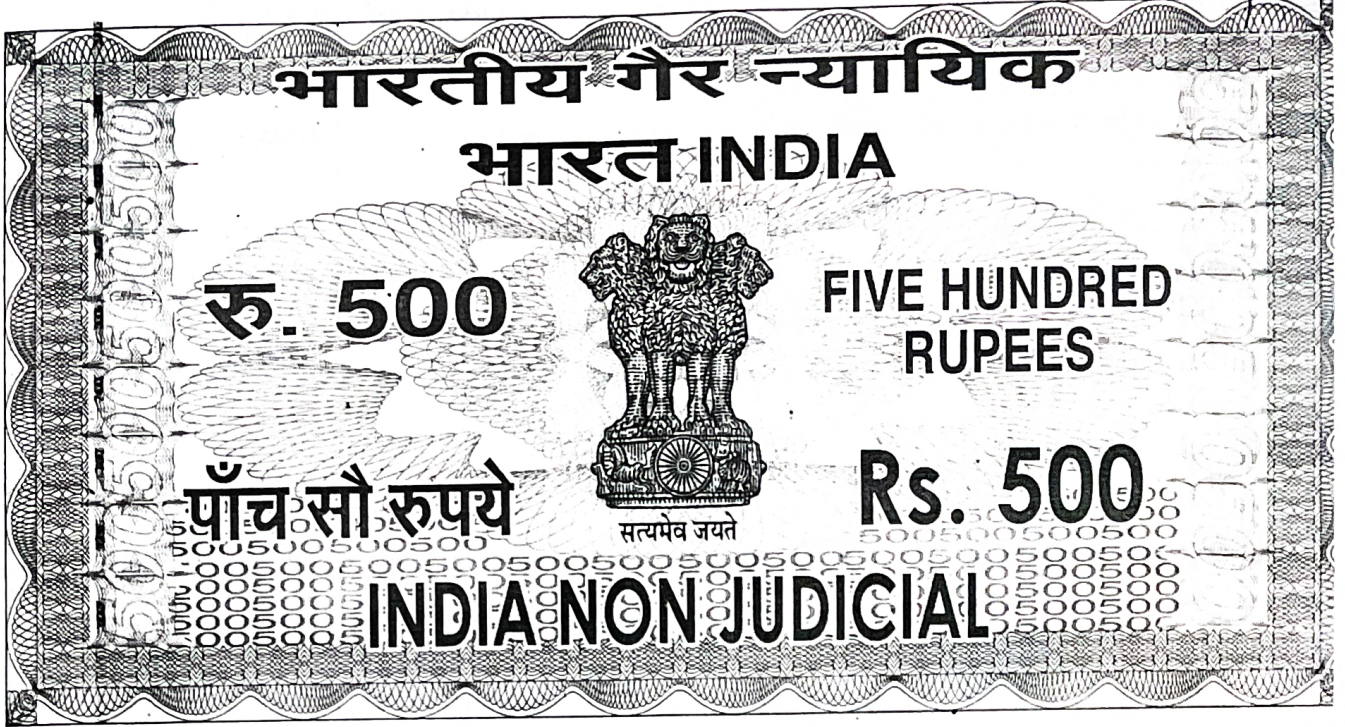


addendum
- Arya



महाराष्ट्र MAHARASHTRA

2023

CM 329845

22 APR 2024

अनु क्र. १८३ दि. मु. रा. नं. ३००

व. म. नं. १८३

द. न. नोदणी करणार आहेत का ? होय / नाही

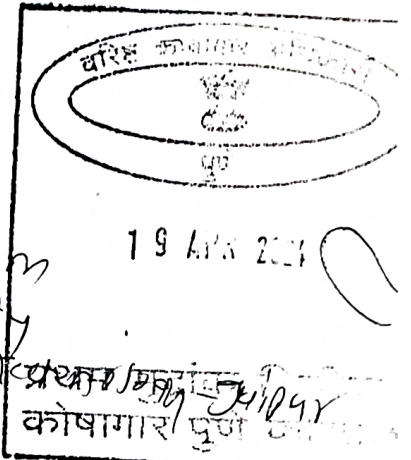
मिळविलेले वर्ग

मु. रा. नं. प्रमाणित प्रमाणित नांव Symbiosis open education

पत्ता Model Colony Pune Society

दुसऱ्या पक्षकरीचे नांव Symbiosis Institute of Engineering & Technology

हस्त लेखनीचे नांव व पत्ता Mutation Khemre - Pune



स. आर्यो जी. पाटीसकर
पश्चात क्र. २२०११३३
२५८/ए. डेकन लिफ्टवॉय
पुणे ४११००४

मुद्रांक विकत घेणाऱ्याची सही

Addendum to Educational Services Agreement

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांचा कारा
मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापर व घेण्यासाठी

This Addendum ("Addendum") is made on 20th February 2024 by and between Symbiosis Open Education Society, a Society registered under Societies Registration Act, 1860 bearing Registration No: MAH/806/2008/Pune and a Charitable Trust registered under Bombay Public Trust Act, 1950 bearing Registration No: F/23939, having its registered Office at Symbiosis Bhavan, 1065-B, Gokhale Cross Road, Model Colony, Pune – 411016, hereinafter referred to as "Client" (which expression shall, unless repugnant to the subject or context or meaning hereof, be deemed to include its trustees, successors, and assigns) of the One Part;



and (Arya Institute of Engineering & Technology (AIET), Jaipur, Rajasthan.), registered under the (Contractor Registration Act), having its office at (Arya Institute of Engineering & Technology (AIET), Jaipur, Rajasthan.), through its (Dr. Himanshu Arora, Designation: Director/ Principal, and Contact Information: 9001992256: tnp@aryaiaipur.com,)), hereinafter referred to as "Contractor" which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include its successors) of the Second Part.

This Addendum ("Addendum") is forming part of the Educational Service Agreement dated (24 March 2023), the same EDUCATIONAL SERVICE AGREEMENT is renewed hereby by both the parties with mutual consent of both the parties the same shall be for a period of 3 years from 1st April 2024 to 31st March 2027

1. Background:

Whereas, the Parties entered into an Educational Services Agreement dated (24 March 2023), which is due to expire on 31st March 2024, and

Whereas, the Parties desire to extend the term of the Agreement for an additional period of three (3) years, commencing from 1st April 2024 to 31st March 2027.

(*****)

2. Nomenclature Change:

The nomenclature for the centers established under the MOU (24 March 2023), previously referred to as "Learner Support Centre," shall be changed to "Student Support Centre" (SSC). All references to "Learner Support Centre" in the MOU shall be replaced with "Student Support Centre (SSC)."

3. Commercial Terms

In consideration of the mutual covenants and conditions herein contained, the commercials are revised, Refer Annexure – 1 (page no 4) of this addendum.

4. TENURE

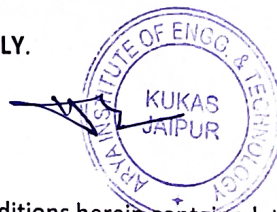
The Agreement is valid up to 31st March 2027 ONLY.

5. NON-DISCLOSURE AGREEMENT

In consideration of the mutual covenants and conditions herein contained, the parties hereto agree to sign the NDA. Refer Annexure – 2.

6. In consideration of the mutual covenants and conditions herein contained, the commercial invoice format is given in Annexure – 3. Contractor is requested to submit the payment details in given format only Refer Annexure – 3.

7. Agreement:



Now, therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

The term of the Educational Services Agreement dated (24 March 2023) is hereby extended for an additional period of three (3) years, commencing from **1st April 2024 to 31st March 2027**.

All other terms and conditions of the Educational Services Agreement dated (24 March 2023) shall remain in full force and effect during the extended term unless expressly modified by this Addendum.

This Addendum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be duly executed by their authorized representatives as of the date first above written.

For and on behalf of Symbiosis Open Education Society (Client):

(Signature)

Name: Mr. Ashish Limgire

Designation: Deputy Registrar

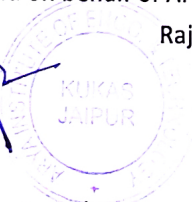


**For and on behalf of Arya Institute of Engineering & Technology (AIET), Jaipur,
Rajasthan. (Contractor):**

(Signature)

Name: (Dr. Himanshu Arora)

Designation: (Director/ Principal)



Commercial for the period 1st April 2024 to 31st March 2027

For all programs offered at Client including CPGDBA, PG Diploma, PG Certificate, Certificate Programs, Diploma Programs, etc. as per list attached.

i) Payment to the Students support Centre (Contractor)			
Incentive on Application Form Sale Per Form			
National Students			₹ 500
International Students			\$ 25
Incentive on Course Fee per student after conversion to confirmed admission and receipt of Full course Fee			
Incentive on Course Fee per student after conversion to confirmed admission and receipt of Full course Fee (only applicable for 2 years and 1 years course and not for 1-6 months courses)	Slab-1	1-20 Admissions	Rs.2000/-
Incentive on Course Fee per student after conversion to confirmed admission and receipt of Full course	Slab-2	21-200 Admissions	10 %
Incentive on Course Fee per student after conversion to confirmed admission and receipt of Full course	Slab-3	200 onwards Admissions	15 %

i) Payment for Personal Contact Classes (PCP)- (Contractor)

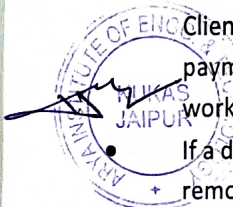
PCP will be conducted as per the schedule designed. The Contractor should make available the infrastructure to conduct PCP.

Remuneration Per Classroom Per Day	Rs. 2,000/-
Remuneration to Coordinator Per Day	Rs. 2,000/-
Remuneration to Peon Per Day	Rs. 500/-

- ii) Service Fee for services rendered by Contractor in accordance with Old MOU agreement Annexure A will be calculated per Successfully Administered Exam/Test at a rate that is based on the Assessment Exam/Test Duration as per the following table:

Remuneration per exam conducted (student present for exam)	Rs. 100/-
---	------------------

- Unsuccessful Exam/Test will not be considered in the calculations.
- If a Post Exam/Test Printout is required by the Program, applicable charges at actuals, as per A4 printout handed over, will be added to the calculations by Contractor.
- Contractor will calculate all Successfully Administered Exams/Tests in a calendar month and send an invoice with an accompanying statement to Client within 7 working days of next month.
- Client will verify the invoice and statement sent by Contractor and will match it with Client records and if no discrepancy/error is found in the same, Client will release payments to Contractor after deducting tax at source (TDS) as applicable after 25th working days of receiving such invoice.
- If a discrepancy/error is found, Client and Contractor will collaborate expeditiously to remove the discrepancy/error and the invoice will be processed for payment thereafter.



- The rates mentioned are exclusive of service tax, if any, applicable.

1. INCOME TAX DEDUCTIONS (TDS) AND ALL OTHER SUCH DEDUCTIONS WILL BE APPLICABLE TO ALL PAYMENTS, WHETHER AT SOURCE OR OTHERWISE. GST WILL BE PAID SEPARATELY WHEREVER APPLICABLE.
2. The incentive shall be payable on the program fee upon actual collection of fees and shall be calculated per admission cycle.
3. Registered students whose admissions are cancelled; the incentive will be deducted from the payable amount.
4. You may please refer below sample format for inquiries handled, to be sent on daily basis to Client. (i.e. scdl.SSC@scdl.net).

Sr. No.	Date	Name	Email	Ph.	Program	Form no.
1	1-June-yyyy					
2	2-June-yyyy					
3	3-June-yyyy					

5. Client will reconcile the sales of the Contractor on monthly basis. Any discrepancy during reconciliation will be intimated to concerned centers and payment for any disputed numbers will not be processed.
6. No incentive will be paid to any Contractor, for selling any hard copies of the Application form through the Contractor in person or through Postal or Courier Services. Contractor must sell the application form online through their respective form sale links provided by Client, ONLY.

Note:

- Application form sale will be online ONLY. Contractor will ensure that student purchase the form through the provided UTM link for sale of form and assist the student to complete the admission process online and upload the documents online on Client website Apply Online portal.
- Application Form fee incentive, shall be paid subject to form is sold by contractor, through their respective UTM link.
- Contractor shall not sell application form, after the last date of admission, as communicated by Client.
- Incentive will be applicable in the sequence of admissions done for active students ONLY.
- For student whose admission is cancelled, irrespective of course fee paid / not, No amount is paid.
- Incentive for international students will be in INR. \$ Rate applicable will be as per Client policy.

Kindly note that, as per RBI circular no. DBOD.AML BC.NO. 47 / 14.01.001, w.e.f. April 1, 2012, the validity of Demand Draft has been slashed down to 3 months from the date of issue. AS SUCH, Contractor WILL HAVE TO ENSURE THAT DEMAND DRAFTS SHOULD REACH SCDL WITHIN 60 DAYS FROM THE DATE OF ISSUE OF SAID DEMAND DRAFTS. ANY DEMAND DRAFT RECEIVING AFTER 60 DAYS FROM THE DATE OF ISSUE, WILL NOT BE CONSIDERED FOR PROCESSING FURTHER DOCUMENTATION.

Also, please note the following:

- DD is duly signed by bank authorities and punched. DD date is clearly visible and it should not be expired. DD's Drawee Bank should always be PUNE. Co-operative



banks DD are not accepted.

- DD with any kind of alterations shall not be accepted, not even if the bank authority corrects it.

For and on behalf of Symbiosis Open Education Society (Client):

(Signature)



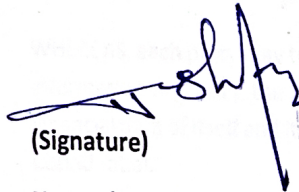
Name: Mr. Ashish Limgire

Designation: Deputy Registrar



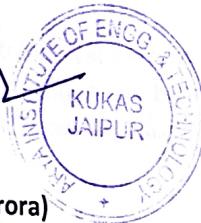
**For and on behalf of Arya Institute of Engineering & Technology (AIET), Jaipur,
Rajasthan. (Contractor):**

(Signature)



Name: (Dr. Himanshu Arora)

Designation: (Director/ Principal)



NON-DISCLOSURE AGREEMENT

This AGREEMENT is made and executed on 01 April 2024, by and between Arya Institute of Engineering & Technology (AIET), Jaipur, Rajasthan., a company incorporated in _____, having its registered / corporate office at Arya Institute of Engineering & Technology (AIET), Jaipur, Rajasthan. (Hereinafter referred to as "**Contractor**"),

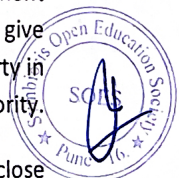
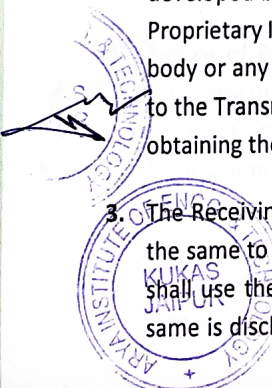
And

Symbiosis Open Education Society, a public charitable trust registered under the Maharashtra Public Trust Act, and a society registered under the Societies Registration Act, 1860 having its Registered and Corporate Office at at Symbiosis Bhavan, 1065-B, Gokhale Cross Road, Model Colony, Pune – 411016 (hereinafter referred to as "**Symbiosis**").

WHEREAS, each party may transmit and receive, certain information of the other party which may include information regarding the identity, plans, business models, technical products and services, clients and Financial data of itself and its customers which information the Transmitting Parties deem Proprietary and Confidential.

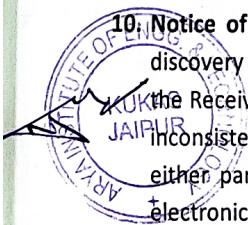
NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. **Proprietary Information:** For the purpose of this Agreement, the term "**Proprietary Information**" shall mean and include any information whatsoever in written, oral, documentary or any other form, relating to the subject matter referred above which is received by one party ("**Receiving Party**") from the other party ("**Transmitting Party**"). Information that is disclosed only orally or visually shall not be considered Proprietary Information unless such oral and visual information is confirmed in writing by the Transmitting Party as being proprietary or confidential within thirty (30) calendar days after such oral or visual disclosure. For 30 days from disclosure, oral or visual information will be provided with the same protection as provided to Proprietary Information under this Agreement. Proprietary Information shall, without prejudice to the meaning assigned to it elsewhere in this Agreement, inter-alia includes notes, extracts, analysis or materials prepared by the Receiving Party which are copies of or derivative works of the Proprietary Information, or from which the substance of the Proprietary Information can be inferred or otherwise understood.
2. **Exclusions of Proprietary Information:** Information shall not be deemed Proprietary Information, and the Receiving Party shall have no obligation with respect to any such information, if such information (i) is or hereafter becomes publicly known through no wrongful act, fault or negligence of the Receiving Party; (ii) is received by the Receiving Party without restriction and without breach of this or any other Agreement from a third party entitled to so disclose it; (iii) is approved for release by written authorization of the Transmitting Party; (iv) is independently developed by the Receiving Party who had no direct or indirect access to, or knowledge of, such Proprietary Information; or (v) is required to be disclosed under any order of a court, Government body or any other statutory authority; provided Receiving Party make reasonable efforts to give to the Transmitting Party a written notice of such disclosure and cooperate Transmitting Party in obtaining the injunction order, if any, and disclose to the court or Government body or authority.
3. The Receiving Party shall keep the Proprietary Information strictly confidential and not disclose the same to any third party without prior consent of the Transmitting Party. The Receiving Party shall use the Proprietary Information received hereunder solely for the purpose for which the same is disclosed or as may be agreed between the Parties. The Receiving Party shall not make



any copies, in whole or in part, machine readable or otherwise, of the Proprietary Information except for copies to be distributed to employees and/or agents on a need to know basis, and who have agreed to maintain the confidentiality of this Proprietary Information and in case of computer programs, copies for back-up and archival purposes.

4. All tangible information including, but not limited to, drawings, formulae, processes, specifications, photographs, documents, samples, models, machines, tools, software/firmware, machine-readable media of any kind and other information submitted hereunder, including business information, shall remain the property of the Transmitting Party. Upon completion by the Receiving Party of the purpose for which the Proprietary Information was disclosed, or upon written request by the Transmitting Party, whichever first occurs, the Receiving Party shall promptly return to the Transmitting Party all tangible forms of the Proprietary Information, including any and all copies and partial copies, whether machine readable or otherwise, and shall destroy all intangible copies and partial copies whether machine stored, machine readable or otherwise and an officer of the Receiving Party shall provide the Transmitting Party with a written certification as to such destruction.
5. Nothing contained in this Agreement shall be construed as:
 - i. Requiring the Transmitting Party to disclose to the Receiving Party any particular information
 - ii. Granting to a party a license, either express or implied, under any patent, copyright, trade secret or other intellectual property rights, now or hereafter owned, obtained or licensed by the Transmitting Party;
 - iii. Creating warranties of any kind in connection with any particular information;
 - iv. Constituting or implying any representation or commitment as to the development or availability of commercial products, features or services; or
 - v. Soliciting any business or organization changes or incurring any obligations of any kind not specified herein.
6. The Receiving Party will not utilize any such Proprietary Information to develop products or produce articles for its own or another uses, or to develop products or produce articles sold or offered for sale or otherwise transferred or offered for transfer to anyone other than the Transmitting Party, without its written consent.
7. **Term:** This Agreement shall be valid and effective for 01 (one) year from the date of execution hereof or the consummation of the Purpose of the Agreement, whichever occurs later. Obligations of the Parties under this Agreement shall remain valid and enforceable for 02 (two) calendar years from the date of expiry of the Agreement.
8. **Law and Jurisdiction:** This Agreement shall be interpreted and the rights of the parties determined under the laws of India. Courts situated at Pune, Maharashtra, India shall have exclusive jurisdiction to try to and decide matters arising out of or in relation to this agreement.
9. **Equitable Relief:** The Receiving Party acknowledges that damages will be difficult to ascertain in the event of a breach of this Agreement, and agrees that an injunction may be obtained by the Transmitting Party to protect its rights hereunder, without limiting other rights and remedies the Transmitting Party may have.
10. **Notice of Breach:** The Receiving Party shall notify the Transmitting Party immediately upon discovery of, or suspicion of (i) Any unauthorized use or disclosure of Confidential Information by the Receiving or Transmitting Party; (ii) Any actions by the Receiving Party or Transmitting Party inconsistent with their respective obligation under this Agreement. Any notices to be given by either party to the other will be sufficiently given if delivered personally or transmitted by electronic mail or facsimile or if sent by registered mail, postage prepaid, to the Parties at their respective addresses, or any other addresses as the parties may notify to the other from time to time in writing. This notice will be deemed to have been given at the time of delivery if delivered



in person or transmitted by electronic mail, facsimile, or within 03 (three) business days from the date of posting if sent by registered mail.

11. This Agreement supersedes any prior oral or written understandings and constitutes the entire agreement between the parties with respect to its subject matter, and no modification, amendment or waiver thereof shall be effective unless in writing and signed by both parties.
12. Each person executing this Agreement warrants and represents that he or she has the authority to enter into this Agreement on behalf of the party whose name appears above their signature.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement and caused it to be effective as of the date first written above.

For and on behalf of Symbiosis Open Education Society (Client):

(Signature)



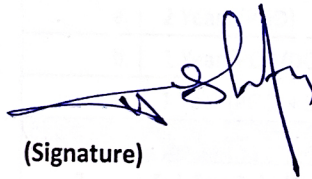
Name: Mr. Ashish Limgire

Designation: Deputy Registrar



**For and on behalf of Arya Institute of Engineering & Technology (AIET), Jaipur,
Rajasthan. (Contractor):**

(Signature)



Name: (Dr. Himanshu Arora)

Designation: (Director/ Principal)



Mode of Payment (Select any one)

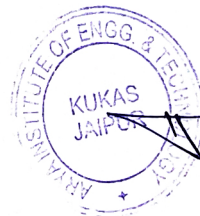
Name of SSC

☒ **By Cheque**, in favour of _____

☒ **By NEFT**, refer below details

Account holders name	Account no.	IFSC Code	Bank Name

Note: Incentive will be applicable in the sequence of admissions done for respective programs for active students ONLY. No incentive shall be processed in case full fee is paid and student admission is cancelled or provisional irrespective of course fee is paid or not. However, application form fee incentive shall be paid subject to the form is sold by Student Support Centre, through their respective UTM link. Incentive for international students, if any, will be in INR. Dollar Exchange Rate will be as per CDL policy



Kindly attach the details in following format:

1. Details of Students for each form sold by SSC. Amount for which the Invoice is being raised, (e.g., Application Fee, Full Fee only) failure to which the incentive will not be disbursed for the raised Invoice. Incentive will be applicable in the sequence of admissions done for respective programs for active students ONLY. No incentive shall be processed in case full or partial fee is paid, student admission is cancelled or provisional irrespective of course fee is paid or not. However, application form fee incentive shall be paid subject to the form is sold by BA, through UTM link or detailed informed through official mail communication.

Sr. No.	Form no.# (Sold by SSC)	Fee Type		Program	AF Incentive per student	A- Incentive for applied for 1st to 20 Active confirm students (1-6 months courses not include in this slab)	B-Incentive for applied for 21 st to 200 Active confirm students (10%)	C-Incentive applied for 201 st & onward active confirm students (15%)	Total Payable amount AF+A+B+C=D
		Applicat-ion Fee (AF)	Full Fee (FF)						
1	42015	₹ 1,200	₹ 58,000	PGDBA	₹ 500	₹ 2000/-			₹ 2500/-
2									
3									
4									
5									
6									
Total Fee					₹ 500	₹ 2000/-			
Final Payable Amount									₹ 2500/-



Appendices – 2

(SSC-Code / AY Year/ Bill No.)

Invoice No.	xxx ABCD / AY xxxx / 01
Date	DD/MM/YYYY

SSC Name

Address _____
City, State _____
Country _____
Contact No. _____
Email ID _____
PAN No. _____
GST No. _____

Bill To:
Symbiosis Centre for Distance Learning
Symbiosis Bhavan, 1065 B,
Gokhale Cross Road, Model Colony,
Pune – 411016, Maharashtra, India
Phone: +91-20-25700000

Invoice for PPC Conducted– xxxx to xxxx

Date:	Course	No of Students attended	Faculty Name & Contact no: Who conducted PCP	PCP Conducted	Amount
	PGDBA	25	Dr X Y Z 8888888888	Remuneration Per Classroom Per Day	Rs. 2,000/-
				Remuneration to Coordinator Per Day	Rs. 2,000/-
				Remuneration to Peon Per Day	Rs. 500/-
				Remuneration Per Classroom Per Day	Rs. 2,000/-
				Remuneration to Coordinator Per Day	Rs. 2,000/-
				Remuneration to Peon Per Day	Rs. 500/-
				Total Amount	*****

Signature:

For (Name of the SSC)

Authorized Signatory

Institute Seal & Stamp

Mode of Payment (Select any one)

Name of SSC

☒ By Cheque, in favour of _____

☐ By NEFT, refer below details

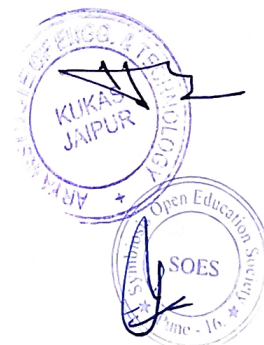
Account holders name	Account no.	IFSC Code	Bank Name

Note: Incentive will be applicable in the sequence of PCP conducted by SCDL for respective programs. Kindly attach the forms given in **Annexure A** (Appendices 2, Appendices 3 & Appendices 4) with this invoice for billing.

Address _____
City, State _____
Country _____
Contact No. _____
Email ID _____
PAN No. _____
GST No. _____

Bill To:
Symbiosis Centre for Distance Learning
Symbiosis Bhavan, 1065 B,
Gokhale Cross Road, Model Colony,
Pune – 411016, Maharashtra, India

Phone: +91-20-25700000



☒ **By Cheque**, in favour of _____

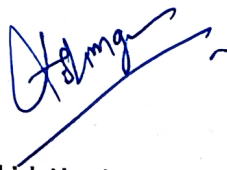
☒ **By NEFT**, refer below details

Account holders name	Account no.	IFSC Code	Bank Name

Note: Incentive will be applicable in the sequence of PCP conducted by SCDL for respective programs. Kindly attach the forms given in **Annexure B** (Appendices 11) with this invoice for billing.

For and on behalf of Symbiosis Open Education Society (Client):

(Signature)



Name: Mr. Ashish Limgire

Designation: Deputy Registrar



**For and on behalf of Arya Institute of Engineering & Technology (AIET), Jaipur,
Rajasthan. (Contractor):**

(Signature)



Name: (Dr. Himanshu Arora)

Designation (Director/ Principal)

