

AGREEMENT

Between

EdCIL (India) Limited, New Delhi
&
**Jawaharlal Nehru Technological University,
Anantapur, Andhra Pradesh**

This agreement herein after referred to as "Agreement" is made on
19th July 2013

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, Anantapur, Andhra Pradesh hereinafter to be referred to as "**JNTU, Anantapur**" 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 International Students [foreign Nationals, Persons of Indian Origins and Non-Resident Indians] to pursue study and training in Indian educational institutions.)


AND WHEREAS, **JNTU, Anantapur** offers various courses in Engineering, Technology and Management in Under Graduate, Post Graduate and Doctoral Programs.

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





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REGISTRAR
J.N.T.U. Anantapur
ANANTAPUR, ANDHRA PRADESH - 515002

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, ANANTAPUR** for determination of eligibility and grant of provisional admission.
2. Upon receipt of provisional admission for a student from **JNTU, ANANTAPUR**, 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 sponsoring agency / Self-Financing Student(s). Upon receipt of the same, **EdCIL** shall remit the Institutional Share to **JNTU, ANANTAPUR** against invoice raised by **JNTU, ANANTAPUR** by deducting its service charges. This disbursement of Institutional Share to **JNTU, ANANTAPUR** 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, ANANTAPUR** 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, ANANTAPUR** for onward transmission to the sponsoring agency / parents of Self-Financing Student(s).
5. **EdCIL**, after consultation with **JNTU, ANANTAPUR** 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, ANANTAPUR** which shall be over and above the IEC.
6. **EdCIL** shall keep foreign funding agencies informed about the educational facilities available at **JNTU, ANANTAPUR** from time to time.

SECTION B

**OBLIGATIONS OF Jawaharlal Nehru Technological University, Anantapur,
Andhra Pradesh**

1. **JNTU, ANANTAPUR** shall conduct the courses in accordance with the approved syllabi of University. The details of courses to be offered by **JNTU, ANANTAPUR** and eligibility requirement for admission thereto shall be made available to **EdCIL** by March 31 of each year.
2. **JNTU, ANANTAPUR** shall take clearance from the State Government, if required. This will include academic eligibility and provisional admission. Upon receipt of the placement request from **EdCIL**, the **JNTU, ANANTAPUR** will, along with documentary evidence, intimate the same expeditiously to **EdCIL**.
3. **JNTU, ANANTAPUR** shall provide reasonably good hostel accommodation to the student(s) with facilities agreed upon in writing.
4. **JNTU, ANANTAPUR** 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, ANANTAPUR** 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, ANANTAPUR** 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, ANANTAPUR** will also forward a copy of all the certificates to **EdCIL**.
7. **JNTU, ANANTAPUR** shall send every year, a statement of accounts of Institutional Economic Cost of all individual students admitted through **EdCIL** at **JNTU, ANANTAPUR** and shall also submit supporting documents relating to disbursement/expenditure, wherever required.
8. **JNTU, ANANTAPUR** shall promptly inform **EdCIL** regarding the joining and leaving of each foreign student.

9. **JNTU, ANANTAPUR** 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 by **JNTU, ANANTAPUR** the cost of which shall be reimbursed to **JNTU, ANANTAPUR** 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, ANANTAPUR** and any major disciplinary action that arises resulting in the expulsion of the student will be done in consultation with **EdCIL**.
11. **JNTU, ANANTAPUR** 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, ANANTAPUR** shall nominate a Foreign Students Advisor for foreign students who shall provide all necessary information to students.
13. **JNTU, ANANTAPUR** 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 2013 2014 onwards, until revised, shall be as given hereunder:

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 Year
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:

- 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, ANANTAPUR** 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, ANANTAPUR** shall ensure that the number of intake of foreign students in various courses is as per the norms set by the State Government.
16. **JNTU, ANANTAPUR** 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, ANANTAPUR** shall ensure that the IEC charged from foreign students admitted by **JNTU, ANANTAPUR** directly is not less than the Institutional Share being charged in the case of **EdCIL** placed foreign students.
18. **JNTU, ANANTAPUR** 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**.
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, ANANTAPUR** 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.

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.

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



Handwritten signature

Handwritten signature

CSHAIK S. K. (Signature)
FOR AND ON BEHALF OF 19/07/13
EDCIL (INDIA) LIMITED, NEW DELHI

SHAIK SURESH AN
Deputy General M.
Head (Placement)
EdCIL (India)
(A Government of In
Ed. CIL House, 1F,
Noida-201301)



WITNESS:

1. *(Signature)*
(KULDEEP KOMAR SANDHO)
2. *Samir*
(SAMIR NARULA)

(Signature)
FOR AND ON BEHALF OF
**JAWAHARLAL NEHRU TECHNOLOGICAL
UNIVERSITY, ANANTAPUR,
ANDHRA PRADESH**
REGISTRAR
J.N.T.U. Anantapur
ANANTHAPURAMU-515002

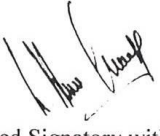
WITNESS:

1. *(Signature)*
Dr. B. Uma Maheswar Gowd
Director of Admissions
JNT University Anantapur
ANANTAPUR
2. *(Signature)*
Prof. M. VIJAYA KUMAR
Professor in EEE &
Director FA & AM
JNT University Anantapur,
ANANTHAPURAMU - 515 002 (A.P.)

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\$)
B.Tech (4 Years)	4000	400	200	4400	4200
M.Tech (2 Years)	3000	300	200	3300	3150
MCA (3 Years)	3000	300	200	3300	3150

Note: The above fees do not include the hostel accommodation, mess fees and other university development charges .


Authorized Signatory with Rubber Stamp

REGISTRAR
J.N.T.U. Anantapur
ANANTHAPURAMU-515002