



महाराष्ट्र MAHARASHTRA

ज्या कारणासाठी एखादी मुद्रा खरेदी केला त्यांनी त्याच दिनांकात त्याच कारणासाठी मुद्रा खरेदी केल्यापासुन ६ महिन्यात वापरणे दुरुकारण. 2020 BC 615674

अनु.क्र. 210 दि. 24/4/21 मु.शु.रकम 400/-  
 वस्तुचा प्रकार अग्रीस  
 वस्तु पोलीस कोषागार आहेत का? होय/नाही.  
 भिळकतीचे वर्णन  
 मुद्रांक विवरण पेशावाचे नांव टॅलेज्ज एज्युकेशन व्हॅचर्स प्रा. लि.  
 पत्ता आवडिक - ७५२१  
 मुद्राच्या पत्रकाराचे नांव डॉ. ए. व्ही. एन्ड्रुजेशनल & रिसर्च इन्स्टीट्यूट  
 हस्त लेखकीचे नांव व पत्ता डॉ. दोरगडे - फ्ले 30  
 ए.स. जी. आठल्ये  
 परवाना क्र. 2209004  
 904, नारायण पेट, पणे-30

वरिष्ठ कोषागार अधिकारी  
 पुणे  
 06 APR 2021  
 प्रथम मुद्रांक लिपीक कोषागार पुणे करिता

**AGREEMENT BETWEEN DR. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE, AND TALENTEDGE EDUCATION VENTURES PVT. LTD. , WITH RESPECT TO OFFERING TECHNOLOGY & SERVICES TO STUDENTS OF ONLINE PROGRAMME**

This Agreement is made on 14<sup>th</sup> day April of Two thousand and Twenty one between Dr. M.G.R. Educational and Research Institute (Deemed to be university) having its campus at Periyar E.V.R. High Road, Viswasa Nagar, Maduravoyal, Chennai, Tamil Nadu 600095, India, a deemed to be University under section 3 of the UGC act, 1956 by the Ministry of Human Resource Development of the Union Government, hereinafter called the "First Party" which is represented by its Registrar, which term shall include the successors, nominees, assignees, authorized persons, employees, on the one part,

C. B. Palanivelu



AND

**Talentedge Education Ventures Pvt. Ltd.**, is a company (Corporate Identity No. U74900MH2015PTC262490) registered under Companies Act 1956 with registered office Address: 7<sup>th</sup> Floor, Bhaveshwar, Arcade, LBS Marg, Ghatkopar (West), Mumbai- 400086, India which is represented by Mr. Nilesh Lodayekar, herein after called the "Second Party", which shall include the successors to the office of the CFO, their authorized directors, shareholders, assignees, nominees, liquidators on the other part.

Hereinafter both the parties jointly will be referred to as "parties" and establish the agreement as follows:

**Whereas:**

- DR. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE has decided to provide academic programs through online using technology, internet, and both based on relevant regulations in force time to time.

- TALENTEDGE EDUCATION VENTURES Pvt. Ltd. has agreed to provide technology support to Dr. M.G.R. Educational and Research Institute's for the Online Programs of DR.

M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE

- Talentedge Education Ventures Pvt. Ltd. would provide technology support to DR. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE in regard to student enrolment, licensing of multimedia/online courses, digital content creation as per approved syllabus, technical training for faculty as and when required, aid in internet-based delivery and student management services to all the students enrolled into all the Online Programs offered by DR. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE as mutually agreed in writing by both the parties periodically.

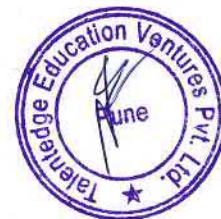
## 1. General Provisions

### Scope of this Agreement

Both parties recognize and acknowledge that the present Agreement is solely an arrangement to facilitate technology and coordination between DR. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE & Talentedge Education Ventures Pvt. Ltd. for providing admissions support to online programs, and delivery of the Programs via technology, internet or both.

This agreement shall not amount to a Franchisor-Franchisee relationship.

*C. B. Laxmivelu*



Talentedge Education Ventures Pvt. Ltd. has exclusive rights to support the University with technology and Services in helping the University solicit, enroll students and deliver all the courses under the Directorate of Online Programs offered by DR. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE.

## 2. Definitions

In this agreement, unless the context otherwise requires, the following terms shall have the meaning assigned to them with the normal grammatical variation.

“First Party” or “University” and/or “DR. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE” means Dr. M.G.R. Educational and Research Institute who is a party to this agreement.

“Educational Technology Service provider” or “Second Party” and/or “Talentedge” means Talentedge Education Ventures Pvt. Ltd, who is a party to this agreement providing technology support to DR. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE for Online Programs.

“Programs” means all the Programs offered by the Directorate of Online Programs of DR. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE and for which approvals have been received from UGC

“Education Technology Online Learning Platform” or ‘Platform’ means the digital platform offered to deliver Programs offered by the Directorate of Online Programs Dr. M.G.R. Educational and Research Institute, by Talentedge Education Ventures Pvt. Ltd..

Under this agreement, the term “Students” means all students who are pursuing the Online Programs under the Directorate of Online Programs of DR. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE who have either enrolled or undergoing academic sessions.

## 3. Obligations of the Education Technology Service Provider (Talentedge Education Ventures Pvt. Ltd.)

Talentedge Education Ventures Pvt. Ltd. will assist DR. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE in soliciting and enrolling students in its Online Programs via the domain name [www.drmgronline.ac.in/](http://www.drmgronline.ac.in/) supported by Talentedge Education Ventures Pvt. Ltd.

a. The domain name [www.drmgronline.ac.in/](http://www.drmgronline.ac.in/) shall exclusively facilitate enrolment and offer Online delivery to all the students of the Directorate of Online Degree Programs of Dr. M.G.R. Educational and Research Institute.

b. The domain name [www.drmgronline.ac.in/](http://www.drmgronline.ac.in/) shall facilitate the student's

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admission to all the offline and online support centers of DR. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE in association with Talentedge Education Ventures Pvt. Ltd.

c. The domain name www.drmgronline.ac.in/ will be linked to the main website of DR. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE, i.e., www.drmgrdu.ac.in

d. Direct all the students to pay the fees at the time of admission to the payment gateway

e. Provide Technology Support Services to DR. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE in all pre-admission and post-admission services to all the students enrolling for Online Programs from India or abroad, under this agreement on the basis of specific requirements of each program as agreed mutually between the parties.

f. Provide adequate Technology Support Services, through internet marketing, search engine, social media, through offline information offices, and other means, as per agreed guidelines, to DR. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE to promote the programs and solicit students to pursue Programs under this agreement.

g. Perform all activities as mentioned in this entire agreement only for students who are covered, under in this agreement.

h. Will provide e-learning materials with technology to study for all of Online Programs in association and approval from Dr. M.G.R. Educational and Research Institute.

i. Talentedge Education Ventures Pvt. Ltd. will fulfill all the terms of this MoU irrespective of the number of students enrolled for the Program.

#### 4. Obligations of Dr. M.G.R. Educational and Research Institute

a. Will provide to Talentedge Education Ventures Pvt. Ltd. the list of Online Programs offered by DR. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE with applicable fees. This list will contain a detailed curriculum and description of the programs.

b. Timely approve the content and materials proposed to be used by the Second Party towards the marketing and promotional services to be provided under this Agreement.

c. Ensure that the terms and conditions under this Agreement and Programs

C. B. Palanivelu



covered under this agreement are in compliance with the rules and regulations in force.

d. Ensure that it shall not directly or indirectly engage the services of any other service provider for providing the same or similar services for India or outside India.

e. Will provide to Talentedge Education Ventures Pvt. Ltd. the content of application forms, prospectus, etc., for the programs to be conducted as per the approval of the UNIVERSITY from time to time.

f. Will provide adequate space at the University premises to select personnel of Talentedge

g. Shall finalize the examination dates and intimate it to Talentedge Education Ventures Pvt. Ltd. well in advance.

h. Shall issue identity cards to students who have been admitted /registered for the programs

i. Shall issue Program Completion Certificate/s and Degrees, Diplomas, and Certificates as required for the students on successful completion of the programs.

j. Shall nominate a Responsible Officer / Faculty as a Single Point of Contact.

k. Shall give advertisements for Online Programs.

l. Shall conduct examinations, which includes preparation of Question papers, evaluation and declaration of results.

## 5. Course Administration

All processes involved for the Online Programs, such as selection of candidates, admissions, teaching, examination, evaluation and certification, etc., of the candidates, shall be carried out by DR. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE.

Talentedge Education Ventures Pvt. Ltd. would be solely responsible for providing technical support and action of all these activities.

a) Talentedge Education Ventures Pvt. Ltd. will offer technology support in collating and scrutiny of each student admission form for further confirmation of admission to the student of DR. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE

b) Online Learning Platform of the University shall be to enroll students via a dedicated user id and password. Talentedge Education Ventures Pvt. Ltd. will provide relevant technology support services.

*c. B. Palanivelu*



## 6. Examination

- a. Dates and schedule of Examinations for the programs shall be announced by DR. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE at appropriate time during the semester.
- b. The Venues of Examinations, evaluation of answer scripts and Centres for practical shall be determined by the University.
- c. Talentedge Education Ventures Pvt. Ltd. will provide all Technology Support to DR. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE and provide administrative support pertaining to examination, such as collecting, collating the examination application forms facilitating the students to remit the Examination fees and related actions to DR. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE.
- d. For conducting examination through Online mode, Talentedge Education Ventures Pvt. Ltd. is responsible for the online infrastructure as specified by the authorities and also the cost of Online Proctoring invigilators.

## 7. Commercial Terms

All fees mentioned herein and for all revenue share mentioned in all sub-clauses are applicable for all fees paid by students throughout the tenure of the student at the University for all Semesters and years.

7.1 All fees collected by the University from students at the time of admission and examination and for all future fees paid by the student, would be directed to select payment gateways on the new website which would be credited to an escrow bank account. The escrow account will distribute the share to the independent bank accounts of each party and transfer funds immediately as per the pre-defined share mentioned in subsequent clauses of this agreement, to each Party. Payment to Talentedge would be made from the escrow bank account instantly as and when the fees from the student is credited into the escrow account whether for the first time or for subsequent semesters or years. During the collection cycle for both new admissions and re-registration a reconciliation would be done at the end of every month on the application forms generated during the entire admission cycle. During this Monthly reconciliation if there is any payment that is to be made from one party to the other, ie either to the University or to Talentedge, the same would be credited from one party to the other party in the ensuing week post reconciliation

### 7.2 Course Fees and Service Charges to Talentedge

a. The course fee herein means the sum of Tuition fee, Special fee, Admission fee, etc. paid by the student every term or semester or year and would be collected by the University using the technology Platform and services offered by Talentedge Education Ventures Pvt Ltd.

*C. B. Palanivelu*



b. For all students who enrol to the University for programs of Directorate of Online Programs, Dr. M.G.R. Educational and Research Institute, the course fee collected from students for each program shall be shared on between Dr. M.G.R. Educational and Research Institute and Talentedge Education Ventures Pvt. Ltd. This would include but not limited to students enrolling through the online marketing efforts of Talentedge Education Ventures Pvt. Ltd., and any student who enroll directly to the University either from India or abroad, and for students who enrol through the support of Information Offices of University. From the Total application admission and examination & course fees paid by the Student every term, a license fees for usage of the Talentedge Platform and marketing services would be paid to Talentedge. Students would have year-wise payment options for the above programs.

c. Second Party can promote the said programs and also provide an opportunity to interested students, who seek industry connect or industry based certifications at actual cost plus some additional charges as decided by the University enabling students better career growth avenues.

d. This license fee payable to Talentedge would be as a percentage of the student fees, exclusive of all applicable taxes like GST etc. which would be paid extra. This percentage would be determined by the number of students enrolled through platform and marketing services offered by Talentedge into various programs per cycle and they would be defined thus:

| Sl No. | No of total students (new and old fees) who paid fees in a cycle per course | License Fee calculated would be for students admitted to Online Education of Dr. MGR University per course | License Fee to Talentedge |
|--------|---|--|---------------------------|
| 1      | If there are totally 39 enrolments  | 0 - 39 students  | 50%                       |
| 2      | If there are totally 40 or more enrolments                                  | 0 - 40 onwards + students  | 60%                       |

**Illustration:**

If in an admission cycle total students who paid fees (new and old) is 41 for a particular course, in that case, Talentedge's share calculated is 41 multiplied by 60% plus applicable taxes

e. During the collection cycle for both new admissions and re-registration a reconciliation would be done on the first working day of every month between both parties, on the application forms generated and student fees received during previous month and the entire admission cycle. Based on this monthly reconciliation, the amount payable to Talentedge Education Ventures Pvt Ltd would be paid before the 10<sup>th</sup> of that month.

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f. GST would be payable extra, over and over above the said revenue share to Talentedge Education Ventures Pvt Ltd.

### **7.3 Examination Fees**

- a. For all examinations that are conducted for all programs and students under this agreement, the total examination fee shall be shared on the ratio of 50%:50% between DR. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (50%) and Talentedge (50%) respectively. GST will be applicable as per the Government Rules and would be extra and over and above the said revenue share to Talentedge
- b. Examination fees will be fixed by the University as per norms approved by the competent body of the University, taking into consideration the cost of conducting the examination either on a online or offline mode.

### **8. Intellectual Property Rights**

- a. The copyright of all the Multimedia course material, provided by and developed by DR.M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE, without any support of Talentedge Education Ventures Pvt. Ltd. platform or services will vest exclusively with DR.M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE and Talentedge Education Ventures Pvt. Ltd. shall have no right or interest therein whatsoever.
- b. All existing curriculum and content provided by Dr. M.G.R. Educational and Research Institute would be the copyright of DR. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE.
- c. The copyright of all the Multimedia course material, provided by and developed by Talentedge Education Ventures Pvt. Ltd. platform or services will vest exclusively with Talentedge Education Ventures Pvt. Ltd. and DR. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE shall have no right or interest therein whatsoever.

### **9. Confidentiality**

During the term of this agreement, each party will maintain the confidentiality of the confidential information of the other party and shall not disclose/share such information other than for the purposes of this agreement.

### **10. Duration and Termination of Agreement**

This agreement shall be valid for a period of Five years effective from the date of signing of this agreement which would be auto extended to further periods of 3 years effective from the date of signing of this agreement based on mutual agreement. During the period of this Agreement, it is terminable on a minimum of 3 (Three) months notice by either side.

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However, students admitted prior to the date of notice of termination shall be allowed to complete their program of study and appear in the relevant examinations and the obligations of the respective parties shall continue to be in force during such period, including the extended period, if any, irrespective of termination of the agreement.

### 11. Force Majeure

If due to 'Force Majeure' like riots, political disturbance, floods, earthquake, endemic, pandemic, or any other natural calamities, or any other similar reason, it becomes advisable or necessary in the agreed opinion of the parties to this agreement to terminate the programs under this agreement, the agreement may be terminated at any time by mutual consent in writing and in cases the parties do not agree, the Agreement may under the said circumstances be terminated by any of the parties by giving 30 days' notice in writing to the other party. Such termination shall be effective in the manner specified in the said notice and shall 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. Such Termination shall also be without detriment to the ongoing programs and the enrolled students shall be enabled to complete their programs to avoid hardship and the parties to this agreement shall continue to perform their respective obligations till the completion of ongoing programs.

### 12. Amendment to the Agreement

During the operation of the Agreement, if circumstances arise for alteration or modifications of this Agreement, such modifications/alterations can be carried out by mutual discussion and agreement in writing between the parties to this agreement.

### 13. Penalty

In the event of non – performance of any duties/obligations or breach of any other conditions mentioned in this agreement by Talentedge Education Ventures Pvt. Ltd., this agreement stands cancelled without giving any prior notice and the Talentedge Education Ventures Pvt. Ltd. shall be liable for a penalty of not more than 1% of the revenue payable / due to Talentedge Education Ventures Pvt. Ltd.. In no event shall either party be liable to the other or anyone else for special collateral exemplary, punitive, indirect, Incident or consequential damages (including without limitation, loss of goodwill, loss of profit or revenue, loss of saving, loss of use, interruption of business and claims of customers

### 14. Indemnification

Each Party shall indemnify the other for any loss or harm caused by misusing their respective material or in case of failure of compliance to statutory requirements by other Party.

### 15. Miscellaneous Provision

Governing Law: This Agreement shall be construed and enforced in accordance with the law governing such matters in India.

*C. B. Palanivelu*



Entire Agreement: This Agreement including the attachments herein mentioned, constitute the entire Agreement of the parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement signed by both Parties

No Waiver: The failure of either party to enforce any of the provision here of shall not be construed to be a waiver of the right of such party therefore to enforce such provision.

Assignment: This Agreement shall ensure to the benefit and be binding upon the Parties here and their successor and assigns provided.

Non-Solicitation: During the term of the Agreement and for a period of one (1) year thereafter, neither Party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or subcontractor/s of the other Party, or aid any third person to do so, without the specific written consent of the other Party.

Publicity: Talentedge Education Ventures Pvt. Ltd. shall be permitted to make reference to DR. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE in its brochures, websites and publicity material relating to the programs being offered in the manners mutually agreed to from time to time.

## 16. Arbitration and Governing Law

- a. The Parties expressly agree that any and all controversies or claims and disputes and differences arising out of or in connection with or relating to this Agreement including any questions regarding its interpretations, existence, validity or termination or the breach thereof shall be referred to and be resolved by or settled by binding arbitration in English ,conducted in accordance with the Arbitration and Conciliation Act, 1996 and the amendments thereon for the time being in force, which rules are deemed to be incorporated by reference in this clause, and the award made in pursuance thereof shall be final binding on the Parties.
- b. The arbitrator shall be selected by agreement of the Parties or, if they cannot agree on an arbitrator within thirty (30) days after written notice of a Party's desire to have a matter settled by arbitration, then the arbitrator shall be selected as per the provisions of the Arbitration and Conciliation Act, 1996. The determination reached in such arbitration shall be final and binding on all Parties hereto without any right of appeal except as provided by the Arbitration & Conciliation Act, 1996 and any amendment of the same from time to time.
- c. Any court of competent jurisdiction may enforce any determination or award of the arbitrator. The Parties hereby expressly waive any right to trial by jury or class treatment of any claim, demand, action or cause of action arising out of or relating to this Agreement or the breach thereof, provided that nothing in this agreement shall preclude a Party from seeking to compel arbitration in a district or high court of competent jurisdiction. This Agreement shall be interpreted and construed under the laws of India



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without regard to its conflicts of law principles. The Parties agree to submit to the exclusive jurisdiction of the courts in Chennai in connection with any dispute arising out of or in connection with this Agreement.

**FOR AND ON BEHALF OF**

Dr. M. G. R. EDUCATIONAL AND RESEARCH  
INSTITUTE

TALENT EDGE EDUCATION VENTURES P Ltd

*C. B. Palanivelu*

(Authorized Signatory)

NAME:

DESIGNATION:

**REGISTRAR  
Dr. M.G.R.  
EDUCATIONAL AND RESEARCH INSTITUTE**  
(Deemed to be)  
Public  
MADRAS UNIVERSITY ACT 1956

*[Signature]*  
(Authorized Signatory)

NAME:

DESIGNATION:



WITNESSES:

Name:



WITNESSES:

Name: