



सत्यमेव जयते

INDIA NON JUDICIAL

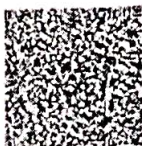
Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No. : IN-DL48176395564364W
Certificate Issued Date : 22-Feb-2024 05:56 PM
Account Reference : IMPACC (IVV) d1084403/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL48176395564364W
Purchased by : IDP EDUCATION INDIA PRIVATE LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0 (Zero)
First Party : IDP EDUCATION INDIA PRIVATE LIMITED
Second Party : Not Applicable
Stamp Duty Paid By : IDP EDUCATION INDIA PRIVATE LIMITED
Stamp Duty Amount (Rs.) : 100 (One Hundred only)

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Statutory Alert

1. The authenticity of this Stamp certificate should be verified at www.shikhesstamp.com or using e-Stamp Mobile App of Soch Housing. Any discrepancy in the details on this Certificate and at website on the website / Mobile App renders it invalid.
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11 January 2025

21 January 2025

COLLABORATION AGREEMENT

This Collaboration Agreement is made at New Delhi on 7th day of January, 2025 ("Agreement") by and between:

IDP Education India Private Limited, a company incorporated under the provisions of Companies Act, 1956, having its registered office at Suit No. 610-616, 6th Floor International Trade Tower, Nehru Place, New Delhi, South Delhi - 110019 and corporate office at 5, 6 & 7 Floor, Tower B, Global Gateway Towers, Sikanderpur Ghosi, Sector-26, M.G Road, Gurgaon- 122002, represented by its Regional Finance Director, Mr. Rupesh Sharma (hereinafter referred to as "IDP" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the **FIRST PART**;

AND

CMR College of Engineering and Technology, an education institution, having its address at Kandlakoya (V), Medchal Road, Hyderabad, 501401, hereinafter referred to as "**Institution**" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the **SECOND PART**

IDP and Institution shall hereinafter collectively be referred to as "**Parties**" and individually as "**Party**".

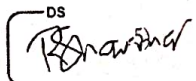
WHEREAS:

- A. IDP is engaged in the business of providing international education services. It also administers the prestigious International English Language Testing System (IELTS) test in India.
- B. Institution being committed to educational excellence, offers courses in multiple disciplines to the students.
- C. The Parties desirous of collaborating with each other for promoting overseas education and IELTS test, have agreed to enter into this arrangement whereby Institution shall refer its students interested in availing international education placement services provided by IDP for studying abroad in English-speaking countries such as Australia, New Zealand, Canada, the United Kingdom, the United States of America, Ireland, and other destinations that may be added by IDP in the future, as well as IELTS administered by IDP in India ("**Products**"), on the terms as set forth herein.

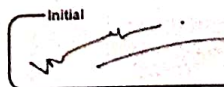
NOW THEREFORE, the Parties agree as follows:

- 1) **Scope:** Institution shall refer their students interested in availing the Products to IDP.
- 2) **Referral Benefits:** In consideration of the students referred by Institution to IDP, the Parties have agreed to the scholarships, discounts and other benefits, as outlined in Annexure A of this Agreement.
- 3) **Representations and Warranties:** Each Party represents and warrants that:
 - (a) It is duly incorporated and validly existing under Indian law and possesses the authority to carry on its business in India.
 - (b) It has full authority, including requisite corporate approvals, to enter into, execute, deliver, and perform its obligations under this Agreement.
 - (c) This Agreement constitutes a legal, valid, and binding obligation enforceable against it in accordance with the terms hereof.
 - (d) It shall not make commitments or representations on behalf of the other Party without express written authorization.
 - (e) Entering into this Agreement and fulfilling the obligations herein does not breach any obligations under any other agreement.
- 4) **Compliance:** Each Party shall be responsible for compliance with applicable laws, rules and regulations.

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Confidentiality

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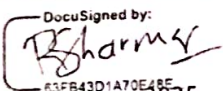
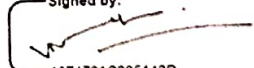
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- 5.1 Neither Party shall, during the term of this Agreement or any time thereafter, use or disclose to any third party any Confidential Information of the other Party. "Confidential Information" refers to any information disclosed or obtained by either Party under this Agreement, whether written, oral, or in any other form, whether or not marked as 'confidential'. This includes information about the Parties or their group companies, customers, clients, suppliers, and third parties, including but not limited to personally identifiable information of the students, business affairs, strategies, marketing, and other business activities. Each Party agrees to take all appropriate measures to safeguard and protect the Confidential Information against unauthorized disclosure, misuse, loss, and theft, and shall not, without prior written consent, disclose or use any Confidential Information for its own benefit or gain.
- 5.2 The Parties shall ensure that access to Confidential Information is limited to those authorized representatives of such Party who need to know such Confidential Information in connection with this Agreement. The Parties shall also ensure that restrictions not less stringent than the ones under this Agreement shall be enforced upon such authorized representatives to ensure that Confidential Information shall be used only for the purpose of performing its obligations under this Agreement.
- 5.3 The Parties acknowledge and agree that Confidential Information of each Party is unique and valuable to each Party respectively, and that breach of the confidentiality obligations provided herein may cause substantial, immediate and irreparable damage to the non-defaulting Party for which monetary damages alone would not be an adequate remedy. Upon any such breach, or in the event that the non-defaulting Party forms a reasonable and good faith belief that such a breach is imminent, non-defaulting Party shall be entitled to seek preliminary and other injunctive relief. This remedy shall be in addition to any and all other rights or remedies to which non-defaulting Party may be entitled at law or in equity.
- 5.4 The Parties shall comply with all applicable data protection and privacy laws and regulations and shall implement appropriate technical and organizational measures to ensure the security, confidentiality, and integrity of personally identifiable data of the individuals.
- 5.5 The confidentiality obligations of the Parties shall survive expiry or termination of this Agreement.
- 6) **Intellectual Property Rights**
- 6.1 Each Party, including its group companies and respective right holders (as the case may be) shall retain exclusive ownership of its respective Intellectual Property Rights worldwide and in perpetuity. Neither Party shall: (a) acquire any rights, title, or interest in the Intellectual Property Rights of the other Party or its respective right holders; nor (b) claim or assert any rights, title, or interest in the Intellectual Property Rights of the other Party or its respective right holders, nor take any action that would impair the rights, title, or interest of the other Party or its respective right holders in their Intellectual Property Rights.
- 6.2 Neither Party shall use the Intellectual Property of the other Party or its respective right holders without prior written consent. If permitted, such use shall be strictly limited to the scope and purpose as expressly specified in writing and solely for fulfilling the obligations of this Agreement.
- 6.3 Institution shall use promotional materials provided by IDP, solely for promoting Products to students in the manner explicitly outlined by IDP in writing.
- 6.4 Institution and IDP shall mutually agree on any co-branding activities prior to their implementation. Both Parties shall collaboratively review and approve the use of branding elements ensuring that all marketing and promotional content featuring either Party's brand is in accordance with agreed-upon specifications. Any materials intended for publication or distribution must receive prior written consent from both Parties.
- 7) **Force Majeure:** Neither Party shall be considered to be in default of performance of its obligations under the terms of this Agreement, if such performance is prevented or delayed for reasons of Force Majeure event which is defined as any event beyond the reasonable control of the affected Party, including but not limited to acts of the government authorities, government-imposed restrictions, pandemic, epidemic, acts of God, fire, flood, explosion, riots, war, rebellion, insurrection and sabotage. The Parties shall forthwith resume their duties and obligations under this Agreement upon the cessation of the Force Majeure event.
- 8) **Term, Termination and Consequences**
- 8.1 This Agreement shall come into force from the date of this Agreement and remain in force for a period of one (1) year, unless terminated earlier by the Parties in writing. The Parties may agree in writing to renew this Agreement on such terms as may be mutually agreed between the Parties.
- 8.2 Either Party shall have the right to terminate this Agreement, without cause, by giving a 60 (sixty) days' prior written notice to the other Party.
- 8.3 Each Party shall have the right to forthwith terminate this Agreement if the other Party commits a breach of any of its representation, warranties, and/or terms of this Agreement and in case of breach capable of remedy, fails to

- remedy the breach within fifteen (15) days upon receipt of a written notice giving particulars of the breach and requiring it to be remedied.
- 8.4 Upon expiry or the termination of this Agreement, the following consequences shall follow:
- Both Parties shall cease representing any association with each other.
 - The Parties shall forthwith cease using, return or upon other Party's written instructions destroy any/all Confidential Information, Intellectual Property and/or proprietary information which may be in their possession, use, custody, care or charge of the other Party without retaining any copies. This includes providing proof of destruction and a written certification of compliance upon written request.
- 9) **Liability:** The Party that breaches this Agreement, infringes any Intellectual Property Rights or fails to comply with applicable laws shall at all times indemnify the other Party, its directors, employees and representatives from and against claims, losses, damages, suits, or penalties arising therefrom. Institution shall be responsible for the claims arising out of the transaction between the students and Institution.
- 10) **Governing Law and Jurisdiction:** The Agreement shall be governed by and construed and enforced in accordance with the laws of India. The Parties irrevocably agree that the Courts in New Delhi, India shall have exclusive jurisdiction on any matter arising out of this Agreement.
- 11) **Miscellaneous:**
- Notices: All notices or other communication to be provided under this Agreement shall be in writing and shall be deemed sufficiently given if delivered personally with acknowledgement of receipt or sent by certified or registered mail, return receipt requested, to the address of Institution as contained in the Agreement and in case of IDP, at its corporate office address mentioned first herein above.
 - Entire Agreement: This Agreement along with the annexures constitute the entire agreement between the Parties with respect to the subject matter forming part hereof and supersedes all communications (whether written or oral) between the Parties with respect hereto made prior to the date of this Agreement.
 - Amendment: This Agreement can be amended or modified only by way of written instrument signed by both Parties.
 - Severability: If any provision or condition of this Agreement is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of this Agreement.
 - Relationship between the Parties: Both the Parties agree and acknowledge that they shall perform their obligations pursuant to this Agreement as an independent contractor and that this Agreement neither creates an employer-employee relationship between the Parties nor constitute an agency or partnership between the Parties.
 - Non-Exclusivity: This Agreement does not restrict either Party to enter into similar arrangements with third parties.
 - Assignment: Institution shall not assign or transfer its rights and obligations under this Agreement without IDP's prior written consent. Any assignment or transfer in violation of the foregoing shall be void and unenforceable.
 - Waiver: The waiver or the failure to claim a default of any provision of this Agreement shall not be construed to be a waiver of any subsequent default or as affecting in any way the effectiveness of such provisions.
 - Survival: The provisions of this Agreement to the extent stated or necessarily implied shall survive expiry or termination of this Agreement.

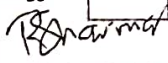
The Parties hereto, have executed this Agreement via e-signatures as below:

For IDP Education India Private Limited DocuSigned by:  63FB43D1A70E48E 11 January 2025 Name: Rupesh Sharma Title: Regional Finance Director	CMR College of Engineering and Technology Signed by:  46F4701C395142D 21 January 2025 Name: Major Dr. V A Narayana. Title: Principal
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ANNEXURE A
Referral - Benefits

Sr. No.	Benefits/pay-out by IDP	Details	Products
1	Scholarships to the students successfully enrolled at both - IDP's Client Institutions* and non-client education institutions	As per Schedule 1. 1) Nominations for scholarships will be provided by Institution to IDP based on merits, IELTS band/equivalent score in other tests and the other criteria as mutually agreed between the Parties in writing. 2) Scholarship amount will be paid by IDP to the eligible students directly. Institution shall support IDP in facilitating the documentation and other formalities. 3) Should a Student withdraws their admission after receiving a scholarship or if their admission is cancelled for any reason, they are obligated to refund the scholarship amount to IDP. Institution shall assist IDP in securing these funds from such students.	Student Placement
2	IDP sponsored famtrips	As per Schedule 1. Nominations will be provided by Institution to IDP based on the criteria as mutually agreed between the Parties in writing.	Student Placement
3	Career fairs	As may be organized by IDP in collaboration with IDP Client Institutions at campuses in major cities.	Student Placement
4	Mini education fairs	As may be organized by IDP from time to time	Student Placement
5	Academic sessions/Master classes	Conducted by visiting faculty of IDP Client Institutions (subject to their schedule and availability)	Student Placement
6	Continuing Professional Development (CPD)	For counsellors, school leaders and teachers including certification courses, workshops, retreats, meet- and-greet sessions during roadshows (as per the schedule of IDP Client Institutions)	Student Placement
7	Access to competitions and bootcamps	As may be organized by IDP Client Institutions	Student Placement
8	Dedicated Counselling desks	Organized by IDP	Student Placement
9	Online Registration Desk for IELTS/ Customer Support	Organized by IDP	IELTS
10	Gift Voucher for high IELTS band	A gift voucher worth 50% of the test fee for students scoring 8.5 band in IELTS administered by IDP. The amount will be credited directly to the bank account used for payment of IELTS test fee. This is applicable to the students who have booked the IELTS test through Institution.	IELTS

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11	Test Fee Discount	INR 450/- discount per test for the Student who booked the IELTS test through Institution.	IELTS
12	Mock Tests of Cambridge	Cambridge test worth INR 2000 at 50% discount from Cambridge	IELTS
13	Captive Test/Test Centre/IELTS Train the trainer/certificates for staff/IELTS corner in the library	In accordance with IDP and IELTS Test Partners' policies, as applicable	IELTS
14	IELTS Boot Camps/Expert Clinics/Master class	As may be organized by IDP/its teaching partners	IELTS
15	Co-Branding	As may be approved by IDP in advance in writing in accordance with brand usage guidelines of IDP and IELTS Test Partners.	Both

*IDP Client Institution/s shall mean educational institutions that IDP Education Limited, Australia has partnered for placing students who wish to study at those institutions.

SCHEDULE 1

Slabs (Product – Student Placement)	Scholarships	Fam Trips
25-50	INR 75000- 1 number	Famtrip to 1 school counsellor/leader as nominated by the partner schools to Australia/UK
	INR 50000- 1 numbers	
51-75	INR 100000- 1 number	Famtrip to 1 school counsellor/leader as nominated by the partner schools to Australia/UK
	INR 75000- 1 number	
	INR 50000- 1 number	
76-100	INR 100000- 1 number	Famtrip to 2 school counsellor/leader as nominated by the partner schools to Australia/UK
	INR 75000- 1 number	
	INR 50000- 3 numbers	
101-125	INR 100000- 1 number	Famtrip to 2 school counsellor/leader as nominated by the partner schools to Australia/UK
	INR 75000- 1 number	
	INR 50000- 4 numbers	
>125	INR 100000- 1 number	Famtrip to 2 school counsellor/leader as nominated by the partner schools to Australia/UK
	INR 75000- 2 numbers	
	INR 50000- 5 numbers	

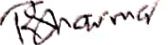
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R. Sharma

11 January 2025


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[Signature]

21 January 202

IDP agrees to provide to Institution a report in relation to the successful leads of students referred by Institution pursuant to this Agreement. Any dispute or discrepancy with respect to the referrals indicated in the aforesaid report shall be resolved by the Parties through good faith discussions.

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Certificate Of Completion

Envelope Id: BD0D3478-C9B5-4B7A-B3F7-D749E39CBD47
 Subject: CW27359 - CMR_Gold Partners_Collaboration Agreement_IDP.pdf
 Source Envelope:
 Document Pages: 8
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC+10:00) Canberra, Melbourne, Sydney

Status: Completed

Envelope Originator:
 Somnath Dana
 Level 8 535 Bourke Street
 Melbourne, Victoria 3000
 somnath.dana@idp.com
 IP Address: 35.223.106.21

Record Tracking

Status: Original
 10 January 2025 | 15:31

Holder: Somnath Dana
 somnath.dana@idp.com

Location: DocuSign

Signer Events

Rupesh Sharma
 rupesh.sharma@idp.com
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 83FB43D1A70E48E

Signature Adoption: Drawn on Device
 Using IP Address: 223.190.81.218
 Signed using mobile

Timestamp

Sent: 10 January 2025 | 15:34
 Viewed: 11 January 2025 | 11:44
 Signed: 11 January 2025 | 11:44

Electronic Record and Signature Disclosure:
 Accepted: 26 January 2024 | 11:43
 ID: a79b080f-b650-4c96-b4c8-72615c665cf7

Major Dr. V A Narayana
 principal@cmrcet.ac.in
 Security Level: Email, Account Authentication
 (None)

Signed by:

 48F4701C395142D

Signature Adoption: Uploaded Signature Image
 Using IP Address: 103.217.239.26

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 Resent: 15 January 2025 | 17:04
 Resent: 17 January 2025 | 20:51
 Resent: 21 January 2025 | 15:39
 Viewed: 21 January 2025 | 17:54
 Signed: 21 January 2025 | 18:03

Electronic Record and Signature Disclosure:
 Accepted: 21 January 2025 | 17:54
 ID: 776319da-5a55-43ac-92aa-a4b7481a36ea



In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

10 January 2025 | 15:34

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	21 January 2025 17.54
Signing Complete	Security Checked	21 January 2025 18.03
Completed	Security Checked	21 January 2025 18.03

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact IDP Education Limited:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: joyce.maret@idp.com

To advise IDP Education Limited of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at joyce.maret@idp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from IDP Education Limited

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to joyce.maret@idp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with IDP Education Limited

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to joyce.maret@idp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- Until or unless you notify IDP Education Limited as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by IDP Education Limited during the course of your relationship with IDP Education Limited.