



Collaborative Agreement

**INTERNATIONAL SKILL DEVELOPMENT CORPORATION
(ISDC)**

And

**THE BHAWANIPUR GUJRATI EDUCATION SOCIETY
(BESG)**

Dated: 19th April 2017
(Effective Date)

PARTIES

- (1) **ISDC PROJECTS INDIA PVT LTD** is a Skill Development Company trading as "ISDC – International Skill Development Corporation" registered under the Indian Companies Act and having its registered office at 10/1, 4th Floor, Lakshmi Narayan Complex, Place Road, Vasanth Nagar, Bengaluru – 560052, Karnataka, India, hereinafter referred to as "**ISDC**" with PAN of **AADC8996D**; Represented by its Director – Strategy & Development; Mr. Tom Mannapurathu Joseph as Authorised Signatory

and


- (2) **THE BHAWANIPUR GUJRATI EDUCATION SOCIETY**, a Registered Society having its Registered Office at 5, Lala Lajpat Rai Sarani, PS Bhawanipur, Kolkata 700020 hereinafter referred to as "**BESC**" with PAN of **AAATT5940Q**; Represented by its Senior Vice President; Mr. Miraj D Shah as Authorised Signatory which expression shall, unless repugnant to the context thereof, be deemed to mean and include its partners, successors, executors, legal representatives and permitted assigns.

1. RECITALS

- 1.1. ISDC Direct is a Channel of Approved Learning Provision promoted by ISDC Projects India Pvt Ltd in collaboration with ACCA to facilitate the ACCA Qualification at Affordable Cost in India; which is a provider of ACCA Approved Content, will work to enhance the perception of the ACCA Qualification as a leading, quality brand within India.
- 1.2. BESC wants to provide ACCA Qualification to its students or prospective students at Affordable Cost through ISDC Direct within Geographical Limits of Kolkata.
- 1.3. Both Parties will work collaboratively, sharing strategies and plans, and have the common objective of improving the volume and quality of the students and associates taught through the ISDC Direct.
- 1.4. The Parties shall collaborate to increase the ACCA student intake through ISDC Direct at BESC during the Term.

2. COMMENCEMENT AND DURATION

- 2.1. This Agreement shall run from the Effective Date (ie the date shown on the front page) for a period of 36 months ("the Term"), unless terminated in accordance with clause 6.
- 2.2. BESC shall provide the deliverables as described in Schedule 2.
- 2.3. ISDC shall provide the deliverables as described in Schedule 3.
- 2.4. The Process and Operations as described in Schedule 4.



- 2.5. ISDC shall provide the Special Discounted Pricing to the students enrolled at BESC through ISDC Direct under the terms outlined in Schedule 5.

3. SCOPE

- 3.1. BESC agrees to provide Learning Facility to support this contract for the use of teaching ACCA students.
- 3.2. BESC will ensure that each Learning Facility becomes a Computer Based Exam (CBE) Centre as per ACCA CBE centres terms and conditions.
- 3.3. BESC is entitled to admit External ACCA Students for Computer Based Examinations with the prior approval of ISDC and the fees for this will be fixed on case by case.
- 3.4. ISDC will not promote any other learning provider to any of the students within the Geographical Limits of Kolkata to support this Agreement.
- 3.5. The parties agree to a formal review of the relationship on the first anniversary of the Effective Date.
- 3.6. ISDC and BESC agree to work collaboratively to review the ongoing performance through quarterly performance review meetings. Any outstanding issues identified through the quarterly review meetings will require BESC to provide ISDC with a correction plan within 1 month of the review date.

4. MARKETING

- 4.1. BESC will develop a marketing plan outlining how it will achieve the growth targets for the coming year. The plan will be developed in conjunction with ISDC and must be agreed mutually by the Parties.
- 4.2. ISDC will provide support to BESC for the development of their marketing and promotional material. BESC will need to gain ISDC approval for the content of any marketing or promotional material. However, ISDC will not unreasonably withhold such approval.

5. QUALITY CONTROL

- 5.1. BESC has made a declaration of best practice with respect to Quality Assurance processes and syllabus coverage and has provided evidence to support such a declaration. This declaration was reviewed by ISDC and the practice has met expectations. The declaration specifically covered, but was not necessarily limited to, the following key quality control areas:
- Syllabus coverage - how the Partner ensures that all changes to syllabus and assessment are properly reflected in their Products.
 - Technical review - an explanation of the technical checking procedures (e.g. what is checked, and by whom).



- Feedback - a description of the feedback channels for users of the Partner's Products and the procedures to ensure appropriate action is taken.
- Rectification of errors and omissions - a description of the process of rectification and how errors and omissions are communicated to users of current editions.
- Content writers/authors -a general description of the team of writers and checkers used on ACCA Products promoted by ISDC.

6. TERMINATION

- 6.1. Both Parties may terminate this Agreement by providing the other Party with 6 months' written notice of its intention to do so.
- 6.2. Either Party may terminate this Agreement if:
 - 6.2.1. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over BESC; or ISDC
 - 6.2.2. Either Party suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business;
 - 6.2.3. There is a change of control;
 - 6.2.4. BESC or ISDC, its directors, agents or employees undertake any activity which brings ISDC/BESC into disrepute.
 - 6.2.5. BESC is unable to pay ISDC invoices for student fees.
- 6.3. Either Party shall be entitled at any time, at its absolute discretion to terminate this Agreement:
 - 6.3.1. by giving immediate notice to the party that has committed a material breach;
 - 6.3.2. by giving immediate notice if it becomes illegal for the party giving notice to fulfil its obligations.
- 6.4. In the event that either Party wishes to terminate this Agreement, both Parties commit to ensuring that any termination is mutually respectful and is communicated jointly to all stakeholders in a way that does not damage the reputation or standing of either Party.
- 6.5. In the event of termination BESC will commit to completing the tuition of all ACCA papers to all students registered within the terms of this Agreement until the third anniversary of the student's ACCA registration.
- 6.6. In the event of termination ISDC will have the right to negotiate separate agreements with any of the Learning Facilities, or to arrange for alternative tuition through a separate Learning Provider.




7. CONTRACT END

- 7.1. BESC commits to the provision of ACCA tuition to all existing students registered with ACCA and studying within the Learning Facility created from this Agreement until the third anniversary of the student registration date with ACCA.
- 7.2. Any New Student registrations after the Contract End Date will no longer be subject to the Terms of this Agreement and ISDC and (Partner) will need to enter into a separate Agreement should they wish to continue to use these facilities for future New Student registrations.
- 7.3. The Special Discounted Pricing within this Agreement is provided to facilitate the growth and investment in new ACCA Learning Facilities through ISDC Direct across India; therefore, it is accepted in principle by both Parties that any renegotiation for New Student Registrations from any of the existing branded learning facility will not attract student discounts or Special Discounted Pricing beyond the Contract End Date.
- 7.4. Should the contract be terminated before 2018, any students identified by this programme code would revert to being ACCA fee paying students direct to ISDC.

8. CONFIDENTIALITY

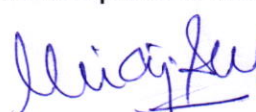
- 8.1. Each of the Parties agree to maintain and keep confidential and not to divulge or communicate to any person(s) whatsoever, other than those officers of ISDC and BESC or their appointees who need to know the same, all Confidential Information of the other including the existence of this agreement and its contents, save for that which is required by law to disclose or in the public domain. This provision shall survive the termination of this Agreement.

9. DATA PROTECTION

- 9.1. ISDC and BESC agree that it will comply with all relevant privacy and data protection legislation in relation to any personal data and sensitive personal data to which it may have access, control and/or process in connection with this Agreement.
- 9.2. BESC warrants that it has in place and undertakes to maintain throughout the Term, appropriate technical and organisational measures against the accidental, unauthorised or unlawful processing, destruction, loss, damage, or disclosure of any personal data and adequate security programs and procedures to ensure that unauthorised persons do not have access to any equipment used to process such data.

10. BRANDING

- 10.1. ISDC with the permission of ACCA grants BESC the right to use ACCA's corporate identity, trademarks, service marks, designs, slogans or logos solely for the purpose of this Agreement. BESC shall only refer to its relationship with ISDC & ACCA using the following format/template in the Schedule 1.



- 10.2. This Agreement does not transfer any interest in any existing Intellectual Property Rights. All Intellectual Property Rights developed or created by a Party pursuant to this Agreement shall be owned by that Party.
- 10.3. Nothing in this Agreement entitles BESC to use, or authorises the use of the ISDC and ACCA's trademark and/or logo except (i) any such use with regards to the marketing and promotion of the partnership in accordance with this Agreement and (ii) any such use as may be authorised by ISDC from time to time.
- 10.4. BESC must comply with ISDC Brand Guidelines for ISDC Direct from time to time, a copy of which will be provided on request.

11. INDEMNIFICATION

- 11.1. Either Party undertakes to indemnify the other against all actions, proceedings and claims, including properly incurred and reasonable legal fees, arising out of any infringement or alleged infringement of any intellectual property rights or other third party in any part of the world, that are a result of the modules provided.

12. COMPLIANCE WITH BRIBERY PREVENTION MEASURES

- 12.1. Both Parties will undertake to comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption
- 12.2. Breach of this clause shall be deemed to be a material breach of the Agreement.

13. COMPLIANCE WITH ANTI-SLAVERY LAWS

- 13.1. Comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time.
- 13.2. Include in its contracts with its [direct] subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause13.

14. DISPUTE RESOLUTION PROCEDURE

- 14.1. If any dispute arises in connection with this Agreement:
- 14.1.1. the Party raising the dispute shall notify the other Party of the dispute promptly or within such other timescales as may be required by this Agreement;
- 14.1.2. appropriate representatives of the parties shall enter into discussions in good faith with a view to resolving the dispute and shall use reasonable endeavours to resolve such dispute in a timely manner; and
- 14.1.3. if the dispute is not resolved within 30 days of the notification, the Parties shall attempt to settle it by mediation in accordance with the Indian Arbitration and Contract Act 1996 .



14.2. No Party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute in accordance with this clause, except where the right to issue proceedings is likely to be prejudiced by a delay.

14.3. The provisions of this clause shall not prevent either party from:

14.3.1. seeking injunctive relief in relation to a breach or threatened breach by the other party of any obligation of confidentiality or data security, or infringement or threatened infringement of Intellectual Property Rights; nor

14.3.2. applying other rights and remedies under this Agreement, including, without limitation, any rights under this Agreement to terminate, suspend or amend this Agreement.

15. JURISDICTION

15.1. This Agreement shall be governed by and construed in accordance with Indian Law hereby irrevocably submit to the exclusive jurisdiction of the Indian Courts with regard to any claim arising under or in connection with this Agreement.


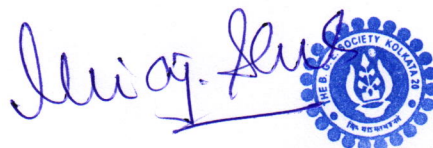
16. DEFINITIONS AND INTERPRETATION

16.1. In this Agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

"ACCA Qualification"	means the qualification awarded to applicants after achieving 14 exams, nine of which are eligible for exemption, ACCA's Practical Experience Requirement, and the Professional Ethics module
"ACCA Approved Content"	means the learning content for ACCA qualifications that is approved and quality assured by ACCA
"Affiliate"	means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity;
"Agreement"	means this document;
"ALP"	means Approved Learning Provider status designation with ACCA;
"Contract End Date"	means 3 years from the Effective Date
"Confidential Information"	means confidential information as described in clause 8 of this Agreement;



“Effective Date”	means the date of execution of this Agreement;
“Intellectual Property”	means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;
“Learning Facility”	means any ISDC and BESC jointly branded facilities, sites or classrooms delivering the ACCA Approved Content
“Month”	means a calendar month;
“New Students”	means the number of students registering for the first time with ACCA and being taught by (Partner)
“Learning Provider (LP)”	means a provider of ACCA tuition who has not been given Approved Learning Provider status by ACCA;
Special Discounted Pricing	means Discounted Pricing available to the students studying with Partner towards ACCA Qualification
“Preferential Terms Payment (PTP)”	means the payment to made to BESC by ISDC for achieving the agreed targets as set out in Schedule 5
Quality Multiplier	The factor by which the Preferential Payment is multiplied by based on the quality targets set out is Schedule 2
“Target Geography”	means (Location)
“Term”	means the period from the Effective Date of the Agreement until the Contract End Date;

If you are in agreement with the contents of this Agreement, please sign and return the enclosed copies to this office at your earliest convenience so that each Party shall have a counterpart signed on behalf of the other.

Agreed for and on behalf of ISDC



Mr. Tom Mannapurathu Joseph

Director - Strategy & Development

19th April 2017


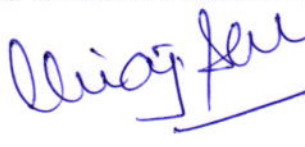
In the Presence of

Mr. Sudipta Sarkar

Asst. Manager – Business Development

19th April 2017

Agreed for and on behalf of BESC



Mr. Miraj D Shah

Vice President

19th April 2017

In the Presence of



Prof. Dilip Shah


Dean

19th April 2017

Schedule 1
BRANDING TEMPLATE/FORMAT




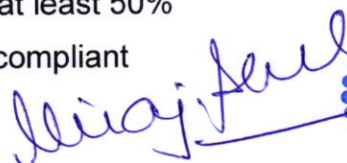
Bringing ACCA Direct to You

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Schedule 2

PARTNER DELIVERABLES

1. To register..... New Students during the first year of the Agreement:
 - 1.1. To grow the ACCA New Students in Kolkata year on year by the following amount:
 - An additional New Students in year 2 of the Agreement
 - An additional New Students in year 3 of the Agreement
2. BESC will deliver an infrastructure for Learning Facility at the time of the Agreement Commencement.
3. The Parties shall collaborate to support the increase in the number of student intake through ISDC Direct for the ACCA Qualification at (Kolkata) during the Term.
4. To support the growth targets BESC will provide Learning Facility. Learning Facility will:
 - 4.1. Be branded as per the Brand Guidelines
5. BESC agrees to meet the minimum standards of performance for the Learning Facilities. A summary of the minimum standards being:
 - 5.1. Quality Measure – Facilities shall achieve a score of at least 50%
 - 5.2. Quality Measure – Teaching Credentials shall achieve a score of at least 50%
 - 5.3. Quality Measure – Employability shall achieve a score of at least 50%
 - 5.4. Loyalty Measure shall achieve a score of at least 50%
 - 5.5. Mandatory Requirements must be 100% compliant








Framework Performance Matrix		Available Points	Awarded Points (EXAMPLE)	Scoring	Minimum Requirements
Quality Measures to enter the scheme by premise					
Facilities	30				
Classrooms	10		Excellent (10 points), Good (6 points), Average (3 points) and Poor (0 points)		
Library	5		Excellent (5 points), Good (3 points), Average (1 points) and Poor (0 points)		
Computer facilities	5		Excellent (5 points), Good (3 points), Average (1 points) and Poor (0 points)		
Building facilities	10		Excellent (10 points), Good (6 points), Average (3 points) and Poor (0 points)		
SCORE		0%	MUST Reach 50% minimum level		50%
Teaching					
Teaching	20				
Qualification of tutors	10		10 points if 80% of tutors meet minimum acceptable criteria		
Use of approved tutor resources	5		Extensive use (5 points), Moderate use (3 points), Own resources (1 point)		
Mock exams, for all subjects taught, with feedback	5		5 if more than 80% students have attended mock exams, 3 points if 60-80%, 1 point if 40-60%		
SCORE		0%	MUST Reach 50% minimum level		50%
Employability					
Employability	25				
Career Development Centre	10		10 points for proper functioning CDC which maintains updated resume bank for all students		
Employer visits	10		1 point for each visit		
Industry visits	5		1 point for each visit		
SCORE		0%	MUST Reach 50% minimum level		50%
Loyalty Measures					
Loyalty Measures	28				
ACCA branding at campus	10		Excellent (10 points), Good (6 points), Average (3 points) and Poor (0 points)		
School, College and University promotional visits	10		10 if >25 visits per year, 6 if 16-25 visits and 3 if 6-15 visits		
ALP Status	8		8 if Platinum Status and 5 if Gold Status		
SCORE		0%	MUST Reach 50% minimum level		50%
Mandatory Requirements					
Mandatory Requirements					
Fully Comply with ALP Obligations - Gold or Platinum or Future ALP	1	1	Maintains ALP accreditation or working towards accreditation (Future ALP)		
Coverage	1	1	All courses of FD or minimum 8 papers of ACCA, including all 3 essentials and at least 2 options		
English language training	1	1	Course content agreed by ACCA; One course every six months		
Interview-readiness skills training	1	1	Course content agreed by ACCA; One course every six months		
IT skills (at least MS Office)	1	1	Course content agreed by ACCA; One course every six months		
PER training	1	1	Course content agreed by ACCA; One course every six months		
Financial Performance Measure - As below	1	1	Defined below		
An undertaking from the ALP, stating that:		100%			100%
(a) It has not been associated with any illegal business or financial dealings;					
(b) It has no over-due loans or installments outstanding towards banks or other financial institutions nor has been declared by a court of competent jurisdiction as defaulter in repayment of loan to a bank or another financial institution;					
(c) neither the ALP nor its associated entities have defaulted in paying taxes;					
(d) Its official(s) have never been adjudicated of mismanagement, fraud or breach of trust or of an offence involving moral turpitude or financial or business misconduct;					
(f) It has neither been adjudged an insolvent nor has defaulted in making payments, to its creditors;					
(g) It has not been subject to adverse findings by any regulatory or professional body or government agency;					
(h) It has not been subject to revocation or cancellation of license for a similar business from any regulatory or professional body or government agency due to mismanagement of affairs, financial misconduct or malpractice;					
(g) Its net-worth is adequate to ensure that the ALP shall continue to conduct its business in the foreseeable future.					
			MUST Reach 100% minimum level		

6. BESC will provide ISDC with the following reports;
 - 6.1. A record of all ACCA registered New Students enrolling with the partner through ISDC Direct;
 - 6.2. A record of all ACCA registered students who leave the ACCA Qualification each month;
7. ISDC will facilitate an annual Student Survey. ISDC will provide a copy of the Student Survey to BESC in advance.

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Schedule 3

ISDC DELIVERABLES

1. Share ISDC targets and strategies for India;
2. Support BESC to achieve their objectives through a collaborative relationship, providing a named contact within ISDC responsible for supporting BESC.
3. Provide BESC with its growth plans, market analysis and strategic overview for India. The Parties will meet quarterly to discuss the ISDC plans and ISDC will support BESC in the development of their strategy to support the plan.
4. Collaborate with BESC to support the training and development of tuition and teaching material and learning material to the students (Electronic Format with Printing Rights) or to ensure that Partner uses approved ACCA teaching & learning resources .
5. Hold performance review meetings with Partner on a quarterly basis. ISDC will offer any reasonable support in the development of improvement plans if Partner is failing to meet their targets.
6. ISDC will have the right to audit each of the Partner learning facility giving 1 months' notice in writing. ISDC will share the audit findings with Partner within 1 month of the audit.
 - 6.1. The audit of the learning facility will take no more than 1 day to complete and will be no more frequent than annually.
 - 6.2. ISDC will take all reasonable measures to minimise the disruption caused by any review activity.
7. ISDC will produce an annual student survey and provide copies to Partner for distribution. ISDC will collate the responses and report findings to Partner within 1 month of completion.
8. Partner will work with ISDC to develop improvement plans based on the results of the Student Survey.
9. ISDC will provide Special Discounted Pricing for all New Students recruited.
10. ISDC will provide a dedicated point of contact for the following areas:
 - 10.1. Strategy
 - 10.2. Regional delivery
 - 10.3. Operations
 - 10.4. Employability and
 - 10.5. Accreditation



Schedule 4

PROCESS AND OPERATIONS

Terms and Conditions

(ISDC reserves the right to amend this from time to time on reasonable notice)

1. Organisation Contact

- 1.1. Agree to have a primary and secondary contact for the resolution of queries
- 1.2. Ensure ISDC is updated with new contact details in the event of any changes to contact details

2. List of Individuals

- 2.1. Maintain the list of individuals (students / affiliates / members)
- 2.2. Inform of any individuals leaving the programme
- 2.3. Provide up to date contact details for all individuals

3. Registrations

- 3.1. Ensure registrations must be made in advance of exam entry dates to allow sufficient processing times.
- 3.2. Ensure all students through ISDC Direct meet all the requirements as per the enrolment form or conditions.
- 3.3. Registration Process of the Students will be taken care by ISDC.

4. Examination Entry

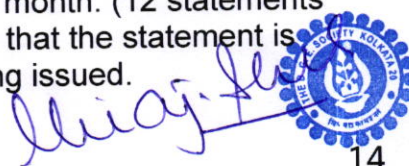
Ensure that your students are entered for their examinations by the required closing date. The Exam deadlines will be strictly adhered to and no exceptions can be made. All Exam Entry requests have to be approved and taken care or processed by ISDC.

5. Invoicing & Payment

- 5.1. As Partner is responsible for the collection of all fees, they are ultimately responsible for any outstanding debt on the students account for the duration of the agreement
- 5.2. Any disputed invoices/collection notices will be resolved as per clause 14


6. Monthly Statements

- 6.1. ISDC will issue a statement of account each month. (12 statements issued annually). The Partner must confirm that the statement is accurate within 10 working days of this being issued.



- 6.2. Any items on the statement the company wishes to dispute shall be confirmed to ISDC within 10 working days.
7. Payment for Invoices
- 7.1. An invoice or collection notice will be raised and issued to the Partner based on the Student Registration or Exam Entry Requests from the Partner time to time.
- 7.2. Payment for all fees (except for any disputed items) shall be made within thirty (30) days of receipt of a valid invoice/collection notice.
- 7.3. Once an invoice/collection notice has been issued, The Partner must make payment for the invoice/collection notice and any Services can be availed only after the Payment of Invoices/collection notice.
- 7.4. Partner must confirm when payment has been made to their Account Manager.
8. Unpaid Invoices
- 8.1. ISDC will issue reminders for any invoices/collection notices which remain unpaid after 30 days from the date of issue.
- 8.2. Unpaid invoices/collection notices after 60 days shall be referred to ISDC's debt collection process.
9. Tax Certificates
- 9.1. The One Time Enrolment fees to ISDC carries a Service Tax and the Partner can deduct the TDS for this before the payment and the TDS Certificate has to be produced to ISDC on quarterly.

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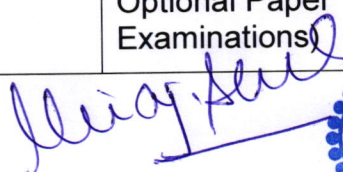
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Schedule 5

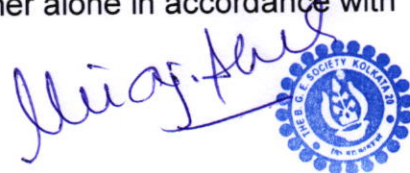
COMMERCIALS

1. The Partner has to pay an Annual Sign Up fee for the Centre INR 1,00,000/Plus Service Tax (Subject to the TDS Deduction) and the First Year Fees will be paid with in 30 days of Signing this Contract .
2. ISDC will provide Special Discounted Pricing for students registered by Partner as per the table below and be subject to the following conditions;

Time of the Payment	Amount	Deliverables Covered/Description
At the Time of Registration	INR 10000 Plus Service Tax	One Time Enrolment Fees
	INR 21600	Initial Registration with ACCA Plus Three Year Subscription and One Time Attempt of ACCA F1, F2 & F3 CBE Examinations. (Exams can be sat in any order)
Before the F4-F6 Examinations Entry	INR 30000	One Time Attempt of F4 (CBE) , F5 & F6 Examinations. (Exams can be sat in any order)
Before the F7 – P1 Examinations Entry	INR 20000	One Time Attempt of F7, F8,F9 & P1 Examinations. (F7 and F8 has to be attempted before F9 & P1 Examination)
Before the P2 – P7 Examinations Entry	INR 24000	One Time Attempt of P2, P3 and any Two of the Optional Papers (P4-P7) Examinations. (P2 and P3 has to be attempted before the Optional Paper Examinations)

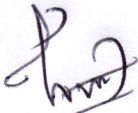

- 2.1. Should a student fail any of the exams on their first attempt, then all rest attempts will be charged at the market rate for India, with no discounts available.
- 2.2. The Special Discounted Pricing will only be available up until the third anniversary and three months of the student's registration with ACCA, thereafter all further ACCA exams will be charged at the market rate for India, with no discounts available.
3. ISDC will have the right to propose alterations to the Special Discounted Pricing. Any alterations to the Special Discounted Pricing will need to be agreed by Partner.
4. Any of the Fees mentioned above as per the Special Discounted Pricing is not refundable to the Partner even though the student leaves the Course at any point of time.
5. ISDC will make a Preferential Terms Payment to Partner at the end of each year of the Agreement based on the progression of Students from Fundamental Level to Professional Level.
6. The Preferential Terms Payment for the each year is based on INR 2,000 per Student subject to the progression of Students from Fundamental Level to Professional Level.
7. The Preferential Terms Payment calculation will be made on annually on every 31st March . Partner will raise an invoice for the Preferential Payment Terms Payment based on their calculation and will send this to ISDC. ISDC will verify the amount and make payment against the invoice within 30 days of receipt.
8. The Preferential Terms Payment from ISDC to Partner carries the Service Tax and this will be paid after deducting the TDS and the TDS Certificate will be given to the Partner annually.
9. The Special Discounted Pricing and Preferential Payment Terms are only available to Partner and students studying through ISDC Direct under this Agreement and any other students, current or future, who is registered by Partner and studying ACCA will not form part of this agreement and will therefore not generate a Preferential Payment, nor have access to Special Discounted Pricing.
10. The Partner has the right to charge a moderate Tuition Fee and Administration Fee for the ACCA Qualification for a given Course Plan and which has to be conveyed to ISDC ; Any Income taxes, business taxes and/ or surcharges, if any, relating to the Tuition Fees/Administration Fees shall be borne by Partner and calculated by Partner alone in accordance with applicable laws, including tax laws.



If you are in agreement with the contents of this Schedules, please sign and return the enclosed copies to this office at your earliest convenience so that each Party shall have a counterpart signed on behalf of the other.

Agreed for and on behalf of ISDC

In the Presence of



Mr. Tom Mannapurathu Joseph

Director - Strategy & Development

19th April 2017



Mr. Sudipta Sarkar

Asst. Manager – Business Development

19th April 2017

Agreed for and on behalf of BESC

In the Presence of



Mr. Miraj D Shah

Vice President

19th April 2017



Prof. Dilip Shah

Dean

19th April 2017