

Agency Agreement

Entered into between:

Technical University of Liberec

A public higher education institution under Act No. 111/1998 Coll., The Higher Education Act, as amended

Registered office: Studentska 1402/2, 461 17 Liberec

Company ID: 4674788

VAT ID: CZ46747885

Bank details: Ceskoslovenska obchodni banka, a.s., branch Liberec

Bank account number:

Represented by:

(hereinafter referred to as the "TUL")

And

SNY COSMOS Overseas Edu Consultants P Ltd

A Private limited company incorporated under the Companies Act, 1956 under Registrar of Companies Andhra Pradesh, Government of India

Registered office: New No 2, Second floor, Dr. Nair Road, T. Nagar, Chennai- 600017, India

Company ID: U80301AP2006PTC051953

GST Number: 33AALCS5378R1ZE

Bank details/ Account holder name: SNY COSMOS Overseas Edu Consultants P Ltd.

Bank account number: 50200016479152

Name of the bank: HDFC Bank Limited

Swift Code: HDFCINBBCHE

IFSC Code: HDFC0000206

Represented by: Nagarjuna Suryadevara

(hereinafter referred to as the "Agency")

THE PARTIES HAVE AGREED AS FOLLOWS:

1. Subject of this Agreement and Definition of Terms

1.1. The Agency hereby has the right to represent the TUL and arrange communication between the TUL and potential students in the Territory specified below with the aim for such students to enrol for studying at the TUL.

1.2. The following applies for the purposes of this Agreement:

Territory: [name of country / countries]



India, Nepal, Bangladesh, Sri Lanka

Study programmes: Accredited study programmes run at the TUL in English

1.3. This Agreement is non-exclusive; therefore, the Agency has no exclusivity rights with respect to conducting the activities specified below in the Territory.

2. Promoting the study programmes and the TUL

2.1. The Agency has the right to officially promote the TUL. The Agency undertakes to conduct activities necessary for the admission and checking of qualified applicants and take steps required to enrol them for studying at the TUL.

2.2. The Agency will therefore be involved in particular in the following:

- Promoting the study programmes in the Territory.
- Providing up-to-date information about the study programmes and studying in the Czech Republic to applicants.
- Providing assistance to applicants in preparing documents necessary for the nostrification process.
- Verifying the level of language skills required for the study programme an applicant is interested in studying in.
- Providing assistance in administering online tests.

2.3. The Agency will apply its best efforts required to make sure only international students with sufficient funds or an approved government loan apply for admission.

2.4. The Agency will notify applicants of the requirements and procedures of admission and registration to study at the TUL. The TUL will notify the Agency of any changes to such requirements and procedures in the period as current from time to time.

2.5. The Agency acknowledges that the decision of admission is solely at the discretion of the TUL, which will notify the Agency of the admission process results.

2.6. The use of any logos, works of art or photographs of the TUL and any advertising or promotion of the TUL by the Agency requires prior consent by the TUL.

2.7. The TUL undertakes to provide assistance to the Agency in promoting and offering the study programmes by providing the Agency with all information required by the Agency and with any brochures or promotional materials related to the study programmes, if the TUL has any and can make them available.

2.8. The TUL agrees to forward inquiries regarding the study programmes from applicants who are not students of universities, colleges or other parties in the Territory which the TUL has entered into an agreement or a Memorandum of Understanding in effect at the time of such inquiries to the Agency.

3. Reward for recommendation

3.1. The TUL will pay the Agency a reward for recommendation (commission) amounting to 15% of the sum a student registered to study as a result of the activities of the Agency under this Agreement will pay to the TUL for the first year of study. This commission constitutes a reward to be paid to the Agency for all of its activities under this Agreement and is a final sum.

3.2. The Agency's right to commission arises once the respective applicant has enrolled for studying and paid the tuition fee for the first year of study. The TUL undertakes to notify the Agency of this condition having been met within 30 days.

3.3. The TUL will calculate and pay the commission within two months after the student has paid the tuition fee. The payment of commission will be made based on an invoice issued by the Agency.

3.4. In order for the commission to be paid the following conditions must be met:

a) The student must be an international student and must not be a Czech citizen, not even under dual (or multiple) citizenship arrangements, neither may the student be a permanent resident in the Czech Republic.

b) The student has not applied to study at the TUL in the past.

c) All required admission and enrolment documentation of the student must be submitted by the Agency and clearly designated as coming from the Agency. If the applicant uses the TUL's online application form, the Agency must notify the TUL in order for the respective applicant to be matched to the Agency's activities.

d) The Agency will send to the TUL a separate invoice for each individual payment of commission under clause 3.1. The invoice must contain the name of the recommended student and must be issued to the following address: Technická univerzita v Liberci, Studentska 1402/2, 461 17 Liberec, Czech Republic, VAT ID: CZ46747885, always stating the faculty at which the student had enrolled to study.

3.5. The Agency will immediately notify the TUL of any discrepancies between applications sent to the TUL.

- 3.6. The Agency will actively carry out any subsequent measures regarding applicants and will make sure that all material, applications, test scores etc. are sent to the TUL as promptly as possible.
- 3.7. The Agency undertakes to hand over all information regarding admission and all general correspondence from the TUL directly to the applicant without undue delay.
- 3.8. The Agency is responsible for verifying the validity and accuracy of all documentation submitted along with the application. If the Agency submits counterfeit documentation, the Agreement will be terminated commencing from the date such documentation was submitted.

4. Marketing

- 4.1. The Agency undertakes not to publish any advertising, brochures or other promotional materials regarding the study programmes without prior consent by the TUL. All promotional activities which use the TUL's name or variations of its name or logo require express consent by the TUL.
- 4.2. The Agency acknowledges that the TUL will bear no cost related to the Agency's marketing and other activities aimed at enrolling prospective students.
- 4.3. The Agency undertakes to honestly and loyally represent the TUL in its activities under this Agreement and not to conduct any unauthorised representation of the TUL in matters not covered by this Agreement.

5. Duration and Termination

- 5.1. This Agreement comes into effect on the date of signature by each Party.
- 5.2. This Agreement is entered into for the period of three years.
- 5.3. This Agreement shall be renewed automatically by one year, possibly repeatedly, if in the prior year there were applicants who applied to study at the TUL as a result of the Agency's activities, and unless either of the Parties notified the other Party in writing of its decision to terminate this Agreement no later than three months prior to the scheduled expiration of this Agreement.
- 5.4. Either of the Parties may terminate this Agreement with or without stating the reason for termination. The period of notice shall be three months from the date of delivery of the notice of termination to the other Party. Should either of the Parties breach any of its obligations



under this Agreement, the other Party shall have the right to terminate this Agreement with immediate effect.

6. Relations between the Parties

This Agreement is not aimed to create or set up a partnership or joint venture between the Parties and no provisions of this Agreement may be interpreted to have this meaning.

7. Confidentiality

Information contained in this Agreement shall be considered confidential and may not be provided to any other third persons or parties.

8. Final Provisions

The Parties agree that all their relations under this Agreement will be governed by the law of the Czech Republic. The Parties agree that any disputes arising from this Agreement or in relation to it shall be dealt with within the jurisdiction of Czech courts. Local jurisdiction shall be determined by the registered office of the TUL.

Any changes and additions to this Agreement may only be executed by written amendments signed by both Parties.

This Agreement is executed in two duplicate originals, with one to be delivered to each Party.

Signature of the TUL's representative:

Name: Assoc. prof. RNDr. Miroslav Brzezina, CSc. Signature:

Position: Rector of the Technical University of Liberec Date:

Signature of the Agency's representative:

Name: Nagarjuna Suryadevara Signature:

Position: Managing Director Date:

