

Schedule I

1. Name of the Associate: Pritish Kumar Tripathy
2. Associate Id: 2177778
3. Name of the Course: M.tech Programming in DCS
4. Course duration/Academic year: 2023-2025
5. Name of the Institution: IIT Jodhpur
6. Fee Schedule of the Institution: INR 1,80,000
7. Total Approved Salary Advance: INR 1,80,000

Pritish K. Tripathy

7.2 If the Parties fail to amicably resolve the controversy, the Parties agrees that the Dispute shall be referred to a Sole Arbitrator. The arbitration shall be as per the Arbitration and Conciliation Act, 1996 as may be amended from time to time. The arbitration shall be held at Chennai. The language of the arbitration shall be in English. The arbitration award shall be final and binding on the parties. Where recourse to a court is to be made in respect of any Dispute, the courts at Chennai shall have the exclusive jurisdiction to try all Disputes between the Parties.

8. Notices

Any notice/s to be given by Parties shall be in writing and shall be through email communication and delivered by registered post or through courier. Any such notice/s to be served to the Associate shall be sent to his/her [PritishKumar.Tirpathy@cognizent.com] and any such notice/s to be served to Cognizant shall be to CIHEP2@cognizant.com. Any notice/s to be sent by registered post or courier shall be sent to their addresses mentioned hereinabove unless subsequently changed by written notice to the other Party.

9. Amendments and Waivers

No amendment or modification of this Agreement or any waiver under this Agreement shall be valid or binding unless made in writing and signed and acknowledged by both the Parties. No failure or delay by a Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the Execution Date.

**For Cognizant Technology Solutions
India Private Limited.**

Name: Maya Sreekumar
Designation: VP-HR

Associate

Name: Pritish Kumar Tirpathy,
Designation: Associate

Pritish K. Tirpathy

3.3 Associate shall repay the entire Salary Advance due to Cognizant within twenty-four (24) months or before their last working day whichever is earlier.

4. Reimbursement:

- 4.1 Upon successful completion of the Course within the prescribed Academic duration or within one additional year Associate shall be eligible for reimbursement of last semester course fee or INR 50,000 (Rupees Fifty Thousand Only) whichever is lesser.
- 4.2 Associate shall submit the course completion certificate and last semester fee receipt to avail the benefit of reimbursement as per the Policy.
- 4.3 Upon receipt of course completion certificate and last semester fee receipt, Cognizant shall reimburse the last semester fee or INR 50,000 whichever is lesser.

5. Payment of Outstanding Amount:

- 5.1 Associate agreed that in case if he/she fails to complete the course within the stipulated academic year except for the reasons stated in Clause 2.6, the unpaid Salary Advance due from the Associate, shall be paid to Cognizant as per the monthly instalment plan.
- 5.2 Associate agrees that in case of resignation or separation or termination due to misconduct or the Associate absconds from Cognizant prior to completion of course, separated owing to long deployable pool aging, or leaves Cognizant within One (1) year of successful completion of course, Cognizant shall be entitled to set off the Outstanding Amount against full and final settlement at the time of termination of employment.
- 5.3 Associate agrees that in the event the Associate chooses to de-enroll from the course on account of on-site international assignment, the unpaid Salary Advance, shall be paid in full before he/she moves to onsite.
- 5.4 Associate agrees that in the event the Outstanding Amount, are not recovered by setting off against full and final settlement at the time of termination of employment, Cognizant shall be entitled to initiate legal proceedings as per Clause 7 to recover the Outstanding Amounts.

6. Data Privacy

Associate acknowledges that Cognizant's terms and privacy notice do not apply to the Associate's interaction with the college or university. Associate further acknowledges and agrees that any information (including personal information as defined under applicable law) that the Associate may in the Associate's sole discretion choose to provide to the college or university, is given voluntarily, and for Associate's own individual benefit. Cognizant is not responsible for the data privacy or security applicable to the Associate's interaction with the college or university. Cognizant is not liable for any damages or losses suffered by the Associate due to the college or university's misuse of any of the Associates information, and Associate acknowledges there shall be no claims made against Cognizant for any act or omission of the college or university.

7. Dispute Resolution

- 7.1 The Parties shall attempt to resolve any dispute, claim or controversy arising under, out of or in connection with this Agreement (a "Dispute") amicably within a period of 90 days.

Pooja K. Prapathy

- B. Associate is presently an employee of Cognizant and is also on the payrolls of Cognizant.
- C. Associate has enrolled for the course under the Program and is desirous of availing Salary Advance under the Policy as set out in Schedule I to the Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, undertakings, and conditions set forth herein, the Parties hereto agree as follows:

1. Definition

- 1.1 "Course Fee" shall mean tuition fee, admission fee, application fee, caution deposit charged by the Institution for the first year/two semesters, up to a maximum amount of Rs.2,00,000/- in case of courses of less than 3 years duration and a maximum amount of Rs.2,50,000/- in case of four (4) years integrated M. Tech course.
- 1.2 "Institution" shall mean any college or university with whom Cognizant has tied up under the Program.
- 1.3 "Outstanding Amount" shall mean unpaid Salary Advance, amount reimbursed under clause 4 of the Agreement and/or any other amount liable to be refunded by the Associate under the terms of this Agreement.
- 1.4 "Policy" shall mean Higher Education Support Policy.
- 1.5 "Program" shall mean Cognizant Integrated Higher Education Program.
- 1.6 "Repayment Period" shall mean a maximum of Twenty-Four (24) months from the date of disbursal of Salary Advance.
- 1.7 "Salary Advance" shall mean payment made by Cognizant to Associate towards Course Fee as set out in Schedule I.

2. Salary Advance:

- 2.1 In consideration of this Agreement, Cognizant shall pay to the Associate Salary Advance as set out in Schedule-I, towards Course Fee.
- 2.2 Cognizant shall pay Salary Advance to Associate to his/her salary account post execution of this Agreement.
- 2.3 Within Fifteen (15) days of receipt of Salary Advance in the salary account, the Associate shall submit to Cognizant the receipt denoting payment of Course Fee to the Institution.
- 2.4 Associate shall use the entire amount of Salary Advance towards payment of Course Fee only.
- 2.5 All payments made hereunder shall be subject to perquisite tax, as applicable.
- 2.6 In case the Associate moving to onsite on international assignment due to business requirements, Associate shall have the option of continuing the course in virtual mode or to pause the course, subject to policy of the Institution. The Associate may resume the course post his/her return from international assignment subject to policy of the Institution.

3. Repayment of Salary Advance:

- 3.1 Associate agrees that the Salary Advance shall be repaid in twenty-four (24) equal monthly instalments from the month of disbursal of Salary Advance, along with perquisite tax, as applicable.
- 3.2 Associate shall have the option to repay the entire Salary Advance prior to Repayment Period by transferring the outstanding Salary Advance amount to Cognizant's bank account.

Prof. K. K. Prapathy



తెలంగాణ తెలంగాణ TELANGANA

Tran Id: 230807130307581037
Date: 07 AUG 2023, 01:05 PM
Purchased By:
PRITISH KUMAR TRIPATHY
S/o PRADEEP KUMAR TRIPATHY
R/o HYDERABAD
For Whom
** SELF **

BA 482123
Karpura
IKKURTHY KALPANA
LICENSED STAMP VENDOR
Lic. No. 15-10-010/2019
Ren.No. 15-10-080/2021
PLOT NO 1188 SRI SWAMY
AYYAPPA CO-OP HOUSING
SOCIETY MADHAPUR
SERLINGAMPALLY Mandal
RANGAREDDY DIST
Ph 9490666722

HIGHER EDUCATION SUPPORT AGREEMENT

This Higher Education Support Agreement (this "Agreement") is entered into as on this 07th August 2023 (the "Execution Date") by and amongst:

1. **Cognizant Technology Solutions India Private Limited**, a private limited company established in accordance with the Indian laws and having its registered office at 5/535, Old Mahabalipuram Road, Okkiam Thoraipakkam, Chennai 600 096 (hereinafter referred to as "**Cognizant**" which term shall, unless repugnant to the context, mean and include its successors and permitted assigns);
2. Mr/Ms. Pritish Kumar Tripathy, Associate, 2177778, residing at C-105, Acropolis Apartment, Gothapatna, Bhubaneswar – 751003, Odisha (hereinafter referred to as "Associate")

Cognizant and Associate are hereinafter referred to collectively in this Agreement as the "Parties" and individually as a "Party".

WHEREAS:

- A. Cognizant is involved in the business of providing IT services, including digital, technology, consulting, and operations services. Cognizant being committed to employees' growth and development has tied up with colleges/universities as part of 'Cognizant Integrated Higher Education Program' (hereinafter referred to as "the Program") and has formulated 'Higher Education Support Policy' (hereinafter referred to as "the Policy") to financially support eligible Associates to pursue higher education.

Pritish Ku. Tripathy