

AGREEMENT COVERING HIGHER STUDIES

ARTICLES OF AGREEMENT made at Hyderabad on this November 17, 2021

BETWEEN

M/s. A D P Private Ltd., Raj Bhavan Road, Hyderabad, (hereinafter referred to as "THE EMPLOYER" / "COMPANY") of the **FIRST PART**

AND:

Mr. Theerdha Sagar Nimmagadda S/O or D/O Sai Babu Nimmagadda, residing at and having permanent address at **flat no: 401, Aura Apex developers, Street - 16, Hyderabad, Telangana** (hereinafter referred to as "**THE EMPLOYEE**") of the **SECOND PART** :

The expressions shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, legal representatives and assigns.

WHEREAS, the Employee has sought permission for pursuing studies in the field of **Data Science & Engineering (M.tech.) (BITS)** covering duration of part time / full time study for **24** months under the Company's Higher Education Assistance Programme.

AND WHEREAS the Company has approved the request of the Employee for prosecuting higher studies in the field of **Data Science & Engineering (M.tech.) (BITS)** and in furtherance of the higher studies assignment, the First Party has agreed to sponsor the Employee to undergo higher studies which involves incurring of considerable expenditure by the Employer; on the terms and conditions hereinafter contained including the condition that on completion of the studies, the Employee shall serve the Employer / Company for a minimum period of **12 months, from the date of completion of studies.**

AND WHEREAS the Company has agreed to sponsor the Employee for higher studies and the Employee has accepted the proposal subject to following terms and conditions: -

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Employee working in the Company since **July 27, 2015** has sought financial assistance of **Rs.2,67,500.0**, under the Higher Education Assistance Programme as applicable to him/her applicable being part-time higher education. The Employee has taken admission to **Data Science & Engineering (M.tech.) (BITS)**.
2. The Company has agreed to sponsor the candidature of the Employee for prosecuting studies with **Data Science & Engineering (M.tech.) (BITS)** Institution for a duration of **24** months commencing from the academic year **September, 2021** and pay a scholarship amount of **Rs.2,14,000.0** which covers up to 80% of the total costs of the Programme/Full cost of the Programme **or Rs. 1,50,000 (Rupees One Lakh Fifty Thousand Only) whichever is less, including tuition fee, registration fees, books and materials.**
3. It is agreed that Leave will be granted only for examination dates and any mandatory contact classes of about 1-2 weeks in a year. Under certain situations, flexible work time may be arranged to accommodate completion of the course work when the course is not offered during non-business hours. The flexi-time must be pre-approved by the Employee's Manager, based on the project's business needs.
4. It is agreed that the Employee must successfully complete the course in a grade of "pass" or "complete". In case the Employee fails to complete the course or does not pass the course, he or she will forfeit the reimbursement. If any funds have already been reimbursed to the Employee, the Company will recover the amount.
5. It is understood between the parties that the policy, terms and conditions of Higher Education Assistance Programme could be changed or modified at any time at the discretion of the Company, which will have prospective effect.

6. The Company reserves to itself the right to withdraw the sponsorship and financial assistance provided to the Employee without notice for reasons if any act of the Employee is against the interest of the Company.
7. The Company shall have a right to terminate the Employment of the Employee during the period in which he/she is required to serve the Employer / Company, if his/her services are found unsatisfactory or not required or if he/she is found guilty of any misconduct. On such termination also, the employee is liable to refund the amount as mentioned in Clause –4 supra.
8. The Employee agrees and undertakes that he/she shall not obtain any employment or work in any capacity or under any designation with any other person, Company, firm, undertaking or business or trade in the Union of India or elsewhere whether for consideration, reward or not during the period of compulsory service with the Employer / Company and in the event Employee commits breach of this Article then without prejudice to any other remedies and powers contained in this Agreement, the Company shall be entitled to obtain an injunctive or prohibitory order prohibiting the Employee from serving and / or engaging himself/herself with any other person, Company, establishment, firm, organization or institution and/or from working or engaging in any capacity or otherwise with any person, Company, establishment or institution and/or from doing any act or thing which would be in breach of and/or in violation of these presents. The above is in addition to liability of the employee to refund the amount as per Clause – 4 supra in case he/she fails to serve the Company as undertaken by him/her in Clause 9&10 supra.
9. **ARBITRATION:** In the event of any dispute or disagreement over the interpretations of any of the terms herein-above contained, or any claim or liability of any party, payable in India, in rupees the same shall be referred to the Arbitrator nominated by the Employer. All disputes or disagreements as stated herein-above should be referred to Arbitrator nominated by the Employer / Company whose decision shall be final and binding upon all the parties hereto. Such reference shall be deemed to be a submission to arbitration under the Arbitration and Conciliation Act, 1996, or of any modification or re-enactment thereof. The venue of arbitration shall be Hyderabad, India subject to the jurisdiction of courts in Hyderabad, which shall have exclusive jurisdiction in proceedings to enforce the arbitration agreement and not for enforcement of the award, to the exclusion of all other Courts.
10. **ADDRESS OF PARTIES:** Any change in the address of any of the concerned parties i.e., Employer or Employee shall be intimated to the other party by registered mail return acknowledgement due by the party whose address has changed within a period of seven days of such change. If no such change has been intimated or received, the addresses mentioned above shall be deemed to be the addresses of the concerned parties and delivery of such notice at the above addresses will constitute sufficient notice to the parties for all proceedings to be initiated, as necessary.