



UNICA

UNICA

University Common Application

Student Procurement Agreement UNICA (SIP) Portals and Scholarships

The terms of agreement is made as on xx/xx/xxxx("Effective Date") by and between _____ through its authorized representatives an Education Institution in _____(the "first party") and M/s Unica Solutions Pvt Limited Limited through its Director, a registered company in New Delhi, INDIA having its registered office at 2, Vigyan Vihar New Delhi 110092, India (the "Second Party"), together referred herein as "Parties"

"The expressions first party and second party shall mean and include their respective Owners, directors, assignees, successors, executors, Investors, nominees, office bearers, officials etc."

RECITAL

WHEREAS, First Party is an educator with primary role to educate students under the programmes/courses offered as per the details mentioned on ___www._____ and Second party is a leading B2B organization in field of global student mobilization and provide technology, processing applications and channelizing solutions to High Schools, Universities Government bodies and organizations engaged in international student mobilization.

NOW, THEREFORE, in consideration of the covenants for procurement of direct applicants/students using digital technology by the second party for enrolment with the first party, first party and second party (each "Party"; collectively, the "Parties or both Parties") agree as follows:

DEFINITIONS

- A) **“Student or Applicant”** is an individual seeking assistance for admission or scholarship.
- B) **“High School”** is defined as an organization that delivers education at senior secondary level.
- C) **“Institution”** is defined as an organisation that delivers education at tertiary level. They are also known as University, colleges, polytechnic, Centre, Research Centre or University of Applied Sciences.
- D) **“Government Agencies”** means a government owned or subsidised organisation, or part of the government structure like a ministry or embassy, who is responsible for export of education/ promotion of their higher education abroad.
- E) **“Portal”** is defined as the website, mobile application or any kind of digital engagement tool.
- F) **“SIP”** stands for student interaction portals, these can be third party or fully/semi owned portals by the second party. Student will learn about the first party and engage to make application on the SIP.
- G) **Procurement Budget** means the total amount agreed with the first party for the procuring each student using the SIP of second party.
- H) **Scholarship** is the Bursary / scholarship reward offered by the first party to the students applying using the SIP of the second party.
- I) **Additional Scholarship** is the amount awarded to student besides the scholarship to the student by second party out of the procurement budget.
- J) **Financial Assistance** stands for further assistance provided by the SIP of the second party to the student in form of corporate/government scholarships or in forms of education loan.

1. RULES OF INTERPRETATION

- A) Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- B) References to Clauses and schedule are to Clauses of and schedule to this Agreement and references to paragraphs are to paragraphs of the relevant schedule.
- C) The schedule(s) form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedule.
- D) A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied in accordance with its terms from time to time.
- E) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- F)** Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- G)** A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, investors, successors and permitted assigns.
- H)** A reference to any party shall include that party's personal representatives, successors and permitted assigns
- I)** A reference to writing or written includes faxes and Read Request Confirmed Emails, where receiver of the written electronic forms has accepted the read request sent with the email. But no other electronic form, where a reference to writing or written includes electronic forms and the sending or supply of notices in electronic form.
- J)** Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- K)** Where the context permits, other and otherwise are illustrative and shall not limit the sense of the words preceding them.
- L)** References to a document in "agreed form" are to that document in the form agreed by the Parties and initialled by them or on their behalf for identification.
- M)** A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, provided that, as between the Parties, no such amendment, extension or re-enactment made after the date of this Agreement shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.
- N)** A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- O)** Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

ROLES AND RESPONSIBILITIES OF THE FIRST PARTY:

1. That first party has agreed to provide and share all the relevant data, materials, information related to the Institution, and courses/programmes to the second party from time to time using the online account on the portal of second party to access all the eligibility criterion, Application procedures for various courses offered by the first party.

- 2.** That the first party shall ensure that all the information related to Institution profile, latest course, fee structure, contacts, student facilities, marketing materials, application turn around time for processing the applications etc. will be provided to the second party so as to facilitate the student in procuring admission to the courses offered by the first party within a specific time period.
- 3.** That first party has assured the second party that all the relevant information as required and informed by the second party to the first party from time to time for procurement of admissions to the students through the portal of second party shall be promptly upgraded and provided by the first party and First party shall not delay without any reasonable cause the applications of the students and if any delay occurs on the part of the first party in issuing the offer letter or any other relevant document the same shall be intimated to the second party as soon as possible.
- 4.** The first party shall provide up-to-date written materials or website links that include information on admissions criteria, processes, procedures and documents necessary for the application process; tuition & fees; academic programs; academic calendar; location; facilities, including accommodations; meal plans; etc. whatever is applicable to the Institution.
- 5.** That first party shall authorize second party to utilize all courses/ details as provided by the first party on the portal of second party for procurement of the students and in this process the second party can share the said information with its student interaction portals (SIP).
- 6.** That first party shall provide marketing support to the second party to appropriately advertise, promote and publish the profile of the first party on its portal as and when first party makes provisions for such support for the second party, organize webinars and similar provisions to support the queries of students and establishing direct interaction to gain the confidence of the student.
- 7.** That first party shall provide procurement budget for procuring each student to the second party in order to successfully enroll them with the first party. Such procurement budget shall be used by the second party for the following purposes:
 - a) To Provide additional Scholarship to the students
 - b) To engage the manpower and marketing resources in order to procure and process the applications
- 8.** That first party has agreed to allocate: ____ (Dynamic entry picked from the ONLINE account) ____ towards procurement budget on every student procured and successfully enrolled with the first party. The said procurement budget must be paid to the second party by the first party within 6 weeks of the enrollment of the candidate.

9. That first party shall be responsible for processing the applications of the students once it is received by them within the defined turn around time, and the first party shall verify the documents and promptly respond to the second party with an appropriate outcome of the application.

10. All decisions whether to admit, enroll, or matriculate any applicant is solely subject to the discretion of the First party. First party will evaluate all applicants who submit complete applications to consider whether they meet First party's admission requirements, comply with timelines and requirements, and the immigration requirements of the **(YOUR COUNTRY)**.

11. First Party shall provide a student orientation wherever necessary prior to the commencement of the programme and enrolment.

12. First Party shall provide international student services and student services to relevant applicants.

13. Assign a liaison/ SPOC (single point of contact) responsible for matters concerning the agreement, including communication within the institution with Second Party.

ROLES AND RESPONSIBILITIES OF THE SECOND PARTY:

1. That second party shall provide all the information prescribed by the first party on the portal of second party in case of any discrepancy the same shall be raised by the first party within a reasonable time and first party shall provide the latest fee structures or web links for the same to the second party without any ambiguity so that the same shall be accessible to the students.

2. That second party shall use and utilize the any additional marketing budget if allocated by the first party for promotion and advertising the first party and its course by attracting more traffic on the profile of the first party hosted on the SIP. The same shall not be used for any other purposes.

3. Second party shall distribute written materials provided by the first party to prospective applicants which include information on admissions criteria, processes, procedures and documents necessary for the application process; academic programs; academic calendar; location; facilities, including accommodations; meal plans; etc.

4. Second party shall offer services related to application to the first party, including one-on-one counseling, arranging interviews with the representatives of the first party, assisting applicants throughout the application process, assisting applicants with visa applications, and additional follow-up services.

5. Second party shall inform the first party when each student receives a visa.

6. Assign a liaison/ SPOC (single point of contact) responsible for all matters concerning the agreement, including communication within the parties.
7. Second party shall ensure that all written materials meet marketing and branding requirements of the first party. The first party prior to publication, online or print, must approve these materials.
8. Second party agrees to keep and maintain all student related information and records in accordance with the applicable law.

THE SECOND PARTY SHALL NOT:

1. Make any representations or offer any guarantees or promises to prospective students about specific courses, programs, or majors they will be able to take or enroll in, or scholarships or financial assistance.
2. Make any overt or implied claim or representation, or offer any guarantees or promises, to prospective students with respect to individual employment following the completion of any of the educational programs offered by the First Party.
3. Contest the first party related to the policies and procedures regarding academic progress, attendance requirements, and academic integrity.

BOTH PARTIES AGREE TO THE FOLLOWING RESPONSIBILITIES:

1. Comply with all laws and regulations in INDIA and the **(YOUR Country)** and any relevant state under this agreement; and resolve any disputes using mediation
2. Treat this agreement and its contents as confidential, as permitted by law.

THE PARTIES HAVE EXECUTED THIS AGREEMENT EFFECTIVE THE DATE FIRST STATED ABOVE.

First Party

Name: _____

Address: _____

Signature: _____

Designation: _____

Date: _____

Second Party

Name: _____

Address: _____

Signature: _____

Designation: _____

Date: _____