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SERVICES AGREEMENT

For

Special Services (Employability) for
A] Existing Final Year Students &
B] New Degree Apprenticeship Programs by HEI

Between

BIMALA PRASAD CHALIHA COLLEGE
NAGARBERA, KAMRUP, ASSAM, PIN-781127

And

ASSAM ELECTRONICS DEVELOPMENT CORPORATION LTD.
Industrial Estate, Bamunimaidan, Guwahati- 781021, Assam

And

TEAMLEASE EDTECH LIMITED
903, Western Edge II,
Western Express Highway, Borivali (E), Mumbai - 400066

24th day of August 2023

Principal & Secretary
B.P. Chaliha College, Nagarbera

Services Agreement

THIS AGREEMENT is made this **24th day of August 2023**, by and between:

(i) **Bimala Prasad Chaliha College,** Nagarbera having its headquarters at Nagarbera, Kamrup, Assam hereinafter called the **"HEI"** or the **'First Party'** of the **FIRST PART.**

AND

(ii) **ASSAM ELECTRONICS DEVELOPMENT CORPORATION LTD. (AMTRON),** having its registered office at, Industrial Estate, Bamunimaidan, Guwahati- 781021, Assam, hereinafter called **"Program Manager"** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their administrators, successors in business and permitted assigns) or the **'Second Party'** of the Other Part

AND

(iii) **TEAMLEASE EDTECH LTD.,** having its registered office at 903, Western Edge II, Western Express Highway, Borivali (E), Mumbai - 400066 and possessing ROC registration number U80301MH2010PTC211390 hereinafter called **"Technology Service Provider"** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their administrators, successors in business and permitted assigns) or the **'Third Party'** of the Other Part

Where as

1. The Technology Service Provider is a Company incorporated under the Companies Act, I of 1956 and is engaged in the business of providing Education Support services for Educational HEIs and Universities.
2. The HEI is a UGC approved HEI that has endeavoured to launch programmes that will create employable manpower, which is of crucial importance to the economy of the state and the country.
3. The HEI is committed to make learning more effective by application of new technology and innovations.. Further the HEI is committed to provide a wide range of professional and vocational Programs to meet the changing socio-economic needs, with human values and purposeful social responsibility.
4. The Technology Service Provider shall provide its services for all Programs offered by the HEI subject to the terms and conditions hereinafter recorded and agreed to between the parties.
5. The Program Manager shall provide program management for all Programs offered by the HEI subject to the terms and conditions hereinafter recorded and agreed to between the parties.

Principal & Secretary
B.P. Chaliha College

ASSAM ELECTRONICS DEVELOPMENT CORPN. LTD.

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NOW THEREFORE, IN VIEW OF THE MUTUAL PROMISES AND CONSIDERATION SET OUT HEREIN, the Technology Service Provider and the HEI (each individually a "**Party**" hereto and collectively the "**Parties**") have agreed to enter into this Services Agreement ("**Agreement**") to govern the way in which the Technology Service Provider will provide Academic Support Services to all DA Programs offered by the HEI.

Scope of Agreement

1.1 Scope

This Agreement shall govern the provision of the Employability & Upskilling Services (Apprenticeship/Internship/Trainee/Employee) henceforth known as **'Special Services'** to Students who are admitted in existing Programs or new Degree Apprenticeship (DA) Programs (Degree, Diploma, Certificate Programs) by the HEI as per the Program Schedule. The Primary Service will include Special Services delivered to the student on behalf of the HEI by the Technology Service Provider & the Program Manager will handle the program management.

The Special Services will be provided to the HEI students in 2 Formats

- **Format A - Special Services for the Final Year Students**
- **Format B - Launch of new Degree Apprenticeship (DA) Programs with Special Services**

The responsibilities of each party are mentioned in **Annexure A.** The complete list of Programs intended to be covered by this Agreement is provided in **Annexure B** to this Agreement. The afore-mentioned list may be modified by mutual consent at any stage as may be required therein. The fees sharing arrangement between the parties is covered in **Annexure C.** The refund policy is covered in **Annexure D** to this agreement.

1.2 Commencement and Duration of this Agreement

This Agreement shall come into effect on the Effective Date and shall continue till the completion of an initial period of Five years. The Agreement may be renewed with written consent of both the parties for a further period unless either of the parties decides otherwise. In case, any one of the parties decides not to continue or renew the Agreement, the party shall be required to give a written notice to the other party of at least 90 days prior to the expiration of this Agreement.

1.3 Approvals and Required Consents

Each Party shall at all times and at its own expense (a) strictly comply with all Applicable Laws, now or hereafter in effect, relating to its performance of this Agreement; (b) pay all fees and other charges required by such Applicable Laws; (c) maintain in full force and effect all licenses, permits, authorizations, registrations and qualification from any Authority to the extent necessary to perform its obligations hereunder; and (d) Cooperate with each other to the fullest extent to fulfill the above mentioned requirements.

Principal & Secretary
B.P. Chaliha College, Nanarbera

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Breach & Rectification

In the event that either Party believes that the other is in material breach of its obligations under this Agreement, such aggrieved Party may

i. Serve a Sixty (60) days' notice for curing this material breach. Any notice served pursuant to this Article shall give reasonable details of the Material Breach.
ii. If the Material Breach is not rectified within this period of 60 days, the aggrieved Party will have the option to terminate the Agreement immediately.

1.4 Effect of Termination

On the termination of this Agreement as per the effective date aforesaid, the HEI shall stop the use of the Special Services & the Content and shall return the same to the Technology Service Provider forthwith, along with all documentation copies related to the Service. The Technology Service Provider will continue to service all enrolled students and the HEI will provide necessary support such as conducting exams and the issuing of certificates until the successful completion of the Programs they are admitted for as per the agreed-upon terms and conditions as provided therein. The Fee sharing for these set of students shall continue for this remaining extended period as per the Annexure C.

1.5 Dispute Resolution

This Agreement shall be interpreted and construed in accordance with the laws of India. Any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof, which cannot be resolved through mutual discussions, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. In the event the Parties are unable to agree on who the sole arbitrator will be, the dispute shall be finally settled by a sole arbitrator, appointed pursuant to Section 11 of the Arbitration and Conciliation Act, 1996. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made thereunder shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Guwahati, Assam. Each Party shall bear their own costs and expenses, incurred in connection with the arbitration proceedings.

Indemnification

Each Party shall indemnify and hold the other Parties harmless from third-party claims arising from or related to

a) A breach of the terms of this Agreement; or
b) A violation of any Applicable Law.

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Kamal Chandra Barua
Principal
B.P. Chaliha College, Nagarbera

The foregoing is, however, conditional upon the aggrieved party ("**Indemnified Party**") (i) notifying the party in breach ("**Indemnifying Party**") in writing and in detail without undue delay, (ii) authorizing the Indemnifying Party to conduct any judicial proceedings with such third party on its own, and (iii) providing the Indemnifying Party (at the expense of the Indemnifying Party) with any reasonable assistance so that the Indemnifying Party can defend such third party claims.

Protection & Limitation

1.6 Warranties

The Technology Service Provider warrants and represents to the HEI that:

i. it has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
ii. this Agreement is executed by a duly authorized representative of Technology Service Provider;
iii. it shall discharge its obligations under this Agreement with due skill, care and diligence.

The Program Manager warrants and represents to the HEI that:

iv. it has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
v. this Agreement is executed by a duly authorized representative of the Program Manager;
vi. it shall discharge its obligations under this Agreement with due skill, care and diligence.

The HEI warrants and represents to the Technology Service Provider and the Program Manager that:

i. it has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
ii. this Agreement is executed by a duly authorized representative of the HEI;
iii. it shall discharge its obligations under this Agreement with due skill, care and diligence.

1.7 Limitation of Liability

Notwithstanding anything to the contrary elsewhere contained in this Agreement between the parties, neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had advance notice of the possibility of any such damages

1. 8 Force Majeure

Neither Party to this Agreement shall be liable to the other for any loss or damage which may be suffered by the other, due (directly/indirectly) to the extent and for the duration of any cause beyond the reasonable control of the Party unable to perform due to

Principal
B.P. Chaliha College, Nagarbera

("**Force Majeure**") events such as but not limited to acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, communal clashes, incidents of violence, lock-outs beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article.

The Party seeking to rely on Force Majeure shall promptly, within 2 days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense with particulars detailed in writing to the other Party and shall demonstrate that it has and is taking all reasonable measures to mitigate the events of Force Majeure.

Intellectual Property

Each party owns, and will continue to own all rights, title and interests in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this Agreement, or that it created or acquired independently of its obligations pursuant to this Agreement (collectively, "**Pre-existing Works**"). All rights in Pre-existing Works not expressly transferred herein are reserved to the owner.

Specifically, all Intellectual Property created by the Technology Service Provider or its Partners at their cost is considered as Pre Existing Works and will continue to be the exclusive property of the Technology Service Provider. Content created and provided by the HEI will remain the exclusive property of the HEI, other than to the extent it has permitted use by the Technology Service Provider under this Agreement.

Miscellaneous

Independent Contractor - Personnel assigned by Technology Service Provider to perform the Services shall be employees of Technology Service Provider, and under no circumstances will such personnel be considered employees of the HEI. Technology Service Provider shall have the sole responsibility for supervision and control of its personnel. The personnel are under the direct control and disposal of the Technology Service Provider in respect of the execution of the services forming part of the responsibilities assigned to the Technology Service Provider. Technology Service Provider shall have the sole responsibility for payment of such personnel's entire compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all applicable laws.

Trademarks, Publicity - Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the

Head Campus Director
Thakur College, Nagarbera

ASSAM ELECTRONICS DEVELOPMENT CORPN. LTD. GHY-21

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Parties is listed, neither Party shall publish or permit to be published either along or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed.

Assignment – This Agreement and the rights and obligations contained herein may not be assigned by either Party without the written consent of the other Party.

Severability - If any provision of this Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question, which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

Delays or Omissions - No delay or omission to exercise any right, power or remedy accruing to any Party, upon any breach or default of any Party hereto under this Agreement, shall impair any such right, power or remedy of any Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach of default under this Agreement or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this in the Agreement, or by law or otherwise afforded to any Party shall be cumulative and not alternative.

Compliance with Laws & Regulations - Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to it) at all times comply with all Applicable Law. For the avoidance of doubt the obligations of the Parties to this Agreement are subject to their respective compliance with all Applicable Law.

Entire Agreement - This Agreement and all schedules appended thereto constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein.

Survivability - The termination or expiry of this Agreement for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

Amendment - The Parties acknowledge and agree that amendment to this agreement shall be made in writing. Any such amendment made in writing shall be binding upon the Parties.

Kamal Chandra Barua
B.P. Vidhilla College, Jogighopa

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Notices

(a) Any notice required to be given by any party hereto to the other under this Agreement or in law shall be issued in writing and sent either by facsimile, email, registered post acknowledgement due or by hand delivery at the details given below:

Party of the First Part (College)

Address:	The Principal Bimala Prasad Chaliha College, Nagarbera
Email address:	bpccnagarbera1972@gmail.com

Party of the Second Part (SUPPORT SERVICE PROVIDER)

Address:	The Managing Director, Assam Electronics Development Corporation Limited, (AMTRON) Industrial Estate, Bamunimaidan, Guwahati- 781021,Assam
Email address:	md@amtron.in

Party of the Other Part (TECHNOLOGY SERVICE PROVIDER)

Address	: The CEO, TeamLease Edtech Ltd, 903, Western Edge II, WE Highway, Borivali East, Mumbai - 400066
Email address	: edtech@teamlease.com

(b) A notice to a party must be addressed to that party at the address mentioned above or such other address as may be notified.

(c) A notice sent by mail or delivered by hand is effective upon receipt.

(d) A notice sent by facsimile or email is effective upon receipt of confirmation of successful transmission to the recipient unless it transmitted after the close of normal business hours, or on a Saturday, Sunday or a public holiday, in which case it is effective on the opening of business on the next business working day at the intended place of receipt.

IN WITNESS WHEREOF the Parties have by duly authorized representatives set their respective hands and seal on the date first above written in the presence of:

Principal & Secretary
Bimala Prasad Chaliha College, Nagarbera

ASSAM ELECTRONICS DEVELOPMENT CORPN. LTD. GHY-21

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Signed and delivered for and behalf of B P Chaliha College: Signature: Name: Dr. Ramal Ch. Pathak Designation: Principal Date: 24/02/23	**In the presence of:** Witness Signature: Name: Dharma Das Date:
Signed and delivered for and behalf of Assam Electronics Development Corporation Limited (AMTRON): Signature: Name: Designation: Date:	**In the presence of:** Witness Signature: Name: Date:
Signed and delivered for and behalf of TeamLease EdTech Limited: Signature: Name: Designation: Date: 21/02/23	**In the presence of:** Witness Signature: Name: Date:

Annexure A – Roles & Responsibilities

Format A - Special Services for Existing Students currently enrolled with the HEI (Final Year Only)			
Area	**HEI**	**Technology Service Provider**	**Program Manager**
Single Point of Contact	To nominate a Senior Officer / Academician as a single point of contact (SPOC) for all activities under the Agreement.	Provide a SPOC for coordination	Overall Program Management
Student Awareness	The HEI will take full effort to spread awareness about the Opportunities.	The programs shall also be listed on the Digivarsity Portal of the Service Provider for discovery and enrolments	Accessibility of data
Academic Delivery including examinations	All academic requirements of the students including requisite credits, classes & assessments are taken care of	Self Learning Online Modules for Upskilling Program	Accessibility of data
Employability & Upskilling Services (On-job Training)		3 Opportunities as per the Career Function choice of the student via the IT / Digital platform	Accessibility of data
IT / Digital Infra setup		Setup & provide the IT /Digital Infrastructure for the Special Services	Accessibility of data
Orientation & Information / Paperwork		Orientation & documentation for the Student to join the Special Services	Accessibility of data
Student Progress Tracking	Track the student progress on IT / Digital Platform provided by the Technology Service Provider to track the number of opportunities & progress of students		Accessibility of data

Principal & Secretary
B.P. Chaliha College, Nagarbera

Format B - Launch of new Degree Apprenticeship (DA) Programs with Special Services

Area	HEI	Technology Service Provider	Program Manager
Single Point of Contact	To nominate a Senior Officer / Academician as a single point of contact (SPOC) for all activities under the Agreement.	Provide a SPOC for coordination	Overall Program Management
Program Curriculum	Jointly designed by the HEI, Technology Service Provider & Program Manager		
Student Mobilization / Marketing / Acquisition	Jointly handled by the HEI & the Technology Service Provider		
Academic Delivery - Classroom	**Classroom -** Academic Requirements of the Students as per the finalized Program Curriculum with the Technology Service Provider including providing question papers for conducting online examinations of the students	**Online** - Program Content including recorded video lectures, study material & assessments. Self Learning Online Modules for Upskilling Program	Accessibility of data
Online Examinations	Question Paper as provided by the HEI	Online Examinations - Platform	Accessibility of data
Program Mark Sheet / Report Cards / Certification / Degree / Diploma	Provided by HEI		Accessibility of data
Employability & Upskilling Services (Apprenticeship/Internship/Trainee/Employee)		3 Opportunities as per the Career Function choice of the student via the IT / Digital platform	Accessibility of data
IT / Digital Infra setup		Setup & provide the IT /Digital Infrastructure for the Special Services	Accessibility of data
Orientation & Information / Paperwork		Orientation & Information along with the Paperwork for the Student to join the Special Services	Accessibility of data

Principal & Secretary
B.P. Chaliha College, Nagarbera

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Annexure B – List of Programs

The list of Programs for which the Technology Service Provider shall provide the said Special Services is provided below. This list may be modified by mutual consent.

Format A - Special Services for Existing Students currently enrolled with the HEI (Final Year Only)

Name of Program	Total Program Fees
All Degree / Diploma / Certification Courses currently run by the HEI	**College Course Fee + 12000 (AEDP fee) / course**

Format B - Launch of new Degree Apprenticeship (DA) Programs with Special Services

Name of Program	Total Program Fees
Bsc (IT / Comp Science)	**Rs. 72,000/-**

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B.P. Chaliha College, Nagarbera

Annexure C – Fees Sharing

In consideration of providing the Special Services, the method of payment shall be as follows:

Format A - Special Services for Existing Students currently enrolled with the HEI (Final Year Only)

Existing Program	Fees for the Special Services	Share of the Fees of Technology Service Provider	Share of Fees of the Program Manager
Any Degree / Diploma / Certification Program	Rs. 12000 (includes government taxes)	Rs. 10800 (includes government	Rs. 1200

Format B - Launch of new Degree Apprenticeship (DA) Programs with Special Services. The fee for the said program shall be decided by the HEI under the advice of the Program Manager and the Technology Service Provider

Student Total Fees Share	Share	HEI	Technology Service Provider	Program Manager
Program Management	10%			Due to PM
Student Mobilization	30%	Due to HEI If student is enrolled by HEI	Due to TSP If student is enrolled by TSP	Due to PM if student is enrolled by PM
Academic Delivery - Classroom	10%	Due to HEI		
Academic Delivery - Online	10%		Due to TSP	
Special Services	40%		Due to TSP	

Other Terms & Conditions:

- Fees Collection Method: A payment gateway will be set up by the Technology Service Provider for Fees Payment and the agreed upon revenue share will be split and deposited in the respective accounts of the HEI, Technology Service Provider & the Program Manager.
- Any other value-added facilities/services without damaging the agreed upon quality and content of the original shall be purely optional for the students. Such fees will be charged directly by the Technology Service Provider & Program Manager with mutual consent with the HEI
- All refunds due to student as per Annexure D will be processed by the payment gateway in the same ratio as was received originally.

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B.P. Chaliha College, Nagarbera

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Annexure D – Fee Refund Policy

This fee refund policy is applicable only to Format A - Special Services for Existing Students currently enrolled with the HEI (Final Year Only). Fee refund policy for new courses (Format B) shall be decided jointly by the HEI, Program Manager & Technology Service Provider.

Full Refund

- Student will get a full refund in case the Program is cancelled by the HEI or the Technology Service Provider
- Upon withdrawal from the Program by the student prior to the start date of Special Services offered by Technology Service Provider, a student can claim for a refund of 100%
- Student can claim for 100% refund if s/he is not provided with at least 3 On-job training (OJT) opportunities within 90 days from the day of completion of enrolment
- Family can claim for the 100% fee refund in case of any permanent disability or mortality of the student

Partial Refund

In case the student does not qualify for a full refund, a partial refund can be considered subject to the following deductions

- Failure to attend an interview shall draw the following penalty that shall be deducted from the fee paid, while computing the refund amount

No. of opportunities	Penalty
Not attended 1 interview	10% deduction from paid fees
Not attended 2 interviews	20% deduction from paid fees
Not attended 3 interviews (i.e not a single interview attended)	30% deduction from paid fees

- If the student attends all the given 3 opportunities; however they are not able to secure the offer letter from the employer, the Technology Service Provider will provide 3 additional opportunities to the students as additional service without any additional charge. If student fails to attend an interview, in these new cases, penalties are as follows

No. of opportunities	Penalty
Not attended 1 interview	40% deduction from paid fees
Not attended 2 interviews	50% deduction from paid fees
Not attended 3 interviews	60% deduction from paid fees + 10% towards learning and facilitation = 70% deduction from paid fees

- Upon failure to get the employer offer even after appearing for the additional interviews, the student can claim the refund of 30% of the fee paid.

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No Refund under following conditions:

- If student refuses to join the On-Job training after they have been selected by the employer
- If student joins and leaves the On-Job training mid way for any reason
- If the student organises his own on-job training and does not opt for the On-Job training from the HEI
- Students shall not be eligible for any refund if the student fails to follow the guidelines/policies/rules mentioned in the Terms and Conditions Annexures while he fills his application form on the Digivarsity Portal

Refund Process:

- All refund requests must be made in writing to the HEI. The HEI in turn shall coordinate with the Technology Service Provider for the same
- A request for a refund does not automatically equate to a full refund of monies paid. Refund shall be subject to the penalties as mentioned above
- Refunds will be processed within 30 days of receiving the written refund request. The Payment Gateway shall be authorised to make the refund to the student and debit the accounts of the three parties accordingly.
- Refunds will be made using the same payment method used for the original payment unless otherwise requested by the student.
- Please note that this refund policy is subject to change at the discretion of the Technology Service Provider
- Students will be notified of any updates or modifications to the refund policy through official communication channels or via Digivarsity app
- By enrolling in any Program(s), students agree to abide by the terms and conditions of this refund policy.

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Principal & Secretary
B.P. Chalina College, Nagarbera