

DCEL EXAMS INDIA PRIVATE LIMITED

LG 006, DLF Grand Mall, DLF Phase 1, Sector 28,
Gurugram, Haryana, India, 122001.



www.dcelexams.com
support@dcelexams.com

COLLABORATION AGREEMENT FOR OET- (PB) TESTING CENTRE

THIS COLLABORATION AGREEMENT ('this Agreement') is entered into between **DCEL Exams India Private Limited**, with Company Registration/ Corporate Identity Number – U80902JK2017PTC010147 based at Gurugram India hereinafter referred as '**DCEL**' (which expression shall include its successors and assigns) and **V.M. Salgaocar Institute of International Hospitality Education (VMSIHE) GOA**, the party specified in the schedule 3 to this Agreement hereinafter referred as a **Infra Partner** (which expression shall, unless the context requires otherwise, includes its successors and permitted assigns) for end to end infrastructural support for work as defined in the scope of services below. In this agreement DCEL & Infra Partner are collectively referred as "Parties" and individually as a "Party".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. "**Authorized Personnel**" means only those individuals (working for and on behalf of DCEL, DCEL's Partner /Client 'Pear Academy Australia' & 'OET'), who have a bona fide need to have access to facilities in connection with the use of services by customer under this agreement.

"**Confidential Information**" shall mean and include all business strategies, plans and procedures, proprietary information, software program, documentation, tools, processes, methodologies, data and trade secrets, information relating to customers, employees, or business partners, and any other confidential or proprietary information and materials of the disclosing party, its affiliates, clients or supplier that maybe received or obtained by the receiving party as a result of the Agreement.

"**Customer**" shall mean the customer or customers of **DCEL** to whom **DCEL** is required to render services from or using the Infra Partner Facilities.

"**Infra Partner**" shall mean the Venue Owner (V.M. Salgaocar Institute of International Hospitality Education, Goa)

"**Location**" shall mean the locations or places of the Infra Partner where the Facilities shall be made available to **DCEL**.

"**Infra Partner Hardware**" shall mean the hardware, Tables, Chairs, etc in exam rooms and made available by **Infra Partner** to **DCEL** for use during the usage period communicated by **DCEL**.

"**Usage Period**"- For **Infra Partner** Hardware, it is the period when **DCEL** shall utilize the facilities for its business requirement which shall be notified under the relevant work by **DCEL** to the **Infra Partner**, In case of a change in the usage period, such revised usage period shall be notified by **DCEL** from time to time through an email to the Infra Partner.



Scope of Service: - DCEL requires an end to end infrastructural support to use the facilities as mentioned during the usage period for the term of this Agreement. This agreement is to ensure outsourcing of the work for conduct of the OET exam however the consideration for the same is being determined on usage basis of the facilities from time to time. DCEL shall notify the **Infra Partner** of any extra requirement to use the facilities prior to the commencement of the usage period. This will be done by **DCEL** via email. Facilities shall be made available for exclusive use of **DCEL** during the usage period as communicated by **DCEL**; **DCEL** has the right to postpone the usage period which shall be notified to the **Infra Partner** as stated in this Agreement. **Infra Partner** understands and agrees that time is one of the essences of this agreement and in the event of non-availability of the facilities during usage period; **DCEL** and its customers would incur irreparable loss and damage both financial and reputational. **Infra Partner** acknowledges that **Infra Partner** shall block all exam dates given by DCEL in this agreement and the exam dates that will be shared via email from time to time.

Facilities: Facilities shall be inclusive but not limited to the following listed:

a. General Facilities

- i. Furnished Class rooms or Computer lab/s with furniture (Table, chairs etc)
- ii. Air-condition in exam rooms (as required)
- iii. First Aid
- iv. Fire Extinguishers
- v. Rest Rooms and Toilets
- vi. Power Backup facility
- vii. Housekeeping/ Support staff

b. Facilities given in Schedule-1 & Schedule-2 of this Agreement

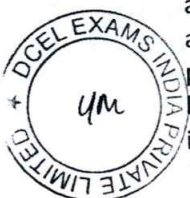
Paper Based (PB) Exam Facility: **Infra Partner** will provide furnished Class rooms with Tables, Chairs, air-condition etc along with Pre/Post Registration areas, waiting area, Belonging Area, Book Room, etc as given in Schedule-1 & Schedule-2.

c. Assessment Support

- i. As per **DCEL** requirement and prior request, **Infra Partner** have to arrange for required assessment support by designating personnel in the role of Venue contact/Spoc, Support staff etc. as derived and determined by **DCEL** in **Schedule-1 & Schedule-2**.

2. **Term and Renewal:** - This agreement is effective from 20th of April, 2023 for a Term of 2 years and shall automatically renew for one-year period every time on the anniversary of the Effective Date. The Start of First Exam session & any other Preparation/readiness dates and other procedure are given in Schedule 1 & 2 of this Agreement.

3. **Obligation of the Infra Partner:** - **Infra Partner** shall make available the facilities in working condition to **DCEL** for the usage period throughout the Term. **Infra Partner** shall allow free access to the locations and the facilities to **DCEL** and its customer and shall assist and co-operate with **DCEL** to enable **DCEL** to render services to its customers. **Infra Partner** shall also ensure that location is free of disturbance while **DCEL** is using the same. In the event, the **Infra Partner** has agreed to provide personnel as part of facilities; the **Infra Partner** shall ensure that such personnel are available and have necessary expertise as required by **DCEL**. **Infra Partner** shall ensure that the power supply and its backup is available and is in working condition along with availability of fuel, back up, electrical cables, electrician, as stated in schedule 1 of this Agreement. **Infra Partner** shall inform **DCEL** before undertaking any maintenance activity with respect to facilities which may



jeopardize the timelines as stated in the work order or bookings issued by **DCEL** to the **Infra Partner**.

Fixed Administration dates: Periodically during the term of Agreement, Fixed Administration dates will be released, the first one year dates as given in Schedule-2 and later Fixed administration dates will be shared with Infra Partner via email from time to time. Infra partner agrees to participate in the Fixed administration dates and shall not cancel a testing date for any reason. Infra Partner acknowledges that cancelling a Fixed Administration date after opt in is a material breach of the Agreement. DCEL reserves the right to limit the number of Fixed administration dates. At least two weeks prior to a Fixed Administration, DCEL may cancel the Fixed Administration and same will be notified to the Infra Partner via email.

Infra Partner is obligated to refrain to share any information of business that it has held in **DCEL** with its clients/ Customers. Pertaining to any fact either expressly or implied.

4. Fees:- **DCEL** shall pay fees to **Infra Partner** as per finalized commercials in Schedule-2 of this agreement within 30 days of each exam session, after deduction of applicable tax at source (TDS) and provide **Infra Partner** certificate Prescribed format for such deduction. Infra Partner shall Invoice to DCEL after the completion of each exam session.
5. Representation and Warranties:- Each party represents warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the country and shall comply with all applicable laws; (ii) it has the full right and authority to enter into this agreement and to perform all the obligation (including providing facilities) under this agreement and that this agreement constitutes a legal, valid & binding obligation; and (iii) its execution, delivery and performance of this agreement does not and will not conflict with, or constitute a breach or default under its charter of organization, or any contract or other instrument to which it is a party. Further, **Infra Partner** warrants that all the facilities provided as per schedule 1 & 2 will be available on all exam days booked by DCEL and are in working condition throughout the term.
6. Limitation of Liability: - **DCEL** shall not be liable to the **Infra Partner** for any special, indirect, incidental, consequential. Exemplary or punitive damages, whether in contract, tort or theories of law. Except to the extent that any such damage, loss, liability, cost, charge, expense, outgoing or payment is caused by the acts or omissions of DCEL or DCEL exams staff.
7. Confidential Information: - Each party receiving the confidential information (the 'Receiving Party') acknowledges and agrees to maintain the confidentiality of confidential information provided by the other party (the "Disclosing Party") hereunder. The receiving party shall not disclose or disseminate the disclosing party's confidential information to any person other than those employees, agents, contractors, subcontractors and licenses of the receiving party, or its affiliates, who have a need to know it in order to assist the receiving party in performing its obligations, or to permit the receiving party to exercise its rights under this agreement. The provisions of this clause with respect to confidential information is; (a) already known to the receiving party fee of any restriction at the time it is obtained from the disclosing party, (b) subsequently learned from an independent third party fee of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the receiving party or any third party; (d) is independently developed by the receiving party without reference to or use of any confidential information of the disclosing party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation government requirement or court order, or the rules of any stock exchange. Upon the disclosing party's written request at any time, or following the completion or termination of this agreement the receiving party shall promptly return to the disclosing party, or destroy all confidential information of the disclosing party provided under or in connection with this agreement, including all copies, portions and summaries thereof.



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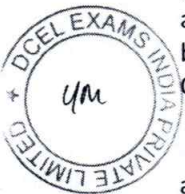
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6. Limitation of Liability: - **DCEL** shall not be liable to the **Infra Partner** for any special, indirect, incidental, consequential. Exemplary or punitive damages, whether in contract, tort or theories of law. Except to the extent that any such damage, loss, liability, cost, charge, expense, outgoing or payment is caused by the acts or omissions of DCEL or DCEL exams staff.
7. Confidential Information: - Each party receiving the confidential information (the 'Receiving Party') acknowledges and agrees to maintain the confidentiality of confidential information provided by the other party (the "Disclosing Party") hereunder. The receiving party shall not disclose or disseminate the disclosing party's confidential information to any person other than those employees, agents, contractors, subcontractors and licenses of the receiving party, or its affiliates, who have a need to know it in order to assist the receiving party in performing its obligations, or to permit the receiving party to exercise its rights under this agreement. The provisions of this clause with respect to confidential information is; (a) already known to the receiving party fee of any restriction at the time it is obtained from the disclosing party, (b) subsequently learned from an independent third party fee of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the receiving party or any third party; (d) is independently developed by the receiving party without reference to or use of any confidential information of the disclosing party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation government requirement or court order, or the rules of any stock exchange. Upon the disclosing party's written request at any time, or following the completion or termination of this agreement the receiving party shall promptly return to the disclosing party, or destroy all confidential information of the disclosing party provided under or in connection with this agreement, including all copies, portions and summaries thereof.



8. Intellectual Property Rights: - **Infra Partner** agrees that **DCEL** or its **Customers** or **Partners** Exam related Material, Almirah, Exam Equipment, Branding, Surveillance Camera, application system, deliverables and work products created or developed by **DCEL** or its employees, representatives, Customers, Partners etc. using **DCEL** or its **Customers** application system and/or facilities under this agreement together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of **DCEL**. **DCEL** is allowed to use the name and address of the **Infra Partner** which may be necessary to render the services to its customer.
9. RIGHT TO AUDIT:- (9.1) Operational & Security Audits: DCEL or DCEL Customer /client may send observers with proper identification and authorization from DCEL Customer to the Testing Facility to observe operations during staff training sessions, Test administrations, readiness days and to monitor or verify exam security. DCEL will utilise strong room area to store exam material and may require digital recordings of the Strong room whenever asked by the customer. DCEL or DCEL Customer may conduct physical or virtual/ video audits to check and monitor the Test administration procedures.
10. THIRD PARTY BENEFICIARY: Infra Partner acknowledges each DCEL Customer or client as given in Schedule-1, whose Tests are delivered under this agreement is a third-party beneficiary of this Agreement and has a Vested interest in assuring that all obligations of Operator under this Agreement are being satisfactorily performed.
11. Termination: - (11.1) Termination for Cause: In the event DCEL or its Customer deems a breach of this agreement to be incurable, DCEL may terminate immediately with 2 months notice to Infra partner.
- (11.2) Termination for Convenience: Either Party may terminate the Agreement at any time by providing the other party with 180 days advance written/email notice.
- (11.3) Performance until Termination: Notwithstanding the delivery of a notice of default or notice of termination by either party, all obligations to perform services and pay for services shall continue in effect by both Parties until the effective date of any termination.
- (11.4) DCEL Customer's or Client's Discontinuation of Testing: Infra Partner acknowledges and agrees that a DCEL Customer or Client may withdraw, suspend or discontinue the use of its Tests by the Testing Facility at any time due to less demand etc, in the sole discretion of the DCEL Customer or Client.
- (11.5) Return of DCEL or its Customer/Client Equipment: - Either party shall return to other party any of other party's confidential and proprietary information and material in its possession. Infra Partner agrees that in the event of expiry of termination of this agreement for any reason, any accepted and unexecuted work order shall be executed by the **Infra Partner** and all the obligations under such work order shall be performed by the **Infra Partner**.
12. Miscellaneous: - (12.1) Independent Contractors and Assignment. **Infra Partner** shall not assign or transfer this agreement or any obligations hereunder to any third party. Without the prior written consent of **DCEL**.
- (12.2) Change Request:- Any changes to this agreement shall be in the form of change order ("Change Request") and shall be signed by both parties.
- (12.3) Governing Law, Dispute Resolution and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws in India. All disputes arising between the parties out




of this agreement shall be referred for arbitration to a sole arbitrator to be mutually agreed upon and proceedings shall be governed by the arbitration and conciliation Act. 1996. The venue and seat of arbitration shall be Goa India.

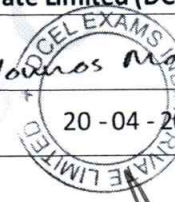
(12.4) Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes all prior agreements and understandings between the parties, with respect to the subject matter hereof.

(12.5) Notice: Any notice in connection with this agreement shall be in writing in English and delivered by hand, or email via registered post or courier of international repute to the address mentioned in the introduction clause or any other address as may be informed to each other in writing by the parties.

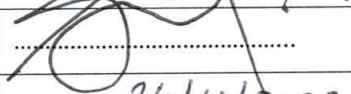
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives

Signed by the duly authorized representative of DCEL Exams India Private Limited (DCEL).

Name:	Younos Manzoor Mir	Signature:	
Position:	Head Exam Operations	Date:	20-04-2023



Signed by the duly authorized representative of VMSIHE GOA.

Name:	Prof. Injan S. Mirza	Signature	
Position:	Director / Principal	Date:	24/4/2023



SCHEDULE-1
TO
COLLABORATION AGREEMENT FOR OET- (PB) TESTING CENTRE

This Agreement between **DCEL & Infra Partner** is for the conducting OET Tests by selecting a potential Paper based Testing facility at Infra Partners Campus as given in Schedule-2 of this Agreement. In case Computer based OET exams are started and required at the Infra Partners Location, an amendment schedule will signed to this Agreement.

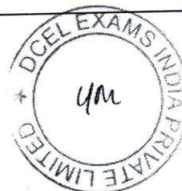
DCEL CUSTOMERS

OET Introduction: The OET is a high-stakes test; and, is profession specific to the Medical and Allied Health profession. Students and professionals in the medical and allied health sector, who wish to pursue their academic and professional careers abroad, need to first pass an English proficiency test such as the OET. The OET is widely considered to be Best-of-Breed; and, since it is profession-specific, it becomes the logical test of choice for medical and allied health professionals globally. OET is recognized world-wide by immigration departments, health care bodies, councils and leading educational institutions. The OET is jointly owned by Boxhill Institute in Melbourne, Australia. DCEL will administer this examination in collaboration with PEAR Academy Australasia. Pear-Academy is a licensed partner of CBLA.

Requirements of Facilities: INFRA PARTNER shall be responsible to provide the below infrastructure & facilities;

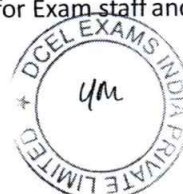
Infrastructure required at OET Test Venue to allow for a combination of Paper Based ('PB') & Computer Based ('CB') testing. However, as of now the OET Test is primarily conducted in a Paper-Based (PB) Format. The OET Test is a combination of 4 sub-tests: Listening, Reading, Writing & Speaking. The First three sub-tests are administered between 9 am and 12 noon and the speaking sub-test takes place in the afternoon between 1.15 and 6:30pm.

Infrastructure & Amenities	
Building / Block	Main Block – VMSIHE Goa
Registration Counters & Pre/Post Registration Area	Registration of candidates commences at 07:00 am on Test day and the test will conclude around 06:00 pm. The Test day staff will arrive at centre at 06:00 am on exam day to check the preparations. There will be a requirement of Pre & Post Registration/waiting rooms, so that registered candidates cannot intermingle with non-registered candidates in the morning and afternoon's speaking sub-test. As we have multiple Class rooms available, will have finalized 1 to 2 Class Rooms on 1st floor for the pre / post registration areas. The AC facility will be required in Pre/Post registration areas on exam day only. Wi-Fi or LAN facility for Laptops will be required for registration of candidates on arrival in pre-registration area. Laptops/Tabs required for Candidate registration will be provided by DCEL.
Clock room or Candidate belonging Area	Storage Facility for the Candidates belongings, We have identified one Room on Ground Floor for that belonging purpose on exam days.
Strong Room or Book Room	A small room selected on 1 st Floor will be utilized as book room/Strong room for the storage of Exam material. CCTV has been installed and the cost for same will be reimbursed by DCEL. We will also put strong Almirah inside strong room.



Facility for Paper Based Tests; Listening, Reading & Writing (LRW) Components	<p>There are 4 sub-tests: Listening, Reading, Writing & Speaking. The First three sub-tests are administered between 9 am and 12 noon. For our Listening, Reading/Writing Components, we found the class rooms on 1st Floor suitable for running the tests in the morning time. Same Class rooms will be used for interview after 12:00PM. Only on OET Test dates the whole area will need to be off-limits for all except OET staff and all registered candidates. It should be a quarantined area during the examination from morning till end of exam. The AC facility will be required in L/R/W rooms from morning till 12:30pm on exam day. Wi-Fi facility and room projector will be used for in-house registration of candidates and displaying timer during the L/R/W tests.</p>
Facility for Speaking Test	<p>There are 4 sub-tests: Listening, Reading, Writing & Speaking. The First three sub-tests are administered between 9 am and 12 noon and will be accommodated in Class Rooms; the speaking sub test is 'one-on-one'. Each candidate is examined by an Interlocutor one-on-one. The speaking sub-test takes place in the afternoon between 12:30 and 6 pm (approx). We will be utilizing classrooms for One- O- One's test in afternoon depending on number of registrations. E.g, 6 class rooms will be utilized for 50 candidates after 12:30pm on exam day. If number of candidate registrations increase, more classrooms will be utilized accordingly for speaking test.</p>
LAN or Wi-Fi facility in LRW Exam halls & Pre/Post Registration areas	<p>Wi-Fi facility will be required in LRW rooms and pre/post registration areas for candidate Registration.</p>
Other Requirements	<ul style="list-style-type: none"> *AC Facility in All Class Rooms where PBT will be Executed. *Hygienic Toilet facilities. *Entry and exit to exam rooms, registration area etc will only be accessible to exam staff and candidates on the day of the exam. *Access must be given to DCEL or DCEL Customer staff for venue setup that will be done one day prior to each exam day. *All Health & Safety measures in place and equipment along common areas in working condition. *Might require Printer access and internet access for data upload after exam.
Manpower	<p>Venue Spoc: A dedicated venue Spoc and IT person will be required, we will support in coordination before during and after the Exam.</p> <p>Support Staff: We would require 3-4 dedicated support staff members, who can assist during exam day in pre exam and post exam activities. This includes assistance in venue setup, maintenance of exam rooms and Toilet hygiene</p>

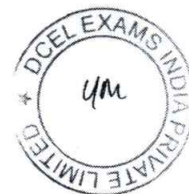
Other Facilities: For the purpose of refreshments, Breakfast, Lunch for Exam staff and Candidates during OET exam dates, we might use canteen services.



SCHEDULE-2
TO
COLLABORATION AGREEMENT FOR OET- (PB) TESTING CENTRE

The OET dates are fixed and below given are the confirmed dates in 2023. The dates will be shared via email minimum three months prior to each session. The infra Partner must keep venue booked for all given dates with 50 seats per session. Below given are the OET Exam dates from June 2023 to December 2023. The First exam date or start of OET exams at **VMSIHE** will be decided by OET & Estimated start date from 10th June 2023. In case of any changes in start date, will let u know in advance.

Months	Available test dates for this venue	
June, 2023	Saturday 10 June 2023	
July, 2023	Saturday 8 July 2023	
August, 2023	Saturday 5 August 2023	
September, 2023	Saturday 2 September 2023	Saturday 30 Sept 2023
October, 2023	Saturday 28 October 2023	
November, 2023	Saturday 11 Nov 2023	
December, 2023	Saturday 2 December 2023	



SCHEDULE – 3
TO
COLLABORATION AGREEMENT FOR OET- (PB/CBT) TESTING CENTRE

INFRA PARTNER Name	Invoicing Entity Name
V. M. Salgaocar Institute of International Hospitality Education Manora – Raia, Salcete, Goa, India. 403720	V. M. Salgaocar Institute of International Hospitality Education Manora – Raia, Salcete, Goa, India. 403720

Remuneration for Services:

Commercials:

*Per Seat or per candidate charges/ per Exam day = INR 300

Apart from per seat charge, DCEL will pay below additional charges for facility usage to College as below;

*Registration Area/ per Exam day = INR 1000

*Speaking Area/ per Exam day = INR 5000

*DCEL will pay INR 2000/month to College for Strong Room facility usage. However, the amount will be released in two installments, i.e. INR 1000 with each admin invoice.

*Minimum Guarantee: Although we might get 100 to 200 registrations per admin day later, initially we would keep a minimum Guarantee of 50 seats. College will be paid a minimum for 50 seats, irrespective of the number of candidates actually registered per admin. Above 50 registrations will be paid as per seat/day charges.

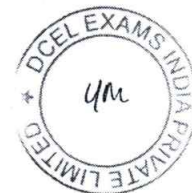
Support Staff: Support staff will be required for venue setup and take care of arrangements on setup and exam days. They will be paid for both setup and exam days as below;

*Venue Spoc (1 no) = INR 1000 / day

*Support staff (3 to 4 no's) = INR 500/day/Person

*IT person (1 no) = INR 900 /day

F&B: Any f&b (water, breakfast & lunch) provided by college or college canteen will be reimbursed on an actual basis. On Exam days, we have to provide breakfast & lunch to the candidates/exam staff at the center. We can utilize the canteen for that purpose.

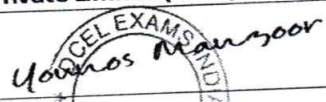


Proctors or speaking Interlocutors: We might require Proctors/Interlocutors' (5 TO 6 numbers initially) for running the test. First preference will be college staff or students. In case college agrees, those staff members have to submit resume and will be separately contacted by our partner company 'Pear Academy Australia' for further processing and also take care of staff payments individually.

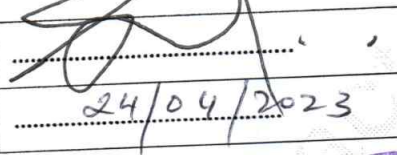
Infra Partner shall Invoice to DCEL after the completion of each exam session and add Taxes as applicable.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

Signed by the duly authorized representative of DCEL Exams India Private Limited (DCEL).

Name:	Younos Manzoor Mir	Signature:	
Position:	Head Exam Operations	Date:	20-04-2023

Signed by the duly authorized representative of VMSIHE GOA

Name:	Prof. Jagan S. Mirza	Signature:	
Position:	Director / Principal	Date:	24/04/2023

