

EDUCATIONAL SERVICE AGREEMENT

This Educational Service Agreement is made and executed on this 17th day of November, 2021 between,

Academy in Pursuit of Engineering Excellence (APEX), having its registered office at Mangalore, Karnataka, represented by its Founder, Sri Ananth Pal S, hereinafter called the "CONSULTANT", which expression shall, unless repugnant to the context, mean and include its successors-in-office, representatives, administrators, executors and assigns.

AND

Alva's Institute of Engineering and Technology (AIET), having its registered office at Mijar, Moodabidri, Karnataka, India.

WHEREAS the Consultant is in the business of providing Education through Offline Physical Coaching, Online Platforms, and books to the Students of Civil and Mechanical Engineering stream under the brand "APEX".

The Institution after evaluating the Course content, Teaching and Training Faculty, the Study material and Instructional Guidelines intends to conduct Graduate aptitude test in Engineering Course for its students in their College Premises vide physical classes along with the study material, under the guidance and services of the Consultant.

AND WHEREAS the Consultant and Institution desire to enter into this agreement which sets out the terms and conditions under which the Parties will participate in the joint venture and records the financial, managerial, administrative and other arrangements agreed between them in relation to their participation in conducting the courses.

NOW, THEREFORE, this Agreement witnesses as follows:

1. WARRANTY AND REPRESENTATIONS:

a. Representations and Warranties of the Consultant:

- i. The Consultant has been duly incorporated and organised, and validly exists under the laws of India. The Consultant has the requisite corporate power and authority to carry on the Business as currently conducted and as proposed to be conducted.
- ii. The Consultant has the legal right, corporate power and authority to, as the case may be, execute, deliver and perform this Agreement. The Consultant has taken all necessary corporate actions as applicable to it to authorize or permit the execution, delivery and performance of this Agreement
- iii. The execution, delivery and performance of this Agreement by Consultant will
 - a) not violate any provision of the organizational documents of Consultant
 - b) not conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any material contract to which Consultant are a party or by which Consultant are bound;
 - c) Not violate any law or regulation of India.

b. Representations and Warranties of Institution:

- i. Institution is duly incorporated and organized and existing under the laws of India

- ii. Institution has the full power and authority to enter into, execute and deliver this Agreement and to perform the transactions contemplated hereby. The execution and delivery by Institution of this Agreement have been duly authorized by all necessary authority. Assuming the due authorization, execution and delivery hereof by the other party hereto, this Agreement constitute the legal, valid and binding obligations of Institution, enforceable against Institution in accordance with its terms.
- iii. The execution, delivery and performance of this Agreement by Institution will not,
 - a) violate any provision of the organizational documents of Institution
 - b) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any material contract to which Institution is a party or by which Institution is bound;
 - c) Violate any law or regulation of India.

2. OBLIGATIONS OF CONSULTANT:

- a. To provide Classroom Training for Graduate Aptitude Test in Engineering (GATE) for the Engineering students appearing for Graduate Aptitude Test in Engineering (GATE) exams. The overview of classroom delivery plan should be given to institute in prior of starting the course.
- b. To advertise the course by conducting awareness programs and sessions in different Engineering colleges and counsel productive Students.
- c. To provide latest Education Material relevant for Graduate Aptitude Test in Engineering (GATE).
- d. Training of Counsellors and Macro & Micro Scheduling of Classes will be done at a pre-designated time and place at Consultant's disposal
- e. Well Experienced & Qualified Faculty will be chosen to deliver the subjects of Graduate Aptitude Test in Engineering (GATE). They will be visiting the Campus according to the Subject Delivery Schedule agreed by the Consultant and Institution. The onus of providing food, accommodation, fixing remuneration and payment to faculties will completely on consultant.
- f. To upgrade the Education Material in order to keep the standard of the Education Material as may be required in terms of syllabus or procedure as required in relation to Graduate Aptitude Test in Engineering (GATE). The Consultant shall not charge for upgrading or providing additional material under this clause.
- g. Training of Counsellors and Macro & Micro Scheduling of Classes will be done at a pre-designated time and place at Consultant's disposal
- h. Consultant shall take utmost care in the delivery of content. However Consultant does not guarantee the results of any students.
- i. As a student of Graduate Aptitude Test in Engineering (GATE), a student has to register with Indian Institute of Technology to appear for the exams, but that onus lies completely on the student and The Consultant is not responsible for the same. The Fees is also borne separately by the student.
- j. The Consultant should share all the students' data that are registered to the Graduate Aptitude Test in Engineering (GATE) course with the Institute. The Institute shall not share the Students Data with any third party without the written permission of the Institution.

- k. Conduction of periodic tests, unit tests and mock tests and providing the results and analysis of the same to the students and the designated persons of the Institution.
- l. The faculties recommended by Institution if any shall be evaluated by Consultant before finalising the faculty for each subject.

3. OBLIGATIONS OF INSTITUTION:

- a. To provide classroom, White Board with Marker Pens and an Attendance Register to monitor the attendance of the students.
- b. The Institute may provide the Hostel facilities to the GATE students with the terms, conditions and fees of the Institute.
- c. The Institute may provide the accommodation facilities to outside teaching faculties and the cost of the same should be reimbursed by the Consultant.
- d. The Institution will be co-operating with consultant to collect the fees from own students and Institute will not be held responsible to collect fees from outsiders.
- e. Institutions will have to take an active part in Scheduling of the Classes for imparting the knowledge of Graduate Aptitude Test in Engineering (GATE), as they understand best about their List of Holidays, Exam Dates, and other Dates on which they would like to keep their Campuses Closed.
- f. Take necessary steps in order to protect the IP rights of the Consultant as the situation demands which shall include steps to avoid replication of Education Material, steps to avoid commercial use of Education Material which the proper approval and such other steps as may be necessary to avoid financial loss to the Consultant.
- g. The Institution will be co-operating to provide consultant with the usage of the Infrastructure available. It will provide space for setting up a stall and the standees at the campus at the time of admissions.
- h. The Institution will have no objection to share the Students Data with the Consultant. A separate form could be sent across by the Consultant to register the student. The Consultant shall not share the Students Data with any third party and/or try to influence the students of the Institution to join their or any other classes/courses etc without the written permission of the Institution.

4. DELIVERY OF CLASSES AT THE CAMPUS:

- a. The contract is for conducting the Graduate Aptitude Test in Engineering (GATE) classes at Alva's Institute of Engineering and Technology campus at Moodabidri.
- b. The Graduate Aptitude Test in Engineering (GATE) course should involve minimum 700 productive hours.
- c. In addition to the Graduate Aptitude Test in Engineering (GATE) course, the consultant is required to arrange 12 guest lecturers per year on the topics recommended by the Institution to the regular Mechanical and Civil students of the institution. The duration of the lectures may be from 2 to 4 hours and the full cost of these lectures will be borne by institute.
- d. It will be an Exclusive contract between the Consultant and the Institution and no other competitors will be entertained.

5. COMMITMENT AND TERMS OF PAYMENT:

- a. The fee will be Rs.55,000/- per student
- b. This fee is inclusive of tax, study material and delivery of all classes for Graduate Aptitude Test in Engineering (GATE) starting from 2nd April 2021 ending on 30th September 2024.
- c. Fee for the future batches will be mutually discussed and agreed upon by both the parties.
- d. The Consultant and institution should be transparent to each other while calculating the cost and profit of the course and consultant is liable to pay 20% of course profit to Institute as reimbursement of costs for utilisation of properties of the Institute. The consultant is not liable to pay anything to the institute in case of losses.
- e. In case the admissions reduces to less than 15 students per branch, then decision about conducting the courses will be mutually discussed and agreed upon by both the parties.

The Fees payment terms for Alva's Students are as follows:

- 40% of the payment within Registration to the Course.
- 30% after two months from the date of Registration.
- 30% before End of the course.

6. LICENSE AND IP PROTECTION:

Consultant grants Institutional nonexclusive non-transferable license to use the provided Education Material. Institution or its student shall not make any commercial use of the Education Material. The Institution or its students, shall not sublicense, rent, or lease the Education Material.

7. REMEDIES FOR INFRINGEMENT OF COPYRIGHT:

- a. Institution agree and acknowledge that any disclosure of any confidential information prohibited herein or any infringement of copyright of Consultant may result in irreparable injury and damage to Consultant which will not be adequately compensated in monetary damages, that Consultant which will have no adequate remedy at law thereof, and the Consultant may, in addition, to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, order or decrees as may be necessary to protect Consultant against, or on account of, any breach by Institution of the provisions contained herein.
- b. If the Institution becomes aware (1) of any actual or imminent infringement of any of the Copyrights, or (2) of any claim or allegation by a third person that any of the Copyrights is invalid or liable to revocation or cancellation, or infringes the rights of any third party, it shall promptly advise the Consultant by written notice, giving full particulars thereof. If the Institution becomes aware of such facts, it shall not make any admission or comment to any third party with regard to such issues.

8. TERM OF THE AGREEMENT:

Consultant and Institution desire to enter into this agreement for the period of 3 years which starts from 17th November, 2021 and valid till 16th November, 2024.

9. TERMINATION:

Either Party shall not terminate this Agreement before the expiry of the Term of the agreement. However, on subsequent renewals, the parties may terminate this Agreement by giving one month (1 month) written notice to the other party of intent to terminate the Agreement. However, the termination will not be effective until all the courses in process on the date the notice is given have been completed.

10. **AMENDMENTS AND WAIVER:**

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by or on behalf of the Parties. No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

11. **NON-COMPETE:**

The Institution and the Consultant hereby agrees not to directly or indirectly compete with the business of each other and its successors and assigns during the term of the agreement and subsequent to the termination or expiration of term of this Agreement between the Institution and the Consultant.

12. **ASSIGNMENT:**

The Agreement is personal to the Parties and the rights and obligations arising hereunder shall not be assignable by them except to the extent expressly permitted under the Agreement or with the prior written Consent of the other Parties.

COMMUNICATION:

All notices, statements or other communication required or permitted to be given or made under the Agreement shall be in writing in the English language and delivered by hand, electronic mail or sent by prepaid post with recorded delivery, addressed to the intended recipient at its address set forth below, or to such other address as any Party may from time to time duly notify to the other Parties in writing:

CONSULTANT

Address : Academy in Pursuit of Engineering Excellence.

Attention :Ananth Pai S

Email :sudaananth@gmail.com

Mobile No; :9444297229

INSTITUTION

Address : Alva's Institute of Engineering and Technology

Attention : Principal

Email : info@aiet.org.in

Mobile No : 9845050268

13. **FURTHER ASSURANCE:**

The Parties shall, with reasonable diligence, do all such things, take all such actions and provide all such reasonable assurances as may be required to consummate the transactions contemplated by the Agreement, and each Party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to affect the purpose of the Agreement and carry out its provisions.

14. **SPECIFIC PERFORMANCE:**

The Parties agree that damages may not be an adequate remedy and the Parties shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate from committing any violation or enforce the performance of the covenants, representations and

obligations contained in the Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have at Applicable Law or in equity, including without limitation a right for damages.

15. INDEPENDENT RIGHTS:

Each of the rights of the Parties under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise

16. RESERVATION OF RIGHTS:

No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of the Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. Any waiver or acquiescence by any Party of any breach of any of the provisions of the Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of the Agreement, or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in the Agreement.

17. SEVERABILITY:

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part, to the extent that any provision or provisions of this Agreement are unenforceable, the Parties shall endeavour to amend such clauses as may be necessary to make the provision or provisions valid and effective. Notwithstanding the foregoing any provision which cannot be amended as may be necessary to make it valid and effective shall be deemed to be deleted from this Agreement and any such deletion shall not affect the enforceability of the remainder of this Agreement not so deleted provided the fundamental terms of the Agreement are not altered.

18. RIGHTS OF THIRD PARTIES:

Nothing expressed or implied in the Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties any rights or remedies under or by reason of the Agreement or any transaction contemplated by the Agreement.

19. NON-PARTNERSHIP:

Nothing in the Agreement shall be deemed to constitute a partnership between the parties or constitute either Party the agent of the other for any purpose.

20. COUNTERPARTS:

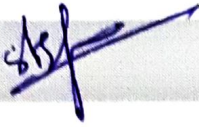
The Agreement may be executed in Duplicate, each of which when so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute the Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature(s) is as effective as signing and delivering the counterpart in person.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed as of the date first above written.

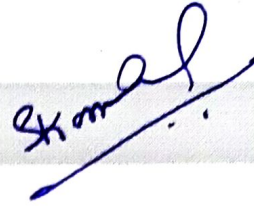
Academy in Pursuit of Engineering
Excellence.

Witness:

Signature:



Signature:



Name: Dr. ANANTH PAI S

Name: Dr. Satyanarayan

Title: FOUNDER

Date: 17-11-2021

Date:

Address: HOD, Mech. Engg., AIET

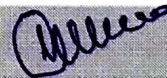
Alva's Institute of Engineering and
Technology

Witness:

Signature:



Signature:



PRINCIPAL

Alva's Institute of Engg. & Technology,
E.Eng. MOODBIDRI - 574 225, D.K

Name: DR PETER FERNANDES

Name: Dr. H Ajith Hebbar

Title: PRINCIPAL

Date: 17-11-2021

Date: 17-11-2021

Address: HOD, Civil Engg., AIET