



## Renewal Agreement (2023-2024)



This agreement is being entered into on 31-05 , date of 2023 for running an AISECT Skill Knowledge Provider (SKP) Centre/Centre(s) (hereinafter called the AISECT Skill Knowledge Provider (SKP) Centre) at umaria by the name of AKHILESH VISHWKARMA on the basis of the terms and conditions as laid down in this agreement and as per 'Scheme of Affiliation ' of Company subject to modifications from time to time

Between

AISECT LIMITED, a registered limited company established on 24.04.2006 under the Companies Act 1956 (No. 1 of 1956) having its registered office at Scope Campus, NH-12, Hoshangabad Road, Bhaironpur, Bhopal, (hereinafter referred to as "The Company") which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assignees

AND

Mr./ Ms. Akhilesh Vishwakarma | S/o/D/o/W/o Siyambar Vishwkarma having their operational/ registered office at umaria in the town of umaria Dist. Umaria State Madhya Pradesh of (here in after referred as AISECT Skill Knowledge Provider (SKP) Centre which expression shall unless repugnant to the context or meaning thereof include its successors and assigns

WHEREAS AISECT Skill Knowledge Provider Center, through this agreement, agrees to offer through its infrastructure and resources, one or more of the services out of the bouquet of services offered by AISECT LTD., in accordance with the requisite terms and guidelines. The AISECT Skill Knowledge Provider (SKP) Centre has, in addition to the representations and warranties made in Clause 3 (*infra*), further represented and warranted to the Company that the AISECT Skill Knowledge Provider (SKP) Centre:

1. has considerable knowledge and expertise for providing such Services;
2. is capable, under the laws and regulations as may be applicable to AISECT Skill Knowledge Provider (SKP) Centre and the Services, and its constitutional documents, of providing such Services to the Company;
3. is well aware of the requirements of the Company with regards to such Services;
4. in providing such Services to the Company, will not be in breach of applicable laws and regulations;
5. has adequate and effective quality and internal control measures, and management information systems in place both:

- a. for providing such Services to the company, and
- b. for regular internal appraisal with respect to performance of such Services,

6. has a robust and periodically tested contingency and business resumption plan, including adequate resources, systems and all other infrastructure requirements, in place, to ensure that Services to the Company would not be adversely affected in any manner on account of any factor(s) including but not limited to systems break-downs and/or natural and/or man-made disasters, which may cause disruption in the normal functioning of the AISECT Skill Knowledge Provider (SKP) Centre ;

7. has suitably trained and technically qualified personnel to render such Services, and is not aware of any conflicts, and has no contractual or legal restrictions, that impair or adversely affect its ability to provide such Service to the Company;

The details of the Identified Services to be offered by the AISECT Skill Knowledge Provider (SKP) Centre to AISECT Limited are contained in Annexure A to this agreement, and the parties hereto agree to the following terms and conditions in this regard:

**NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**DEFINITIONS**

In this agreement unless the meaning or context otherwise requires, the following words and expressions shall have the meaning assigned to them below:

<b>“Agreement”</b>	means this agreement between Company and AISECT Skill Knowledge Provider (SKP) Centre, any amendment to this agreement duly signed between the parties, Annexure/s and schedule/s to this agreement and any amendment to the Annexure/s and Schedule/s duly signed by the parties
<b>“Company”</b>	means AISECT Limited
<b>“AISECT Skill Knowledge Provider (SKP) Centre”</b>	means the service providing Centre
<b>“AISECT Skill Knowledge Provider (SKP) Centre owner”</b>	means the owner of the AISECT Skill Knowledge Provider (SKP) Centre which shall deem to include its shareholder(s), partner(s), proprietor, or any other legal owner or authorized representative of the AISECT Skill Knowledge Provider (SKP) Centre as the case may be, and including their successors/ assigns.
<b>“Financial Year”</b>	means the twelve months starting from 1st April and ending on 31st March of the subsequent year
<b>“SLA”</b>	means Service level Agreement
<b>“Services”</b>	Services provided by AISECT Limited, whether directly or through MOUs and agreements with other organisations

**1. COMMENCEMENT AND TERM**

1.1 This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from 31-05-2023 (**Effective Date**)

1.2. This Agreement shall be in force for a period from the date of execution of this Agreement upto 31st March of the financial year, unless terminated by the Company by notice in writing in accordance with the termination clauses of this Agreement. The services of the AISECT Skill Knowledge Provider (SKP) Centre will be reviewed at the end of the financial year.

1.3. The Company shall have the right at its discretion to renew this Agreement in writing for a

further term of 1 year, starting from 1st April of the subsequent financial year, on the existing terms and conditions or the modified terms and conditions, which shall be at the sole discretion of the Company. The Company shall charge a renewal fee as it may deem fit from the AISECT Skill Knowledge Provider (SKP) Centre in case of such renewals.

1.4. Unless terminated earlier, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.

## **2. SCOPE OF SERVICES**

2.1. AISECT Skill Knowledge Provider (SKP) Centre agrees to provide such service/services as indicated in '**Annexure A**' subject to deletion/addition from time to time by the Company.

2.2. AISECT Skill Knowledge Provider (SKP) Centre may choose any or all of the entire bouquet of services depending upon its capacity to handle the services effectively. However, such service/services shall be given to AISECT Skill Knowledge Provider (SKP) Centre solely at the discretion of Company and the AISECT Skill Knowledge Provider (SKP) Centre cannot claim any of these services as a matter of right.

2.3. AISECT Ltd. can also offer any other service or assignment to the AISECT SKP apart from the list of services mentioned in Annexure A, which the SKP shall have a choice to implement, contingent to terms and conditions.

2.4. If required, a separate Service Level Agreement (SLA) will have to be signed by AISECT Skill Knowledge Provider (SKP) Centre for any services indicated above or any other additional services as may be required to be provided by the Company from time to time.

2.5. While carrying out the above Service(s), the AISECT Skill Knowledge Provider (SKP) Centre shall be solely responsible for the following services and expenses, and the company would not be held responsible for any such services or expenses under any circumstances:

- i. Recruitment of staff for running the AISECT Skill Knowledge Provider (SKP) Centre, their salary, electricity bills, water bills and other expenses required for smooth running of the centre.
- ii. Incurring any additional expenditure for implementing activities to the satisfaction of students/customers keeping in view of the reputation and standards laid down by the Company including the prestige and viability of the centre concerned.
- iii. Selection of suitable premises, faculty and hardware as per the category of the centre in consultation with the Company and to make payments for them regularly and in time.

## **3. GENERAL TERMS AND CONDITIONS**

3.1. No similar activities will be conducted by the AISECT SKP Centre or AISECT SKP Centre owner or by any of its employee(s), with any of the other similar firm or organization, in the duration of this agreement except as agreed under this agreement. If the Centre is found involved in such activities this agreement will automatically be terminated without further notice and no fees will be refunded to the Centre.

3.2. The AISECT SKP Centre would make all payments due to Company either monthly or as may be agreed with the Company, along with the statement of accounts as certified by the owner/management of AISECT SKP Centre and any other document as may be required by Company. If

the payments due to the Company are not made by the AISECT SKP Centre in time, the AISECT SKP Centre shall be required to pay simple interest at 1% per month for the period of delay. Further in such cases, Company also reserves its right to terminate this agreement even within the period of validity. The Company may also decide on some other mode and frequency of payment by the AISECT SKP Centre and the same shall be binding on AISECT SKP Centre.

3.3 The AISECT SKP Centre shall be responsible for activities in Umaria District/City/Panchayat. However, the Company retains its right to change, increase or decrease the geographical area of operation of the AISECT Centre or to establish new centres in the area already allotted to the AISECT SKP Centre.

3.4. An account in the name of the Company or any other allied name cannot be opened by the AISECT SKP Centre, unless exclusively authorized by the Company. The AISECT SKP Centre shall maintain its own account in a nationalized bank in its legal name or in the personal name of the AISECT SKP Centre owner. Opening of a bank account-in violation of the above shall immediately render the AISECT SKP Centre liable for termination of this agreement.

3.5. The AISECT SKP Centre including any of its legal owners or representatives or their partners, successors or assignees will not be entitled to take any loan or create any other liabilities in the name of the Company.

3.6. The AISECT SKP Centre undertakes to fulfill all the legal requirements pertaining to procurement and maintenance of computer software and hardware, payment of service tax **or GST**, income tax clearance, labour laws, provident fund act, human rights provisions and such statutory compliances as may be necessary. Any liability created by the AISECT SKP Centre in this regard will be exclusively its own and will not have any bearing on the Company.

3.7. The AISECT SKP Centre will not change its address or shift the premises without prior permission in writing from the Company. Centre have to pay the centre address change fees as decided by Company failing which the Company reserves the right not to permit running of the Centre in the unauthorized premises.

3.8. AISECT SKP Centre owner or its authorized representative shall be required to attend district level, regional and state level meetings from time to time as may be conducted by the Company. Failure to attend such meetings can also result in penalty or termination of the agreement, unless AISECT SKP Centre owner provides a reasonable reason on its failure to attend such meetings at least 48 hours before the start of the meeting.

3.9. The affiliation fees once paid by the AISECT SKP Centre to the Company or its representative will be non refundable. The AISECT SKP Centre Shall not be entitled to claim refund under any circumstances and irrespective of any reasons.

3.10. Transfer of the AISECT SKP Centre to some other person/organization by the AISECT SKP Centre owner, would require prior written permission of the Company and new SKP fees as fixed by the Company will have to be paid and a fresh agreement would be required to be executed in such case. The permission to grant the AISECT SKP Centre will be at the sole discretion of the company. Person other than blood relation needs proper formalities before approval.

3.11. AISECT retains the right of terminating this agreement without any notice or compensation to the AISECT SKP Centre, even within the period of its validity if the AISECT SKP Centre's operation

is found in violation of this agreement or in case of any financial irregularity by the AISECT SKP Centre or due to its association with any competing brand or due to any other cause which hinders the smooth operation of AISECT SKP Centre. The Company can also transfer candidates studying in one AISECT SKP Centre or the projects and works assigned to one AISECT SKP Centre , to any other Organization/AISECT SKP Centre , in case of a default by the first AISECT SKP Centre .

3.12. The Company will communicate with all its Centres through organizational website [www.aisect.org](http://www.aisect.org) or [www.aisectonline.com](http://www.aisectonline.com). The AISECT SKP Centre owner has to visit [www.aisect.org](http://www.aisect.org) or [www.aisectonline.com](http://www.aisectonline.com) regularly to access this information. All letters and circulars will be sent through e-mail. There will be no postal communication. Circulars so placed on the web will be considered as sent.

3.13. Further in relation to the various G2C services offered by the Company, the services in relation to which are provided by the Centre:

i. The Company would not be held responsible/accountable for any losses incurred in offering a G2C Service or any other such coordinated program at the AISECT SKP Centre caused due to change in policy by the Government or by any such sponsoring organization. In addition, The AISECT SKP Centre will be entirely responsible for any problems/ penalties/ refunds arising due to any wrong filling of the forms, missing the due-dates/ schedules, etc. for any service relating to the above

ii. AISECT SKP Centre cannot be closed without exclusive permission of the Company. If the AISECT SKP Centre is closed, the liabilities with regard to student certificates, cash collection, centre expenses in previous and current years etc. will be exclusively that of the AISECT SKP Centre and in no case shall be carried forward, charged or assigned to the Company and the Company reserves its right to take legal action including reporting to the police as the case may be.

iii. For providing Form Forwarding Service for any Institution, The responsibility of checking entry qualifications and relevant certificates of the students, as defined by the particular Institution and communicated to AISECT SKP by AISECT LTD, will be that of the AISECT SKP Centre. If any dispute arises on this point, the AISECT SKP Centre shall have the sole responsibility.

iv. Whenever there is any requirement for conducting examination for any particular course, the Examination and Certification shall be done by a suitable certifying body / University / Agency as the case may be.)

v. In terms of providing student lead generation service, the normal target for district level centres would be 100 students, block level 50 students and Panchayat level 20 students. The target for the District Coordinator branch will be 200 students. In case the District Level, Block Level and Panchayat Level Centre fail to fulfill their targets, the Company would be free to take any action including closure of the concerned centre/ office and allotting the work to a new centre.

#### **4. REPRESENTATIONS AND WARRANTS**

In addition to the representation and warranties made *supra*, each of the parties to this Agreement represents and warrants in relation to itself to the other that:

4.1. AISECT SKP Centre has all requisite power and authority to execute, deliver and perform its obligation under this agreement.

4.2. The person(S) signing this agreement have the necessary authority and approval for execution of this document and to bind his organization for due performance as set out in this Agreement and has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of the business.

4.3. The Company has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos, symbols and other proprietary marks which it provides to AISECT SKP Centre for use related to the services to be provided under this Agreement..

4.4. AISECT SKP Centre will provide such cooperation as the Company reasonably requests in order to give full effect to the provisions of this Agreement.

4.5. AISECT SKP Centre hereby represents and warrants that all other necessary approvals required to give effect to the terms of this Agreement have been obtained before entering into this Agreement with the Company.

4.6. There are no material financial obligations of the AISECT SKP Centre whether actual or contingent, that are outstanding as of the date of this Agreement other than those disclosed to the Company by the AISECT SKP Centre in writing.

4.7. The AISECT SKP Centre is not a party to or subject to any court or administrative order or action of any governmental authority, which would limit or interfere in any way with the performance by the AISECT SKP Centre of his obligation hereunder. The AISECT SKP Centre is not a party to any litigation, legal or administrative proceedings other than those which have been disclosed to the Company by the AISECT SKP Centre in writing.

4.8. The AISECT SKP Centre acknowledges that it has conducted a thorough independent investigation of the Business and the Company and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the business ability of the AISECT SKP Centre. The Company expressly disclaims the making of and the AISECT SKP Centre acknowledges that he has not received any warranty, representation or guarantee, expressed, implied or collateral, as to the potential volume, profits or success of the business.

4.9. The AISECT SKP Centre acknowledges that it has received, has had ample time to read, and has read this Agreement, and all related agreements with the Company. The AISECT SKP Centre acknowledges that the Company has advised him to obtain independent legal and accounting advice with respect to this Agreement and the transactions arising out of this Agreement. The AISECT SKP Centre further acknowledges that it had an adequate opportunity to be advised by legal, accounting and other professional advisors of its own choosing regarding all pertinent aspects of the Business, the Company and this Agreement.

4.10. All statements made by the AISECT SKP Centre in writing in connection with application for this Agreement were, to the best of its knowledge, true when made and continue to be true as of

the date of this Agreement.

4.11. The AISECT SKP Centre has, or has made firm arrangements to acquire funds to commence, open and operate the Business and it is financially and otherwise able to accept the risks attendant upon entering into this Agreement

4.12. AISECT SKP Centre agrees to get police verification or background check or any other check conducted, if the nature of service so demands.

## **5. MAINTENANCE OF RECORDS**

5.1. AISECT SKP Centre specifically agrees to maintain all records including but not limited to receipt book, bill book, certificate(s) issued, books of accounts including registers/documents etc as per instructions of the Company from time to time and ensure safe and proper custody of all records, accounts including related documents etc for such period in accordance with the legal/regulatory obligation of the Company in this regard

5.2. All the records as maintained by the AISECT SKP Centre would be open to inspection by any of the authorized officials of the Company. An audited statement of accounts would be submitted by the AISECT SKP Centre to the Company at such time as may be decided by the Company. The Company retains the right to appoint an independent auditor to inspect the records of the AISECT SKP Centre, if felt necessary. In such event of an independent auditor being appointed by the Company, the professional fee and other charges (including service tax) of the independent auditor shall be borne by the AISECT SKP Centre.

5.3. AISECT SKP Centre shall provide access, to the Officers / employees / representatives / agents or auditors of the Company to the premises / places where such records are kept / maintained. The Company shall have a right to obtain copies of any audit report, review reports and findings made on the AISECT SKP Centre in connection with the services performed by AISECT SKP Centre for the Company.

5.4. It will be mandatory on the part of every AISECT SKP Centre to send reports (monthly, quarterly or any other, as demanded by the Company) in a format prescribed by the Company.

5.5. The Company will have right to conduct surprise check of the AISECT SKP Centre's activities in respect of the Service(s) during the continuance/renewal of this Agreement.

5.6. The AISECT SKP Centre agrees that the Complaints/feedback, if any received from the customers of the Company in respect of the Services by AISECT SKP Centre shall be recorded and the Company shall have access to such records and redressal of customer complaints by the AISECT SKP Centre .

5.7. AISECT SKP Centre specifically agrees that the Company has full right to monitor and assess the performance of services by AISECT SKP Centre and wherever the Company discovers any deficiency or non-performance of the services up to the mark, the Company shall instruct the AISECT SKP Centre orally or in writing and AISECT SKP Centre agrees to rectify the deficiencies or to ensure compliance of the instructions of the Company, failing which the Company shall have the right to terminate this Agreement.

## **6. CONFIDENTIALITY**

6.1. AISECT SKP Centre is aware that all information disclosed to the AISECT SKP Centre by the Company and all records, accounts, documents maintained by AISECT SKP Centre are confidential in nature and having regard to the sensitive nature of the information and records, specifically agrees to maintain integrity, secrecy and confidentiality of all the information and records, accounts in respect of the outsourced services in the same manner & degree of care as the Company. AISECT SKP Centre would ensure for its own confidential & sensitive information. AISECT SKP Centre shall ensure that appropriate and suitable undertaking / agreements are obtained and maintained from its employees, agents, representatives and Sub-Contractors as the case may be to ensure compliance with confidentiality obligations of AISECT SKP Centre.

6.2. AISECT SKP Centre shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied. AISECT SKP Centre shall also ensure that confidential information, directly or indirectly, is not disclosed without prior written consent of the Company.

6.3. In the event that AISECT SKP Centre becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the Company with prompt written notice.

6.4. AISECT SKP Centre specifically agrees that the confidentiality obligations of the AISECT SKP Centre in terms of this agreement shall survive for a period of 5 years from the termination of this agreement.

6.5. AISECT SKP Centre agrees that the products and services of others that are competitive to the Company's products will not be provided at the service outlets

## **7. RELATIONSHIP BETWEEN THE PARTIES**

7.1. It is specifically agreed that the AISECT SKP Centre shall act as independent service provider and shall not be deemed to be the Agent of the Company.

7.2. Neither AISECT SKP Centre nor its employees, agents, representatives, shall hold out or represent as agents of the Company. None of the employees, representatives or agents of AISECT SKP Centre shall be entitled to claim permanent absorption or any other claim or benefit against the Company.

## **8. COMPLIANCE WITH LAWS BY AISECT SKP(SKILL KNOWLEDGE PROVIDER) CENTRE :**

8.1. AISECT SKP Centre hereby agrees and declares that it shall be the sole responsibility of AISECT SKP Centre to comply with the provisions of all the applicable laws, concerning or in relation to rendering of services by AISECT SKP Centre as envisaged under this agreement

8.2. AISECT SKP Centre shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this



agreement.

8.3. AISECT SKP Centre shall be solely liable & responsible for compliance of applicable labour laws in respect of its employees, agents, representatives and in particular laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Company shall have no liability in this regard.

## **9. FEES, TAXES DUTIES & PAYMENTS :**

9.1. AISECT SKP Centre shall be paid fees and commission in the manner as decided by the Company from time to time, subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Company.

9.2. All indirect taxes including VAT/ Service tax/ GST, as may be applicable or any other duties and charges levied shall be deemed to be included in the amount paid to the AISECT SKP Centre and no separate claim shall lie against the Company for any indirect tax

9.3. All taxes, direct or indirect, duties and other charges as may be applicable shall be borne by the AISECT SKP Centre and the Company shall not be liable for the same.

9.4. All expenses, stamp duty and other charges/ expenses incurred in connection with execution of this agreement shall be borne by AISECT SKP Centre. Any expenses that may arise in case of renewal of this Agreement shall also be borne by the AISECT SKP Centre.

## **10. GENERAL INDEMNITY :**

10.1. AISECT SKP Centre agrees to keep the Company indemnified against all claims, actions, losses, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Company may suffer or incur for reasons attributable to the AISECT SKP Centre or for any acts of Commission / omission on the part of employees, agents, representatives or Sub-Contractors of AISECT SKP Centre . AISECT SKP Centre agrees to make good the loss suffered by the Company on first demand made by the Company in this regard which shall be final and binding on AISECT SKP Centre.

10.2. AISECT SKP Centre further undertakes to promptly notify the Company in writing regarding any breach of obligation of the agreement by its employees or representatives including breach of any confidentiality obligation and in such an event, the Company will, in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.

10.3. The Company will not be accountable for any liabilities created due to default by the AISECT SKP Centre in the consumer forum or any other such body and AISECT SKP Centre will be solely responsible for such default/losses.

10.4. The AISECT SKP Centre shall be liable to indemnify the Company in case of any misuse of data/information of the Company by the AISECT SKP Centre, deliberate or otherwise and this

includes against intangible/ reputation losses.

## **11. TERMINATION :**

11.1. The Company as well as AISECT SKP Centre shall have right to terminate the agreement by giving a month's notice in writing to the other party. In the event of termination of the agreement, the AISECT SKP Centre shall return to the Company all records (whether or not maintained under Clause 5), documents, reports, books of accounts, and any data collected by the Centre (whether directly or indirectly) from the inception of this agreement till the date of termination as per instructions of the Company.

11.2. Without prejudice to the right of the Company to terminate this agreement as specifically covered in other clauses of this agreement, the Company shall have a right to terminate the agreement immediately by giving a notice in writing to the AISECT SKP Centre in the following eventualities.

- i. If AISECT SKP Centre is unable to satisfactorily render the services as envisaged under this agreement upon a reasonable assessment of the circumstances by the Company which affect rendering of the services by AISECT SKP Centre.
- ii. If any acts of commission or omission on the part of AISECT SKP Centre or its agents, employees, or representatives, in the reasonable opinion of the Company tantamount to fraud or prejudicial to the interest of the Company or its customers. In the event of point no. ii, the company will have the right to terminate the agreement immediately and no terms of 11.1 will not be applied.

11.3. In the event of termination of the Agreement, Company shall have the right to give suitable publicity to the same by way of public notice or otherwise

11.4. In the event of termination of the Agreement or on the expiry of the term/ renewed term of this Agreement, the AISECT SKP Centre shall render all reasonable assistance and help to the Company and any new entity engaged by the Company for the smooth switch over and continuity of the Services or if so required by the Company take all necessary steps to bring the Services to a close in a prompt and orderly manner.

## **12. ARBITRATION :**

12.1. Any and all disputes, controversies and conflicts ("Disputes") that may have arisen or arise out of this Agreement or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein, or the breach, termination, invalidity or interpretation thereof shall be referred for Arbitration in terms of the Arbitration and Conciliation Act, 1996 (Arbitration Act) or any amendments thereof.

12.2. The Managing Director of the Company (MD AISECT) shall be the sole arbitrator to conduct the Arbitration. In the absence of the 'MD AISECT' the Board of Directors of the Company shall have the authority to appoint a suitable person to act as the sole arbitrator, and

the decision of the Company in this regard shall be binding on both the Company and the AISECT SKP Centre

12.3. Prior to submitting the Disputes to arbitration the parties shall make all endeavors to settle the dispute/s through mutual negotiation and discussions. In the event that the said dispute/s are not settled within 30 days of the arising thereof as evidenced through the first written communication from any party notifying the other regarding the disputes, the same shall finally be settled and determined by arbitration as above.

12.4. The place of arbitration shall be at Bhopal and the language used in the arbitral proceedings shall be English or Hindi as may be mutually agreed between the AISECT SKP Centre and the Company..

### **13. GOVERNING LAWS & JURISDICTION :**

13.1. The agreement shall be governed and construed in accordance with the Laws of Republic of India.

13.2. The parties agree to submit to the jurisdiction of appropriate courts in the state of Madhya Pradesh in connection with any dispute between the parties under the agreement.

### **14. NOTICES :**

14.1. Any notice, invoice, approval, advice, report or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered post or courier to the relevant address sent forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if sent by Post/courier) or fifteen (15) clear days after posting (if the addressee is outside the country of posting).

### **15. AFFILIATION FEE & OTHER CHARGES :**

15.1. AISECT SKP Centre agrees to pay Affiliation fee for the Centre as decided by the Company from time to time. The AISECT SKP Centre may also be required to pay charges other than affiliation fees, for availing particular services from AISECT LTD. , about which the SKP shall be duly notified in advance.

### **16. MISCELLANEOUS PROVISIONS :**

**Compliance with procedure:** AISECT SKP Centre agrees to follow all of the procedures that have been made available to AISECT SKP Centre and agrees to be bound by any or all changes that may hereafter be made. The changes may include improvements and refinements in the system as well as adjustments and revisions in fees, AISECT SKP Centre's commission, collection procedures and policies of the Company.

**Ethics to be maintained:** AISECT SKP Centre will at all times conduct his or her business consistent with the highest ethical standards and refrain from compromising himself or herself,

his or clients, or those of the Company. Specifically, AISECT SKP Centre states that it will not enter into any agreement with any client or other person to commit fraud upon any person, legal or business entity, or any agency of state or local government.

**Saving Clause:** The invalidity of any paragraph, covenant, provision or part here shall in no way affect the validity of any other paragraph covenant, provision or part here.

**Completeness of Documents:** Except as stated herein, this contract includes all of the understanding between the parties, and there is no agreement other than this contract. However, if the AISECT SKP Centre is taking a bouquet of services, then such other agreements may be read in addition to and not in derogation of this Agreement. To that extent, this Agreement supersedes all other prior agreements, understandings, negotiations etc. between the Company and the AISECT SKP Centre.

**Cumulative Remedies:** All of the remedies given to the Company in this agreement are cumulative. Further, the remedies shall be mutually exclusive and the fact that the Company exercises any of those remedies or fails to exercise any remedies given shall not in any way affect its right to exercise those remedies in future at any point of time or to exercise any other or additional remedies which at its sole option may be deemed necessary or appropriate.

**Waiver:** No waiver by either party of any breach or violation of any provision of this Contract shall operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision.

**Force Majeure:** Nether party shall be liable for nor deemed to be in default for any delay or failure to perform under this Contract deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, flood, failure of transportation, strikes or other work interruptions by either Party's employee or any other cause beyond the reasonable control of either Party.

**IN WITNESS WHEREOF** , the Parties hereto have executed this Agreement on the day and year first hereinabove written.

I accept and agree to the above conditions given above and to any other text or annexure/ schedule forming part of this agreement. I also declare that I am the authorized signatory of the AISECT SKP Centre and my signatures, as given below are my true signatures.

Subject to the jurisdiction of Bhopal Court.

Signatures :

Authorized Signatory  
(Name and Signature)  
AISECT Skill Knowledge Provider (SKP) Centre

Authorized Signatory  
(Name and Signature)  
AISECT Limited

\_\_\_\_\_  
**(SKP ID :A331446)**

Rajesh Panda

National Network Manager

Witness 1

Witness 2

**Centre Address :**

AKHILESH VISHWKARMA  
Akhilesh Vishwakarma  
vikajgang umaria ward no 11  
umaria  
Umaria  
Madhya Pradesh

**Residence Address :**

Akhilesh Vishwakarma  
Ward No.12,Plot no.87/2, Vikatganj,Ambedkar ward  
UMARIA  
Umaria  
Madhya Pradesh 484661

Sl. No.	Type of Service	<b>ANNEXURE -A</b>
1	AGU Referral Center for Skill and Diploma Programs	
	<b>List of Services offered by AISECT Ltd.</b>	
1.1	AISECT Academy for IT-ITES	
1.2	AISECT Academy for Electronics & Hardware	
1.3	AISECT Academy for Banking, Financial Services and Insurance	
1.4	AISECT Academy for Apparel, Made-Ups & Home Furnishing	
1.5	AISECT Academy for Agriculture	
1.6	AISECT Academy for Teacher's Training	
1.7	AISECT Academy for Tourism and Hospitality	
1.8	AISECT Academy for Beauty and Wellness	
1.9	AISECT Academy for Foreign Languages	
1.10	AISECT Academy for Construction	
1.11	AISECT Academy for Retail	
1.12	AISECT Academy for Healthcare	
1.13	AISECT Academy for Tally Programs	
1.14	AISECT Academy for Telecom	
1.15	AISECT Academy for Management & Entrepreneurship and Professional Skills	
1.16	AISECT Academy for Automotive	
1.17	AISECT Academy for Media and Entertainment	
1.18	AISECT Academy for Capital Goods	
1.19	AISECT Academy for Food Processing	
1.20	AISECT Academy for Green Jobs	
1.21	AISECT Academy for Future Skills	
1.22	AISECT Academy for Animation, Multimedia & Gaming	

2	<b>AGU Referral Center for Admissions in UG/PG Programs</b>
3	<b>Brainy Bear School</b>
4	<b>Banking Kiosk (With Respective Banks)</b>
5	<b>RFID/ETC (Fastag Scheme)</b>
6	<b>E-Mitra Centre</b>
7	<b>AISECT Seva Kendra (ASK)</b>
7.1	MPSOS (Form Filling Work)
7.2	Electricity Bills Payment
7.3	PAN Card Application
7.4	Income Tax Return Filing
7.5	Landline Telephone Bill Payment
7.6	Mobile / DTH Recharge
7.7	UMANG Services
7.8	EMI Collection Service
7.9	Loan Lead Service
7.10	Mutual Fund
7.11	AIRTEL Money Transfer/AEPS
7.12	Bus Ticketing
7.13	IRCTC (Rail Ticket)
8	<b>Insurance &amp; Related Services</b>
8.1	<b>Life/General/Health Insurance Sales</b>
8.2	<b>Agriculture Insurance Sales</b>
8.3	<b>Pre recruitment Online Training for agents</b>
8.4	<b>Bima Mitra (Text Book on Insurance) Sales</b>
9	<b>AISECT Publication</b>
10	<b>Any other (please specify)</b>

\* Commission to be shared with AISECT SKP for any of the above Service shall be duly notified to all the relevant SKPs through E-mail, as Commission Structure is liable to change from time to time.

\* Any New Service, if added to above list, shall be informed duly to AISECT SKPs Via Mail and the Commission structure shall be notified separately.

\* The Commission Structure as declared by AISECT Ltd. shall be binding on all SKPs.

\* The taxability arising on income generated by AISECT SKP through the Services offered as above, shall completely be the responsibility of AISECT SKP only and AISECT Ltd. shall be kept indemnified against any claims arising out of non-compliance by any SKP regarding such matters.

Authorized Signatory  
(Name and Signature)  
AISECT Skill Knowledge Provider (SKP) Centre

Authorized Signatory  
(Name and Signature)  
AISECT Limited  
Rajesh Panda  
National Network Manager