



Certificate No. F0J2023J173

Stamp Duty Paid : ₹ 101  
(Rs. Only)

GRN No. 108214303



Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name: Gramin shiksha Private limited

H.No/Floor : 194

Sector/Ward : 11

LandMark : Surya enclave bighar road

City/Village : Fatehabad

District : Fatehabad

State : Haryana

Phone: 74\*\*\*\*\*79

Others : Gramin shiksha private limited


**Buyer / Second Party Detail**

Name : Institute of medical and Paramedical Science

H.No/Floor : 1

Sector/Ward : 1

LandMark : Near bata showroom

City/Village: Silchar

District : Cachar

State : Assam

Phone : 81\*\*\*\*\*67

Others : Institute of medical and paramedical science

Purpose : For the Services Agreement between Gramin Shiksha and Institute of Medical and Paramedical Science

The authenticity of this document can be verified by scanning this QRCode Through smart phone or on the website <https://egrashry.nic.in>

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**Training Center Service Agreement**

This Training Center Service Agreement is entered into this on 10th day of October,2023 at Hisar (Haryana) between:

Gramin Shiksha Private Limited, a company incorporated under the Companies Act, 1956 having its Registered office at 194, Surya Enclave, Bighar Road Fatehabad - 125050 Haryana and Head Office at Gali No. 1, Near Sewak Sabha Hospital, Rishi Nagar Hisar – 125001 Haryana its Authorised Signatory (hereinafter called the "First Party/GSPL") (Which expression shall mean and include its Successors-in interest, legalrepresentatives, administrators, executors and permitted assign) of the FIRST PARTY

AND

**INSTITUTE OF MEDICAL & PARAMEDICAL SCIENCE, RANGIRKHARI NETAJI PALLY NEARBY LANDMARK : NEAR BATA SHOWROOM CACHAR ASSAM PINCODE : 788005**, Hereinafter referred to as the, "**Training Center**" which expression shall, unless it be repugnant to the context or the meaning therefore, be deemed to mean and include its Successors in interest, legal representatives, administrators, executors and permitted assigns) of the SECOND PARTY (GSPL and Training Center shall collectively be referred as "parties" and individually as "party" wherever context permits)

Whereas **Gramin Shiksha Private Limited** have multiple affiliations like Gramin Shiksha Private Limited is approved Training Partner of National Skill Development Corporation, approved Prcb of Yoga Certification Board, a recruitment agent under Ministry of External Affairs.

Whereas:

**INSTITUTE OF MEDICAL & PARAMEDICAL SCIENCE**, will work as a Training Center of Gramin Shiksha Private Limited to run multiple courses provided by Gramin Shiksha Private Limited in Self Assessment attached in Annexure 1.

Now the Service Agreement witnesses that:

## **1. TERMS AND CONDITIONS**

This Training Center Service Agreement shall come into force on the Effective Date i.e., **10<sup>th</sup> October 2023** and shall remain in force **upto 9<sup>th</sup> October 2024** unless terminated earlier. This Training Center Service Agreement shall be terminated by Training Partner upon giving written notice or email to the Training Center whenever training center breach the term and conditions of Training Partner and the notice shall be delivered by hand or email or registered post to the address listed above.

## **2. Responsibilities of GSPL**

- a. To must ensure whether the Training center has prescribed classroom, laboratory, reception room, washroom, fire extinguisher, first aid kit and all other necessary equipment for running the Training.
- b. To ensure that all the advertisements made by the Training Center on any platform of the media to promote vocational courses are as per the marketing guidelines issued by Gramin Shiksha Private Limited.
- c. To ensure that the training is being Imparted to the trainees on the basis of the curriculum of the job role for which the training center has been approved or not.
- d. Training of Staff of Training Center regarding online registration of their trainees on Gramin Shiksha Online Registration Portal.
- e. Plan Assessment of trainee after course completion of trainees on Training Center.
- f. Provide Placement assistance to trainee of Center.
- g. Training Partner can do surprise inspections at Training centers.

## **3. Responsibilities of Training Center**

Training Center shall be responsible for:

- To ensure that the Training Center will use the logo of training partner to promote only approved vocational courses and not any other course.
- Ensuring that vocational courses are promoted through any media as per the marketing guidelines issued by the training partner.
- Ensuring that the required infrastructure such as classroom, laboratory, reception and other necessary formalities for conducting Vocational courses at the time of this Agreement should be maintained during the period of this agreement, if any discrepancies are found during this period the Training Center himself will be responsible for this.
- To ensure that no false and malicious information is given to the trainee coming to the center of Training Center with respect to Training Partner.
- The Training Center shall charge fee from the trainee for training (refer to annexure for student fee). It can be modified by Training Center as per the demand and area of Training Center.

- Training Center share the fixed assessment fee to Training Partner as per the annexure provided by Training Partner.
- Ensuring that all photos and videos during training are shared with training partners on regular basis.
- Ensuring that during the assessment process all the documents relating to the assessment are verified, video recordings of the assessment and all data relating thereto are shared with the training partner in both soft and hard copies
- To ensure that the certificates received by the Training Center from the training partner are distributed to all the trainees who have undergone the training at the center of the Training Center.
- To Ensure that Training Centre must share attendance sheet, feedback forms to Training Partner.

#### 4. Training Center Association Fee:

The Training - Center have to pay the following fee to get approval in two stages –

<b>Stage 1</b>	<b>Registration Fee</b>	<b>3000₹ + 18% GST</b>
<b>Stage 2</b>	<b>Association Fee</b>	<b>12000 ₹ + 18% GST</b>

#### Terms and Conditions

- Association Fee must be deposited by Training center before signing of this agreement.
- A condition regarding this association fee is that each training center has to enrol 20 trainees in its training center in a year. If one fails to do so then Training Center have to pay Rs 3000+18% GST i.e. 3540 Rs. per year as renewal fee.
- No renewal fee has been charged from the training center which admits 20 trainees in a year.
- The condition of 20 admission will be calculated from the date of agreement.
- The Association fee of Training Center i.e., 15000 +18% GST i.e 17700 Rs. is non-refundable in any case.
- Total Affiliation Charges are 3000+18% GST (3540) And 12000+18% GST (14160).

#### 5. Bank Details:

Account Name: Gramin Shiksha Pvt.Ltd.  
 Bank Name : ICICI Bank  
 A/c No. : 093205004468  
 A/C Type: Current  
 Branch : Fatehabad, Haryana  
 IFS Code: ICIC0000932

#### 6. Process of Invoicing and Payment

- a. The training center will first enroll its trainees on the GSDM Portal and complete their training. The Training Center, after charging the fee from the trainee, will also pay a part of the fee as assessment fee/Revenue Sharing Fee to the training partner for trainee final Assessment.
- b. This assessment fee/revenue sharing fee will be deposited to the training partner 20 days before the

last assessment day. If any fails to deposit the same then in that case assessment will be cancelled by the training partner.

- c. The assessment fee/revenue sharing fee mentioned above subject to TDS if applicable.

## **7. Representations and Warranties General.**

Each Party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound.

## **8. Compliance with the Laws.**

Each Party represents and warrants that no consent, approval or authorization of or designation, declaration or filing with any governmental authority is required in connection with the valid execution, delivery, and performance of this Agreement. Each Party shall, at its own expense, comply with all laws, regulations and other legal requirements that apply to it and this Agreement, including copyright, privacy and communications decency laws.

## **9. Non-disclosure**

During this the term of this Agreement and for a period of 1 years thereafter, each Party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar Confidential Information, but in no event using less than reasonable care, and to use such Confidential Information only as permitted under this Agreement; Each Party agrees to only disclose the other Party's Confidential Information to its employees: (a) with a need to know to further permitted uses of such information; and (b) who are informed of the nondisclosure/ non-use obligations imposed by this ,Both parties shall take steps each determines appropriate to implement and enforce such nondisclosure/non-use obligations.

## **10. Terms of Agreement Confidential.**

Each of the Parties agrees not to disclose to any third party the terms of this Agreement, including pricing, without the prior written consent of the other Party hereto, except to advisors, investors and others on a need to-know basis under circumstances that reasonably ensure the confidentiality thereof, or to the extent required by law.

## **11. Injunctive Relief.**

In the event of an actual or threatened breach of the above confidentiality provisions, the non-breaching Party will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

## 12. “GSPL’s Code of Conduct” for Training Center (“COC”)

This COC outlines the fundamentals values and integrity levels of business conduct that GSPL expects its Training Center to uphold in all business relationships. All Training Center must comply fully with this COC while having, business relationshipwith GSPL. The purpose of COC is to define the standards of business conduct and business practice. If applicable laws and regulations are more permissive than the code, the code will apply. If applicable laws and regulations are more restrictive, legal regulations need to be complied with fully at all times.

- a. The Training Center Must Conduct all its dealings in a very ethical manner and with the highest businesses standards as per the COC and shall ensure that the COC and other relevant policies, guidelines and other information is provided to their employees who work with and on behalf of GSPL.
- b. The Training Center must provide all possible assistance to GSPL in order to investigate any possible instances of unethical behavior or business conduct violations by an employee of the Training Center or GSPL’s own employee. GSPL as well as the Training Center will disclose forthwith any breach of these provision that comes to their knowledge to allow for timely action in their prevention and detection.
- c. The Training Center must adopt appropriate processes to prevent offering anyillegal gratification in the form of bribes or kickbacks either in cash or king or undue favour in the course of all dealing with GSPL. Any instances of such violations will be viewed in a serious manner and GSPL reserves the right to take all appropriate actions or remedies as may be required under the circumstances.
- d. The Training Center must beat all times act fairly, honestly and in good faith;
  - b) act in accordance with the agreement, including making no use of GSPL;s intellectual property rights for their own purpose; c) take personal responsibility for ensuring adherence to the COC; d) adopt fair employment practice and provide safe workplace to ties employees working for GSPL; e) shall not act in way that may bring GSPL into disrepute; f) shall not misuse theirposition as a Training Center for personal gain or to promote their private or business interest; and f) shall not misuse the data/ information acquired duringtheir association with GSPL.
- e. The Training Center must comply with all applicable laws relating to gifts, bribery, corruption, and other improper payments. They must not, directly or indirectly offer bribes, commission or other similar improper payments or anything of value to anyone, including officials of governments or its agency, GSPL, other Company public organization, or to any other third party, for the purpose of wrongfully obtaining or retaining GSPL’s Business. They shall not influence or attempt to influence Training Center selection process through orfriends.
- f. The Training Center must fully comply with all applicable competition and unfair trade practice laws and regulations. They shall not unreasonably completion and free trade by proposing or entering into any agreements or understandings expressed or implied, formal or informal, written or oral of forming cartels.
- g. The Training Center must ensure that all statements, communications, and representations made to GSPL are accurate, complete and truthful and made by authorized officials of Training Center. GSPL should not, directly or indirectlyby implicated or involved in disputes between Training Center and other parties. They shall not defame or disparage GSPL its other Training Center, affiliates,

associates, competitors or clients

- h. The Training Center should strive to avoid situations where a conflict to interest might occur or appear to occur. In the event a relative whether close or distant in an employee, executive or director of GSPL and is in a position to influence business decision relation to the Training Center. The Training Center must disclose this information to GSPL. Further, the Training Center shall not make any claims, representations or warranties on behalf of GSPL to any third party. The Training Center shall have no right or power or authority to bind or create any obligation, express or implied on behalf of GSPL unless specifically authorized to do so in writing by GSPL.

### 13. GENERAL TERMS

- The Training Center shall not approach landlord/vendor whose premises/infrastructure has been hired by GSPL.
- Neither party shall be responsible in any manner for negligence, fault, and statutory noncompliance of the other party.
- This Service Agreement supersedes all prior discussion and constitutes the entire understanding between the parties with respect to the subject matter hereof.
- It is expressly declared that this Service Agreement and the relationships between the parties established hereby does not constitute a partnership, joint venture, agency, or contract of employment between them.
- This Service Agreement shall be governed by and interpreted in accordance with the laws of India and both parties' consent to the jurisdiction of Courts at **FATEHABAD (HARYANA)**.
- Any modification, amendment, deletion, review or revision of any terms & conditions of the Service Agreement must be in writing signed by a duly authorized representative of the Parties.
- In Respect of any disputes arising between the parties concerning any term of this
- Service Agreement, GSPL and Training Center agree to settle the same by mutual negotiation. However, if the parties fail to do so, the dispute(s) shall be referred to Arbitration. The Arbitration proceeding shall take place at **FATEHABAD (HARYANA)**, India, in accordance with the Arbitration and Conciliation Act, 1996, including any statutory modification or re-enactment thereof.
- The Parties agree and under take that during the continuance of this Service Agreement or for a period one year after the determination or termination of the Service Agreement, as the case may be, neither Party shall offer employment to the employees of the other Party and directly or indirectly engage, hire, employee or use the services of employees of other party.

IN WITNESS Whereof this MoU was duly signed for and on behalf of the parties on the day, month and year first above written.

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**Signature below by your authorized representative is your consent to the terms and conditions of this agreement**

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<b>INSTITUTE OF MEDICAL &amp; PARAMEDICAL SCIENCE</b>	<b>Gramin Shiksha Pvt. Ltd.</b>
<b>Sign &amp; Stamp:</b>	<b>Sign &amp; Stamp:</b>
<b>Name : MD ZAKARIA BARBHUIYA</b>	<b>Name: Rinku Manchanda S/o Sh. Hari Chand Manchanda</b>
<b>Designation : SPOC</b>	<b>Designation: Director</b>
<b>Place: Assam</b>	<b>Place: Fatehabad</b>
<b>Date: 10<sup>th</sup> October 2023</b>	<b>Date: 10<sup>th</sup> October 2023</b>