

**SERVICE AGREEMENT**

This **SERVICE AGREEMENT** is made and entered into this 18 / 09/2016 at Delhi

("AGREEMENT") BY AND BETWEEN

**Temple of Learning.com India Private Limited, Kanchanjunga Building, L-3, Upper Ground, Connaught Place, New Delhi, Delhi 110001AND**

**Shobhit institute of Engineering and Technology (Deemed to be University), Meerut Uttar Pradesh.**

(Temple of Learning and Member are hereinafter collectively referred to as "the Parties" and severally as "Party")

WHEREAS Temple of Learning is inter alia in the business of Training & Placements and is responsible for the functioning of its websites www.Temple of Learningindia.com.

WHEREAS Member is in the business of 'Education Provider' and is desirous of taking service from Temple of Learning as described here under, on the terms agreed and contained herein;

WHEREAS the Parties intend to facilitate Temple of Learning's online recruitment solution by bringing the Member's placement activities online thereby attracting more corporate and other entities for recruitment of registered users ("users") of Temple of Learningcollege.in.

**NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS, AGREEMENT HEREINAFTER SET FORTH, THE PARTIES INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:**

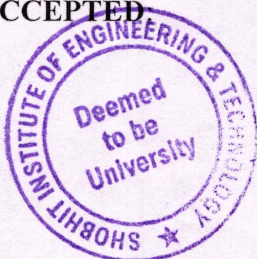
**1. SERVICE DETAILS:**

The details of the service that Member has agreed to take from Temple of Learning are as follows ("**Service**"):

<b>Member Name:</b>	<b>Shobhit institute of Engineering and Technology (Deemed to be University), Meerut Uttar Pradesh.</b>		
<b>Service:</b>	<b>Temple of Learning Annual Subscription ( Training &amp; Placement Package)</b>		-
<b>Quote No:</b>			
<b>Start Date :</b>	<b>September ,2016</b>		
<b>End Date :</b>	<b>August ,2021</b>		
<b>Session :</b>	<b>5 years</b>		

Item #	Product	QTY	Validity	Product Start Date	Product End Date
1	Temple of Learning College Annual Subscription	500+	5 Year	September-2016	August-2021

*Myelen*  
**NOTED AND ACCEPTED**



### **3. TERM :**

This Agreement shall be valid and be in force from the Start Date **August 2016** till the End Date **September 2021** ("Term"), The Member is bound to make the full payment for the Term, irrespective of whether they use the service(s) or not. Member shall also be liable to pay the legal costs which may be incurred by Temple of Learning towards recovery of any of the dues from Member.

**(All payments to be made in favour of "Temple of Learning.com India Private Limited")**

(b) An invoice for the Total Price will be issued ("**Invoice Issue Date**") by Temple of Learning to the Member after execution of this Agreement at the abovementioned address unless otherwise a different address for billing is specified<sup>1</sup> by Member under section "Member's Address for Invoicing / correspondence" herein below and shall be payable as per the aforesaid payment terms. **All invoices are payable to Temple of Learning in full, on or before the due date of the invoice** as per the said payment terms. In the event any payment is not made within the said period, Temple of Learning shall, without prejudice to its other rights under this Agreement or in law, have the right to terminate this Agreement and / or deactivate Member's account without any liability to Member.

- **Member's Address for Invoicing / correspondence: Shobhit university Pocket B, Shobhit University Tower, Institutional Area, Mayur Vihar Phase II, Patparganj, New Delhi, Delhi 110091**
- **Contact Name: Shobhit University**
- **Name of the organization: Shobhit university Group of Institutions**
- **Address: Shobhit university Pocket B, Shobhit University Tower, Institutional Area, Mayur Vihar Phase II, Patparganj New Delhi, Delhi 110091**

### **5. IMPLEMENTATION AND TRAINING :**

- (a) Training on Temple of Learning products and services, wherever applicable, will be scheduled by Temple of Learning's Client Relations Contact appointed for the Member. The said training will take approximately 1-2 hours and the concerned authorized staff of the Member will be provided with a training manual.
- (b) Temple of Learning may either through its officials or authorized representative formally visit the Member's office premises for implementation and / or for any other purpose.

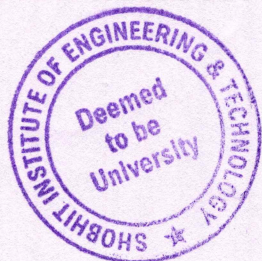
### **6. TEMPLE OF LEARNING'S OBLIGATION:**

- b) To assist Member for Online training & Recruitment solution of registered users
- c) Enhance visibility of the Member as a brand among corporate and other business entities.
- e) Provide the following opportunities to registered users
- i) Participation in campus drives, pooled campus drives, placement weeks and walk- in interviews.
  - ii) Temple of Learning's dedicated corporate sales team will endeavour to help Member by making available opportunities from companies as well as small & medium enterprises.
- g) To provide awareness through various means thereby resulting into increased chances of employment of users:
- i) To provide informative articles and content delivered through platform and to improve chances of user's employability
  - ii) Assist in industry awareness
  - iii) To conduct mock practice tests as per Industry specification along with comprehensive performance report of the users. This shall help the Member to identify skill gaps of the users and take proactive measures.

### **7. MEMBER'S OBLIGATION:**

- (a) Member shall provide Temple of Learning the name of its authorized representative who shall serve as single point of contact with Temple of Learning.
- (b) Ensure submission of users' data online on Temple of Learning's website i.e. [www.Temple of Learningcollege.in](http://www.TempleofLearningcollege.in) for registration within 20 days of signing of this Agreement.
- (c) Verification of the users' data by an authorized representative of Member. Users' data shall include education qualification, roll number, branch and name. Inability of Member to register and verify the users' data shall not entitle the users in availing the

*[Handwritten Signature]*  
**NOTED AND ACCEPTED:**



- services under this Agreement. Member shall be solely responsible for the submission of any wrong, incomplete or incorrect users' data or profile in the Temple of Learningcollege.in website.
- (d) The authorized representative of Member shall be responsible for incorporating the users' data on the Temple of Learning website and make changes from time to time in the event of any change in the users data and profile.
  - (e) The Member shall be responsible for appropriate use of the Services subscribed under this Agreement
  - (f) Member agrees to appropriate the subscribed Services as per the terms and conditions stipulated for the Services on Temple of Learning College Website and shall not offer to the candidate(s) and / or users of such subscribed services at a price more than the price as stipulated by Temple of Learning for the Career Services on the relevant Temple of Learning website.
  - (g) Member shall be solely responsible for the Temple of Learning College Services appropriated by it under this Agreement to users and / or candidates. Member further undertakes that the Services subscribed by it under this Agreement is solely for the purpose of its proper appropriation to the users and/or candidates and not for its commercial use / purpose.
  - (h) By posting user data ("User Content") to Temple of Learningcollege.in OR any Temple of Learning Site, User / Candidate and Member automatically grant, and represent and warrant that they have the right to grant, to Temple of Learning an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute such User Content and to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses thereof.
  - (i) No unauthorized / fraudulent use of user content: Member shall ensure the usage of content for lawful purposes and only for the purposes as permitted under the scope of this Agreement. Promotion of any illegal activity or marketing of products and other service purposes or spamming of the content by it except for the facilitation of services under this Agreement are also prohibited. Temple of Learning shall have the sole right to decide as to what constitute as a breach of these requirements by Member.
  - (j)

#### **8. MISCELLANEOUS PROVISIONS**

- a) Temple of Learning does not guarantee or offer any warranty for any response from any employer or recruitment consultants to Member after the Services commenced by Temple of Learning under this Agreement.
- b) Temple of Learning neither guarantees nor offers any warranty about the credentials of the prospective employer/organisation, which would receive the information and subsequently contact the Member and/or candidates.
- c) The amount paid for the services by the Member is not refundable under any circumstances.
- d) Temple of Learning reserves its right to reject any insertion or information/data provided by the Member in the Temple of Learningcollege.in without assigning any reason,
- e) Temple of Learning will endeavor to maintain its Temple of Learningcollege.in website in a fully operative and error free condition, except for unavailability and errors which may result from unavailability or insufficient information and details from the Member in providing the Service; bring- downs in the ordinary course that are necessary to maintain, update or refresh the website; any "hacking" or "denial of service" activity by a third party and any other reason beyond Temple of Learning's reasonable control.
- f) Breach any provision of this Agreement by the Member may lead to discontinuance of subscribed service by Temple of Learning and /or pursue all other available remedies under applicable laws.

#### **9. DISPUTE RESOLUTION:**

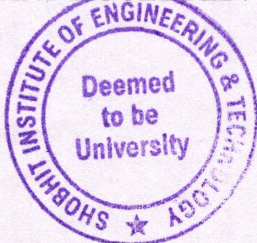
Every Dispute, difference or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall be referred to the Sole Arbitrator nominated by the First Part, the award passed by the Arbitrator shall be final and binding on the parties hereto. The venue of Arbitration shall be Hyderabad. All and any disputes shall be subject to the exclusive jurisdiction of the Courts at Hyderabad, India.

**MEMBER'S ACKNOWLEDGEMENTS:** This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any previous oral or written arrangements and is binding upon the Parties.

**IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives in one or more counterparts, each of which shall constitute an original effective as of the day and year set forth above.**

<b>SIGNED ON BEHALF OF THE MEMBER:</b>	<b>SIGNED ON BEHALF OF TEMPLE OF LEARNING:</b>
Name: Vijay Maheshwari	Name: Saurav Kumar

NOTED AND ACCEPTED:



<b>Title / Designation: Coordinator UTDC</b>	
<b>Member :</b>	
<b>*CIN:</b>	Managing Partner
<b>Address: : Shobhit institute of Engineering and Technology (Deemed to be University), Meerut Uttar Pradesh.</b>	<b>Phone: +91 7011550450</b>
<b>City &amp; Pin code: Meerut</b>	<b>Fax:</b>
<b>Email: vijay@shobhituniversity.ac.in</b>	<b>Signature :</b>
<b>Phone: 9837639871</b>	
<b>Fax:</b>	

*Vijay*

**Signature:** \_\_\_\_\_

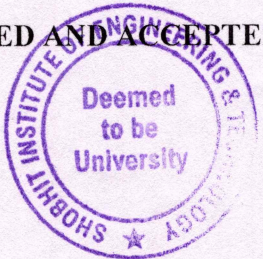
**Date:** 18/09/2016

The person listed above is authorized to sign for our organization.

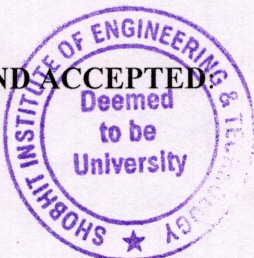
*\*Notes:*

*1. In case of the Member (Institute) is a Ltd. / Pvt Ltd. Company CIN No. is Mandatory and Agreement should be rubber stamped.*

**NOTED AND ACCEPTED:**



NOTED AND ACCEPTED





internshala.com  
+91 124 4367427 B-809  
+91 124 4004123  
university.relations@internshala.com

Scholiverse Educare Pvt. Ltd.  
B – 809, Unitech Business Zone  
Gurgaon, Haryana – 122018  
# CIN: U80901HR2011PTC064443



## INTERNSHALA COLLEGE REGISTRATION AGREEMENT

This Agreement is executed on 18<sup>th</sup> January 2018 by and between:

**Scholiverse Educare Private Limited**, having its registered office at B-809, Unitech Business Zone, Nirvana Country, Sector 50, Haryana - 122018, acting through its authorized representative Mr. Sarvesh Agrawal, Founder & CEO (hereinafter referred to as “Internshala”)

AND

Shobhit Meerut, Shobhit Institute of Engineering and Technology (Deemed to be University), through its Corporate Office, situated at University Tower, Institutional Area, Plot No-7, Pocket-B, Mayur vihar Phase-II, New Delhi-110091 (hereinafter referred to as the “Shobhit Meerut” which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives and permitted assigns) of the other Party; acting through its authorized representatives Director, Corporate Relations.

Internshala and Shobhit Meerut may be referred to as ‘Party’ individually and as ‘Parties’ collectively, as the context may require.

### Overview:

This agreement is regarding the college registration of ‘Shobhit Meerut’ with ‘Internshala’.

### Responsibilities of Internshala:

- Provide all the students of the Shobhit Meerut with free student accounts and lifetime memberships.
- Provide weekly internship updates to all the students of the Shobhit Meerut.
- Provide free online webinar on Internship preparation.
- Provide an online resume maker to all the students of the Shobhit Meerut registered with Internshala.
- Keep the student's details confidential at all times from any third party except the employers, whose internship the student has himself/herself applied to.

### Responsibilities of Shobhit Meerut:

- Provide the information of all the students of the Shobhit Meerut as required by Internshala for their registration. The information should contain the first name, last name, mobile number and the email address of all the students of the Shobhit Meerut.
- Issue the online NOC to the students whenever they are selected for an internship.
- Inform all the students of the Shobhit Meerut about this collaboration and ensure that they verify their accounts on Internshala.

### Term and Termination:

This agreement will be operational and valid from 18<sup>th</sup> January 2018. Upon completion of one year, the agreement can be renewed with mutual consent of both parties.

Under normal circumstances, either party wanting to terminate the agreement can do so and it can be done on a mutually agreed upon date in a justified way with a notification given at least three months prior to termination date.



internshala.com  
 +91 124 4367427 B-809  
 +91 124 4004123  
 university.relations@internshala.com

Scholiverse Educare Pvt. Ltd.  
 B – 809, Unitech Business Zone  
 Gurgaon, Haryana – 122018  
 # CIN: U80901HR2011PTC064443



**Confidentiality:**

- Internshala and Shobhit Meerut will not disclose the details of this agreement and any private information that they come across when this agreement is in effect to any third-party.
- Internshala will not disclose or sell the contacts of registered users to any third-party.

**Disputes:**

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives. Any dispute arising out, in connection with or relating to this Agreement, or the breach, termination or validity thereof, that has not been resolved by negotiation within thirty (30) calendar days after a Party's request for negotiation, would be resolved under the jurisdiction of Gurgaon court.

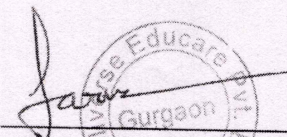
**Miscellaneous:**

- Neither party will enter into an agreement with a third party on behalf of the other party.

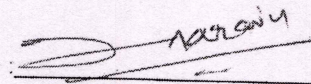
Signed and Delivered by The Signatory Representative of Parties to this agreement:

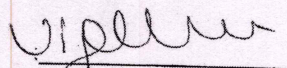
For and on behalf of:

Internshala

  
 (Mr. Sarvesh Agrawal, Founder & CEO )  
 (Authorized Signatory)

Shobhit Meerut

  
 (Director, Corporate Relations)  
 (Authorized Signatory)

  
 (Placement Co-ordinator)

