

THIS **EXAM CENTRE** AGREEMENT is made and entered into on
2018 between **AKSHAYAACE TRAINING AND TECHNICAL EDUCATION**, a
Partnership Firm having registration number 3498/2014 with it's registered office at
Door No. 3/945 K, 2nd Floor, Thanveer Complex, Nr. English Church, Nadakkavu,
Kozhikode, Kerala - 673011 and represented by its Managing Partner **VIJESH.T.R**
(hereinafter referred to as "**ACEUP SHIKSHA KENDRA**", which expression shall
unless repugnant to the context or meaning thereof be deemed to mean and include
it's successors and assigns) on the ONE PART

And

..... S/o, Age and Residing at
.....(hereinafter referred to as
"**EXAM CENTRE**", which expression shall unless repugnant to the context or
meaning thereof be deemed to mean and include his successors and assigns) on
the SECOND PART

WHEREAS **ACEUP SHIKSHA KENDRA** has necessary approvals to conduct various computer related and Public Service Commission approved computer courses, CCTV, Mobile Technology, Hardware and Networking, Skill development and conduct exams and provide certifications. It intends to provide certifications for these courses to students of other institutes who write their exams.

WHEREAS **EXAM CENTRE** is conducting various computer and other education related courses and intends to get his students certified through **ACEUP SHIKSHA KENDRA** for the courses available with **ACEUP SHIKSHA KENDRA**.

Accordingly both parties have come to an understanding regarding the mode of **EXAM CENTRE** getting their students certified in courses available with **ACEUP SHIKSHA KENDRA** and would like to put the terms into writing as below.

NOW THIS AGREEMENT IS WITNESSETH AS FOLLOWS:

1. **COURSE TRAINING AND CERTIFICATION TERMS**

- 1.1. The agreement shall apply to GST, PSC approved Computer related courses, International Certified Courses, CCTV, Hardware and Networking, Skill development and other future courses offered by **ACEUP SHIKSHA KENDRA**.
- 1.2. The **EXAM CENTRE** agrees to do necessary staffing, setting up infrastructure and providing necessary training according to the syllabus of **ACEUP SHIKSHA KENDRA** to the students for the minimum duration and time schedule necessary for writing the exam.
- 1.2. **ACEUP SHIKSHA KENDRA** agrees to conduct the examinations and provide certifications for students clearing the exam. The infrastructure for conducting the exams like exam hall, computers, power supply etc shall be arranged by the **EXAM CENTRE**
- 1.3. **Exam Fee** plus Taxes as may be applicable from time to time per student for each of these courses as fixed by **ACEUP SHIKSHA KENDRA** shall be collected from students and paid by the **EXAM CENTRE to ACEUP SHIKSHA KENDRA** for the student to be eligible

to write the exam. The Exam Fee once paid shall be refundable only at the discretion of **ACEUP SHIKSHA KENDRA**.

- 1.4. **ACEUP SHIKSHA KENDRA** is liable to pay GST or other taxes applicable in future only in relation to exam fee received and will not be liable for any statutory dues including but not limited to GST, Income Tax etc on fee collected by **EXAM CENTRE** or ESI, PF etc for Staffs of **EXAM CENTRE** and/or any other statutes as are applicable to the **EXAM CENTRE**
- 1.5. It shall be the sole liability of **EXAM CENTRE** and **ACEUP SHIKSHA KENDRA** shall in no manner be liable, to compensate the students or any third party with regard to any shortfall in the infrastructure facilities, quality of staffs and training provided by the **EXAM CENTRE** to the students.
- 1.6. **EXAM CENTRE** agrees to take the approval of **ACEUP SHIKSHA KENDRA** before doing any advertising in news paper, notice, leaflet etc or through social media regarding the courses certified through **ACEUP SHIKSHA KENDRA**.
- 1.7. Corrections in Certificates, Duplicate Certificates etc for the students shall be done by **ACEUP SHIKSHA KENDRA** on payment of applicable charges with taxes as may be applicable from time to time.
- 1.8. **EXAM CENTRE** agrees not to use the name of **ACEUP SHIKSHA KENDRA** without their approval in any documents, advertising materials etc.
- 2.1. The **EXAM CENTRE** has paid Rs. (Rupees) towards Registration Fee which is non refundable to **ACEUP SHIKSHA KENDRA** for authenticating to conduct the examinations for courses offered by **ACEUP SHIKSHA KENDRA** at
.....The **EXAM CENTRE** agrees to pay the renewal fee of as fixed by **ACEUP SHIKSHA KENDRA** every year. The renewal fee for 2018-19 is Rs. 2,500/- subject to revision if found necessary by management.

3. **DURATION AND TERMINATION**

3.1. This **AGREEMENT** is valid from the date of signing for a period of 3 years subject to payment of yearly renewal fee as fixed by **ACEUP SHIKSHA KENDRA** every year.

3.2. This agreement may be terminated only with mutual consent together by **ACEUP SHIKSHA KENDRA** and **EXAM CENTRE** and not individually, after settlement of amounts due mutually.

3. **ASSIGNABILITY**

EXAM CENTRE specifically acknowledge and agree that in the event of “**ACEUP SHIKSHA KENDRA**” assigning/ transferring a part or whole of his ownership of **AKSHAYAACE TRAINING AND TECHNICAL EDUCATION** to another entity or person, the provisions of this **AGREEMENT** and the right to enforce the same contained herein may be assigned by “**ACEUP SHIKSHA KENDRA**” to such company, business, partnership, individual or entity, and that **EXAM CENTRE** will continue to remain bound by the terms hereof subject to serving a one week prior notice of such assignment by “**ACEUP SHIKSHA KENDRA**”. **EXAM CENTRE** shall have the right to withdraw from this **AGREEMENT** within a period of one week of receipt of such notice, subject to settlement of the amounts due mutually till the date of intimation of withdrawal in accordance with the **AGREEMENT** and handover of relevant document and records.

4 **CONFIDENTIALITY**

The **EXAM CENTRE** shall ensure confidentiality of the mode of operation of **ACEUP SHIKSHA KENDRA** and the conduct of exams and shall not use the same or disclose the same to any other person without mutual consent.

5. **FORCE MAJEURE:**

Any delay or failure in the performance of the requirements under this **AGREEMENT** by either party hereunder shall be excused if and to the extent caused by the occurrence of a **Force Majeure**. For the purposes of this agreement, force majeure shall mean a cause or event that is not reasonably

foreseeable or otherwise caused by or under the control of the party claiming **Force Majeure** , including acts of god, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes and other like events that are beyond the reasonable anticipation and control of the party effected thereby, despite such party's reasonable efforts to prevent, avoid, delay or mitigate the effects of such acts events or occurrences and which events or effects thereof are not attributable to a parties failure to perform its obligations under this agreement.

6. **GOVERNING LAW AND DISPUTE RESOLUTION**

Any dispute relating to the terms of this **AGREEMENT**, which cannot be settled between the **PARTIES** themselves shall be settled by way of arbitration through an arbitrator to be appointed by the parties with mutual consent.

This agreement shall in all respects be governed by and construed in accordance with the Laws prevailing within the jurisdiction of Courts of Calicut

7. **NOTICES:**

Any notice or other communication given or required to be given pursuant to this **AGREEMENT** shall be in writing and shall be deemed to have been validly tendered if (i) delivered personally, or (ii) sent by registered mail, postage prepaid to the address of the Party specified below.

Any change of address shall be notified by each of the parties forthwith to the other parties, at the addresses as indicated below

Address for Service

AKSHAYAACE TRAINING AND TECHNICAL EDUCATION

Door No. 3/945 K, 2nd Floor, Thanveer Complex, Nr. English Church, Nadakkavu, Kozhikode, Kerala - 673011

.....(EXAM CENTRE)

.....(ADDRESS)

IN WITNESS WHEREOF the parties hereto have affixed their signature to this deed on the date above mentioned in the presence of the following witnesses:-

**For AKSHAYAACE TRAINING AND
TECHNICAL EDUCATION**

**VIJESH.T.R
Managing Partner**

.....(EXAM CENTRE)

Witness

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