

INSTITUTE AGREEMENT

This agreement is signed on this 23th day of May, the year 2017.

BETWEEN

Glister Eduversity (P) Ltd. a private limited company incorporated under the company's act 2013, and having its corporate office at B2 1001, TridevDham, Smaneghat, Varanasi – 221005 U.P. herein after referred to as the “**Institute**” which expression shall unless repugnant to the context or meaning thereof include its successors and assigns of ONE PART.

AND

_____ herein after referred to as the “**Institute**” which expression unless repugnant to the context or meaning thereof be deemed to include, legal representative, executors, administrators, successors and permitted assigns of the other PART, each a party and collectively referred to as parties.

Whereas Glister Eduversity has been formed with main objects of

1. Carrying out the activities of skill development for unemployed people and for the same the company may Tie-up with various central ministry, central government, and MSDE.
2. Company will make branch in all over India and carried out the training program to skilled the Indian youth and providing certificate to candidate.
3. Company will organize assessment tests and interview on larger scale and will dedicated to eradicate the problem of unemployment in India by 2030.
4. Company will establish the career guidance center and assessment center in all over India for engineering, management and medical students.
5. Company will promote the professional courses and for the same company will tie-up with colleges.
6. To plan and execute training of trainers and to promote academics of excellence.
7. To open Sector Specific subsidiary company for standardizing the affiliation and accreditation process.
8. To coordinate participation of social partners, employers in the private sector, training providers, professional societies and NGOs/civil society groups in the process of skill development for the Sector.
9. To identify the skill development needs of the Sector, review international trends in Sector skill development and identify Sector skill gaps and technology.
10. To do and undertake the task of educational and vocational skill upgrade for the Sector.

GLISTER EDUVERSITY PRIVATE LIMITED

B2 1001 TRIDEVDHAM SAMNEGHAAT VARANASI 221005 U.P. IN

Web: www.glistereduversity.org Mail: info@glistereduversity.org Phone: +91- 8808 22 6868

Both parties as above have expressed a desire of entering in to an Institute agreement to meet their respective objectives, which are set out here in below,

- a) **Glistar Eduversity** on its part has entered into the business of Skill Development , Educational Research and Competitive Exams , Students Educational Graph , motivational speeches and some other educational works and is interested in furthering this business through “Institute” (Conductor) operated Signature: **Glistar Eduversity** outlets on national basis maintaining a uniform standard facilities and services including uniformity in the charges levied from the customers for rendering the specified services.
- b) “**Institute**” on his part is interested in entering into the business of operating as a service provider through their Area marketing outlet and thus carrying out the business of providing services to the Students.
- c) **Glistar Eduversity** is desirous of appointing “Institute” to conduct, manage and operate the services through the **Director** as per the uniform norms set up by an educational sector in respect of nature of services and cost of services to the students.
- d) “**Institute**” is desirous of taking over the services offered by **Glistar Eduversity** for the purpose of its operations and management to carry out business on the terms and conductions contained herein.
- e) The purpose of this Agreement is to set forth the terms and conditions under which the parties to the Agreement shall conduct themselves during the substances of Agreement.

NOW, THEREFORE, the parties, in considerations of the convents, undertakings and commitments set forth therein here by mutually agree as follows,

Section 1: Definitions and Interpretations

For the purpose of this agreement, the following expressions shall bear the respective meaning set forth below,

Section 2: Grant of the Authorization

1. The “Institute” warrants and represents to Glistar Eduversity that it is a company / firm, validly existing and a good standing under the laws of republic of India and has all requisite power and authority to enter into this agreement with _____.
All the obligations of the “Institute” under this agreement are legal, valid and binding obligations enforceable in accordance with its terms. There are no proceedings pending against the Institute, which may have an advice effect on the ability of the Institute to perform and meet its obligations under this agreement.
2. There is no product and/or service and/or territorial exclusivity granted to the “Institute” as part of this Agreement by **Glistar Eduversity** may give such right or a similar right to persons other than “Institute” to makes associate anywhere including geographic area surrounding the premises.

Section 3: Services, Terms & conditions

1. **Glister Eduversity** would provide their entire range of services by own or through the service providers which includes online ads, offline ads, value added services and premium services to the “Institute”.
2. “Institute” will act as a single point for all the services provided by **Glister Eduversity** falling within the purview of this agreement.
3. All the services falling within the purview of this agreement will be made to “Institute” based upon standard conditions of sales as set by **Glister Eduversity** for all its “Institute” outlets from time to time.
4. “Institute” will keep providing the services within the purview of this agreement through their outlets exclusive with **Glister Eduversity** “Institute” will not enter into direct agreements with any other services providers, aggregators, distributors or any similar entity in India for this purpose, for the duration of this agreement.
5. The Intellectual Property rights including the concept of delivery of services will rest with **Glister Eduversity** or its service providers.
6. **Glister Eduversity** and “Institute” shall conduct their business at all times, in accordance with the applicable statutes, regulations, notification etc., Issued by the Government or any other statutory authority.
7. The Fees for the session 2018-2019 is mention below

Fees Type for All courses	Charges
Enrollment Fees	₹ 200
Examination Fees	₹ 100
Certificate Fees	₹ 100
Duplicate Certificate Fees	₹ 100

8. Courses: The all courses will be designed by Institutes and should not be other than Computer Education, Fashion Designing, Media, Management, Taxation and Accounting and quality.
9. All Enrollment and Examination will be processed through online system of Glister Eduversity.
10. The institute will be listed on the web portal of **Glister Eduversity** i.e. www.glistereduversity.org.

Section 4: Confidentiality

1. "Institute" shall keep all information of confidential nature received from the **Glistar Eduversity** in whatever form as strictly confidential and shall not disclose it to third Parties.
2. "Institute" agrees not to disclose revenue Information without **Glistar Eduversity** prior written consent.

Section 5: Limitation of liability

The Parties shall not be liable for any incidental, special, indirect or consequential damages arising out of or relating to this Agreement.

Section 6: Terms

This Agreement comes into force on the date of signing this Agreement and shall continue for three (3) year after this date. This agreement may be extended on the mutual agreement of both parties, unless earlier terminated in accordance with the agreement by paying renewal fee to **Glistar Eduversity** by "Institute".

Section 7: Termination

1. This agreement may be terminated by either party at any time, without assigning any reason by giving prior written notice of ninety (90) days.
2. **Glistar Eduversity** shall be entitled to terminate this agreement, with immediate effect upon happening of one or more of following:
 - Failure of the "Institute" to provide the services to the customers as per the expectations of **Glistar Eduversity**.

Section 8: Applicable Law

This agreement is governed by and constructed in accordance with the laws of india.

Section 9: Dispute Resolution and Jurisdiction

1. Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 2013.
2. The arbitral tribunal shall be composed of three arbitrators, one arbitrator appointed by **Glister Eduversity** a second arbitrator appointed by “Institute” and a third arbitrator to be appointed by such arbitrators.
3. The arbitral procedure shall be conducted in the English/Hindi language and any award or awards shall be rendered in English/Hindi. The procedural law of the arbitration shall be Indian law.
4. The award of the arbitral tribunal shall be final, conclusive and binding upon the Parties, and the provisions of the [Indian] Arbitration and Conciliation Act, 2013 shall apply.
5. The rights and obligations of the Parties under, or pursuant to, this Clause, including the arbitration agreement in this Clause, shall be governed by and be subject to Indian law, and the agreement shall be subject to the exclusive jurisdiction of the courts at Varanasi.

This Agreement has been executed on the date set forth herein in two (2) copies of which the Parties have taken one each.

Glister Eduversity	For Institute
Authorised Signatory	Authorised Signatory
Witness 1	Witness 2
Sign	Sign
Name :	Name :
Mobile No:	Mobile No:
Address :	Address :
Occupation :	Occupation :