

STUDENT AGREEMENT

This Student Agreement (hereinafter referred to as the "Agreement") is made at Indore, India on this _____ day of _____ 2024

BY AND BETWEEN

CCENTRIC LEARNING EDGE PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, having its Corporate Identification Number (CIN) U80904UP2018PTC104128, and its registered office at 172/B, Tower-A, 7th Floor, The Corenthum, Sector-62, Noida, Uttar Pradesh - 201039, India, represented herein by its Chairman and Managing Director, Mr. Sachin Sangal (hereinafter referred to as the "FIRST PARTY/COMPANY").

AND

[STUDENT NAME], son of [-----], residing at [-----], holding Aadhaar No. [-----] and Contact No. [-----], currently pursuing a degree in Electrical and Electronics Engineering from [COLLEGE NAME] (hereinafter referred to as the "SECOND PARTY").

AND

[PARENT'S NAME], son of [-----], residing at [-----], holding Aadhaar No. [-----] and Contact No. [-----] (hereinafter referred to as the "THIRD PARTY").

- I. **WHEREAS** the FIRST PARTY is engaged in the business of providing training to students with the objective of developing their skills and offering exposure, including hands-on training, in the field of Manufacturing and Engineering Industries. The training program is specifically designed to enhance the skillset and knowledge base of the students through practical working experience, thereby equipping them to pursue career opportunities globally;
- II. **WHEREAS** the FIRST PARTY is in collaboration with a Government of India undertaking, namely the Indo-German Tool Room, Indore, and both entities have entered into an agreement with the purpose of providing industrial training to students;
- III. **WHEREAS** the SECOND PARTY is a trainee seeking to gain technical knowledge and practical learning experience from the FIRST PARTY;
- IV. **WHEREAS** the THIRD PARTY is the parent/guardian of the SECOND PARTY and has agreed to be a party to this Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth against them:

- a. **Premises:** shall mean the physical location and accommodation area provided by the FIRST PARTY for the conduct of training sessions, including classrooms, laboratories, workshops, hostel rooms and any other facilities provided to the SECOND PARTY.
- b. **Hostel Room:** shall mean the accommodation provided by the FIRST PARTY to the SECOND PARTY, including a furnished room with necessary amenities and

shared facilities, designated for the residence of the SECOND PARTY during the term of the training program.

- c. **Rules and Regulations:** shall mean all applicable norms, codes of conduct, rules, regulations, terms, and conditions governing the behavior and activities of all parties within the Premises, as well as the terms and conditions outlined in this Agreement.
- d. **Trainers:** shall mean and include all teachers, coordinators, instructors, and any other personnel appointed by the FIRST PARTY to provide academic teaching, practical training, supervision, or guidance to the SECOND PARTY.
- e. **Services:** shall mean all activities related to academic instruction, practical training, mentorship, workshops, seminars, and any other educational or training-related activities provided by the FIRST PARTY to the SECOND PARTY.
- f. **Training Centre:** shall mean the designated location or facility where training sessions, educational activities, and other related services are conducted by the FIRST PARTY.
- g. **Agreement:** shall mean this Agreement, including all its terms, conditions, annexures, schedules, and any amendments or modifications made in writing and mutually agreed upon by the parties.
- h. **Program:** shall mean the specific course or training curriculum, including its duration, modules, and components, designed and conducted by the FIRST PARTY for the SECOND PARTY, with the objective of enhancing technical skills and knowledge.
- i. **Trainee:** shall mean the SECOND PARTY who is enrolled in the Program conducted by the FIRST PARTY, for the purpose of acquiring technical knowledge and practical experience.
- j. **Parent/Guardian:** shall mean the THIRD PARTY who is a parent or legal guardian of the SECOND PARTY and a signatory to this Agreement.
- k. **Confidential Information:** shall mean all information disclosed by one party to another under this Agreement, which is designated as confidential or which ought reasonably to be considered confidential, including but not limited to business plans, technical data, know-how, processes, and any other proprietary information.
- l. **Effective Date:** shall mean the date on which this Agreement is signed by all parties or such other date as may be specified herein.

2. SERVICES

- 2.1** The FIRST PARTY agrees to provide the SECOND PARTY with comprehensive training, including practical experience and exposure to the current industrial working culture within the Manufacturing and Engineering Industries. The primary aim of this training is to enhance the SECOND PARTY's skills, knowledge, and competencies, thereby enabling them to become globally competitive and open to new career opportunities.
- 2.2** The FIRST PARTY shall provide accommodation services to the SECOND PARTY for the duration of the training program. The accommodation shall be in the form of a Hostel Room, furnished and equipped with necessary amenities, and shall

be maintained in accordance with the Rules and Regulations set forth in this Agreement.

- 2.3** The FIRST PARTY shall also provide the SECOND PARTY with access to the Training Centre, including the use of all necessary tools, equipment, and resources required for the successful completion of the training program. This shall include, but not be limited to, access to laboratories, workshops, and other designated facilities.
- 2.4** The FIRST PARTY shall ensure that all Trainers assigned to the training program possess the requisite qualifications, experience, and expertise to deliver the Services effectively and provide guidance to the SECOND PARTY throughout the training period.
- 2.5** The FIRST PARTY shall provide additional support services, such as mentorship, counselling, and career guidance, to assist the SECOND PARTY in achieving their professional development goals.
- 2.6** The FIRST PARTY shall maintain a safe and conducive environment for learning and training, ensuring compliance with all applicable health and safety regulations.
- 2.7** The FIRST PARTY reserves the right to make modifications to the training program as deemed necessary to improve the quality of training, provided that any such changes shall be communicated to the SECOND PARTY in advance.

3. PLACE OF TRAINING

- 3.2** The training shall be conducted at the Indo-German Tool Room (IGTR) Training Center, located at Plot No. 291-B, 302-A, Sector-E, Industrial Area, Sanwer Road, Indore, Madhya Pradesh, 452015.
- 3.3** The Training Location shall serve as the primary venue for all training activities, including but not limited to classroom instruction, practical workshops, hands-on experience sessions, and any other activities necessary for the completion of the training program.
- 3.4** The SECOND PARTY is required to attend all training sessions at the Training Location as per the schedule provided by the FIRST PARTY. Any changes to the schedule or location shall be communicated by the FIRST PARTY in advance.
- 3.5** The FIRST PARTY reserves the right to utilize other locations within reasonable proximity to the Training Location for specific training modules, field visits, or practical exposure, as deemed necessary to fulfil the objectives of the training program.
- 3.6** The FIRST PARTY shall ensure that the Training Location complies with all applicable safety standards and regulations and is adequately equipped with the necessary facilities and resources to conduct the training program effectively.
- 3.7** In the event of any unforeseen circumstances or force majeure events that render the Training Location unsuitable or unavailable, the FIRST PARTY reserves the right to change the location of the training after providing reasonable Notification to the SECOND PARTY.

4 DURATION

- 4.1** The training shall be conducted for a period of nine (9) weeks, commencing on the _____ of _____, 2024 and concluding on the _____ of _____, 2025.
- 4.2** The training schedule, including the daily hours of instruction, practical sessions, and any additional activities, shall be provided by the FIRST PARTY at the start of the training period. The schedule is subject to modification by the FIRST PARTY.
- 4.3** In the event of any unforeseen circumstances, including but not limited to public holidays, natural disasters, or other force majeure events, the FIRST PARTY

reserves the right to extend or reschedule the duration of the training, as necessary, to ensure the full completion of the training objectives. Any such changes shall be communicated to the SECOND PARTY promptly.

- 4.4 The SECOND PARTY is expected to maintain full attendance and participate actively throughout the entire duration of the training program.
- 4.5 The FIRST PARTY shall not be responsible for any delays or extensions in the training period caused by the SECOND PARTY's non-compliance with the program requirements, lack of attendance, or any other reasons attributable to the SECOND PARTY.
- 4.6 The training program may include assessments, evaluations, and examinations that must be completed within the specified duration. The SECOND PARTY is required to fulfill all assessment criteria to successfully complete the program within the stipulated period.

5 TRAINING MODULE AND STRUCTURE:

- 5.1 The training program shall be conducted over a period of two months, encompassing a total of 400 hours. Within this timeframe, a minimum of 300 hours shall be dedicated to the development of technical skills directly related to the SECOND PARTY's field of study or profession, such as Manufacturing and Engineering practices, including practical hands-on experience, use of specialized tools and equipment, and understanding of industrial processes.
- 5.2 The remaining 100 hours shall be allocated to the cultivation and enhancement of soft skills essential for professional success, including but not limited to communication skills, teamwork, problem-solving, leadership, time management, and adaptability.
- 5.3 The training program shall be divided into modules, which shall include both theoretical and practical components to ensure a comprehensive understanding and application of the skills being taught. The specific details of these modules, including their objectives, duration, and content, are provided in the Brochure attached as **Annexure 1** to this Agreement, which forms an integral part of this Agreement.
- 5.4 The FIRST PARTY reserves the right to make reasonable adjustments to the training modules or structure as deemed necessary to improve the quality of the training or to accommodate the needs of the trainees. Any such modifications shall be communicated to the SECOND PARTY in a timely manner.
- 5.5 Each module shall be assessed through periodic evaluations, tests, or practical assessments to ensure the SECOND PARTY's understanding and competence in the respective subjects. The results of these assessments shall be used to provide feedback to the SECOND PARTY and identify areas for improvement.
- 5.6 The FIRST PARTY shall assign qualified Trainers for each module to ensure effective delivery of both technical and soft skills training. These Trainers shall be available for guidance, support, and clarification of any doubts or questions that the SECOND PARTY may have throughout the duration of the program.
- 5.7 The SECOND PARTY is required to actively participate in all training modules and complete all assignments, projects, and assessments within the stipulated timeframes to successfully fulfill the requirements of the training program.
- 5.8 In addition to classroom-based learning, the training program may include site visits, guest lectures, workshops, and interactive sessions to provide the SECOND PARTY with a broader perspective of industry practices and professional development.

6 QUALIFYING EXAMINATION:

- 6.1 Upon completion of the 400-hour training program, comprising both technical skills and soft skills sessions, the SECOND PARTY shall be required to participate in and successfully pass a qualifying examination in order to obtain certification

as a skilled professional. This examination shall be administered by CCENTRIC LEARNING EDGE PRIVATE LIMITED (hereinafter referred to as "the Company"), and participation is mandatory for certification. The certification obtained shall hold value and recognition within relevant industrial sectors.

- 6.2** The qualifying examination shall be designed to assess the SECOND PARTY's proficiency in both the technical skills and soft skills acquired during the training program. It shall consist of objective-based questions, practical assessments, and, where applicable, oral examinations or mock interviews to comprehensively evaluate the trainee's competence.
- 6.3** The examination shall be conducted at a designated centre chosen by the Company. The Company shall provide the SECOND PARTY with reasonable notice of the examination date, time, and location, along with any instructions or guidelines necessary for participation.
- 6.4** Successful completion of the qualifying examination is a mandatory prerequisite for eligibility to participate in the interview placement process, which shall be facilitated by CCENTRIC LEARNING EDGE PRIVATE LIMITED. The placement process may involve interviews, aptitude tests, or other selection methods as deemed appropriate by prospective employers.
- 6.5** In the event that the SECOND PARTY fails to successfully pass the qualifying examination, the trainee shall be deemed ineligible to participate in the interview placement process facilitated by the Company. The Company shall have no obligation to provide any further training, certification, or placement services to the SECOND PARTY.
- 6.6** All fees paid by the SECOND PARTY for registration, accommodation, or any other associated costs prior to the qualifying examination shall be non-refundable, regardless of the outcome of the examination. The FIRST PARTY shall not be liable for any losses or expenses incurred by the SECOND PARTY due to failure in the qualifying examination or inability to participate in the placement process.
- 6.7** The SECOND PARTY shall be permitted to retake the qualifying examination once, subject to the payment of an additional examination fee and compliance with any other conditions prescribed by the Company. The date and location of the re-examination shall be determined by the Company and communicated to the SECOND PARTY accordingly.
- 6.8** The Company shall ensure that the examination process is fair, transparent, and conducted in accordance with established guidelines and best practices. The results of the examination shall be communicated to the SECOND PARTY within a reasonable period, as determined by the Company.

7 FEE STRUCTURE

Sl. No	Particulars	Fee Payable (in INR) (Excluding GST)	Total (Fee Payable+ 18% GST) (In INR)
1.	At the time of Registration for Industrial Training	INR 30,000/-	INR 35,400/-
2.	2nd Month Accommodation charges, including meal/mess charges	INR 30,000/-	INR 35,400/-
3.	At the time of the Offer Letter	INR 20,000/-	INR 23,600/-
4.	At the time of First Salary	INR 20,000/-	INR 23,600/-
5.	Total		INR 1,18,000/-

8 PAYMENT TERMS

The THIRD PARTY agrees to pay the total industrial training fee, which shall cover the training, accommodation, and transportation services for the SECOND PARTY as outlined below:

- 8.1 At the time of registration, the THIRD PARTY shall be liable to pay a total fee of Rs.35,400/- (Rupees Thirty-Five Thousand Four Hundred only), which includes charges for training, accommodation, and transportation services for the first month of training.
- 8.2 On the 1st day of the 2nd month of training, a subsequent fee of Rs.35,400/- (Rupees Thirty-Five Thousand Four Hundred only) shall become due and payable by the THIRD PARTY to cover expenses for training, accommodation, and transportation services for the second month.
- 8.3 Upon receipt of an offer letter by the SECOND PARTY, another subsequent fee of Rs.23,600 (Rupees Twenty-Three Thousand Six Hundred only) shall become due and payable by the THIRD PARTY, representing the remaining training costs.
- 8.4 Upon receipt of the Offer Letter, the Third Party shall issue one (1) post-dated cheques, corresponding to the subsequent consecutive months, in favor of the First Party, for the payment of the agreed fees amounting to Rs.23,600 (Rupees Twenty-Three Thousand Six Hundred only).
- 8.5 There shall be no refund of any amounts paid under any circumstances, including but not limited to withdrawal, expulsion, or non-completion of the training program by the SECOND PARTY.

9 MODE OF PAYMENT:

All payments shall be made by the THIRD PARTY through a cheque or Demand Draft drawn in favor of "Ccentric Learning Edge Private Limited," as per the terms mentioned in Clause 8 of this Agreement. The payment must be made within the specified timeframes to ensure the SECOND PARTY's continued participation in the training program.

10 EFFECT OF NON-PAYMENT:

- 10.1 **Failure to Pay Fees at Registration:** If the THIRD PARTY fails to pay the required fees at the time of registration, the FIRST PARTY reserves the right to withhold or deny registration for the SECOND PARTY for the training program.
- 10.2 **Failure to Pay on the 1st Day of the 2nd Month:** If the THIRD PARTY fail to pay the due amount on the 1st day of the 2nd month of training, the FIRST PARTY will grant a grace period until the 5th day of the 2nd month. If payment is not received within this grace period, the THIRD PARTY must submit a written application to the FIRST PARTY, specifying the intended date of full payment, which must not exceed the 15th day of the 2nd month. This application must clearly state the due amount for the 2nd month and be signed by the THIRD PARTY. No partial payments will be accepted.
- 10.3 **Consequences of Failure to Pay:** If the THIRD PARTY fails to make the payment by the date specified in the application, the FIRST PARTY reserves the right to expel the SECOND PARTY from the training program, prohibiting further participation. In such cases, fees paid at the time of registration, and for any subsequent period, shall not be refunded. The FIRST PARTY shall not bear any responsibility for providing refunds.
- 10.4 **Failure to Pay Remaining Amount Upon Receipt of Offer Letter:** If the THIRD PARTY fails to pay the remaining amount due upon receipt of the offer letter, the FIRST PARTY retains the right to cancel the offer letter issued to the SECOND PARTY. All fees paid at the time of registration, for the 2nd month of training, and any other charges incurred shall not be refunded. The FIRST PARTY shall not be

liable for any reimbursement of fees or charges incurred by the SECOND PARTY or the THIRD PARTY.

- 10.5 It is pertinent to issue the signed cheque with a post date in favor of Ccentric Learning Edge Private Limited at the time of third instalment payment or else the Offer Letter will not be issued.

11 ADDITIONAL CHARGES AND PENALTIES

- 11.1 The THIRD PARTY shall be responsible for any bank charges, penalties, or costs associated with bounced cheques, late payments, or any other non-compliance with the payment terms outlined in this Agreement.
- 11.2 The FIRST PARTY reserves the right to charge an additional late fee of 2% per month on any overdue payments from the date the payment was due until the date payment is received in full.

12 ACKNOWLEDGMENT OF PAYMENT TERMS

The THIRD PARTY hereby acknowledges and agrees to adhere strictly to the payment terms set forth in this Agreement and understands that failure to comply with these terms may result in consequences as stated in Clause 10 and 11, including the denial of certification and exclusion from placement services.

13 PLACEMENT PACKAGE

- 13.1 Upon the successful completion of the two-month training period and the qualifying examination, the SECOND PARTY shall be required to participate in an interview process. This process may be conducted either at the premises of a Selected Company or through a Campus Selection Process arranged by Ccentric Learning Edge Private Limited (the "FIRST PARTY").
- 13.2 The SECOND PARTY shall be granted a maximum of two attempts to successfully complete the interview process facilitated by the FIRST PARTY. Failure to clear the interview within these two attempts shall result in the cessation of any further placement assistance from the FIRST PARTY.
- 13.3 Upon successful clearance of the interview, the SECOND PARTY shall be assigned an internship in a city or town within the territory of India, selected from a list of three preferred locations initially provided by the SECOND PARTY. This internship shall last for a duration of three weeks, during which the Selected Company shall provide food and accommodation to the SECOND PARTY. Upon satisfactory completion of the internship period, the Selected Company shall issue a formal offer letter to the SECOND PARTY.
- 13.4 The SECOND PARTY, upon receiving the placement, shall be entitled to a salary package ranging from INR 4.5 Lakhs to INR 7.5 Lakhs CTC per annum. The exact salary shall be determined based on the SECOND PARTY's performance in the qualifying examination, the interview, and overall performance during the training program.
- 13.5 It is a mandatory requirement that the SECOND PARTY shall commit to rendering their services to the designated company for a minimum period of three years from the date of placement. Any resignation or termination of services by the SECOND PARTY prior to the completion of this three-year period shall subject the SECOND PARTY to applicable penalties or recovery of costs as stipulated by the employment contract with the Selected Company.
- 13.6 In the event that the SECOND PARTY fails to pass either the qualifying examination or the interview process, the FIRST PARTY shall bear no responsibility or liability for the placement of the SECOND PARTY or for any resulting consequences or inactions. The FIRST PARTY's obligation in terms of placement services shall cease upon such failure.
- 13.7 The SECOND PARTY acknowledges that placement opportunities are subject to market conditions, availability, and the discretion of the participating companies.

The FIRST PARTY does not guarantee any specific job role, designation, or salary, other than the range specified herein.

- 13.8** The SECOND PARTY shall be required to sign any necessary employment agreements, confidentiality agreements, or other documentation as required by the Selected Company prior to or upon placement. Failure to comply with the Selected Company's terms and conditions may result in the revocation of the offer or termination of employment, for which the FIRST PARTY shall bear no liability.

14 ACCOMODATION

The FIRST PARTY shall provide accommodation for the duration of the two-month training period at the Premises specified in this Agreement. The accommodation shall include the following facilities:

14.1 PREMISES

- a. The Premises shall consist of single rooms allocated on a three-person sharing basis.
- b. Each room shall be furnished with 3 beds, 3 mattresses, 3 tables, 3 chairs, and 3 cupboards. Bed linens, pillow covers, and dohars shall not be provided by the FIRST PARTY.
- c. Attached to each room shall be a washroom containing essential fixtures, including a tap, toilet, and washbasin.
- d. Each room shall also be equipped with 1 roof fan and 1 air cooler.
- e. Common areas of the Premises shall be equipped with CCTV cameras, Wi-Fi, Reverse Osmosis (RO) water purifier, a water chiller, a lift, and dining area facilities.

14.2 FOOD

The FIRST PARTY shall provide vegetarian meals four times a day, consisting of Breakfast, Lunch, Evening Snacks, and Dinner.

14.3 LAUNDRY

- a. The FIRST PARTY shall facilitate laundry services twice a week, amounting to a total of eight sessions per month.
- b. The laundry service shall cover the washing of clothes, bed sheets, pillow covers, dohars, and towels.

14.4 TRANSPORTATION

The FIRST PARTY shall arrange bus transportation services for the SECOND PARTY, commuting between the accommodation Premises and the Indo-German Tool Room, Sanwer Road, Indore (M.P) Training Centre. The service will operate daily, with one trip in the morning and one return trip in the evening.

14.5 MEDICAL FACILITIES

Any medical facilities required by the SECOND PARTY shall be arranged by the SECOND PARTY at their own expense. The FIRST PARTY shall bear no responsibility for providing medical care or expenses related thereto.

14.6 ADHERENCE TO RULES AND REGULATIONS

The SECOND PARTY must adhere to all rules and regulations governing the accommodation Premises. Prohibited activities include, but are not limited to, the consumption of alcohol, use of tobacco, and any form of violent behavior. In case the SECOND PARTY get caught in any of the mentioned prohibited activities then the Second Party shall bear all the consequences of the same and the FIRST PARTY will not be liable in any manner.

14.7 LIABILITY FOR DAMAGES

The SECOND PARTY shall be held liable for any damages caused within the Premises, including but not limited to:

- a. Destruction or defacement of walls, ceilings, or floors.
- b. Damage to furniture such as chairs, tables, desks, and cupboards.
- c. Vandalism or damage to common areas.
- d. Breakage or malfunction of electronic appliances.
- e. Destruction or damage to doors, windows, or locks.
- f. Damage to plumbing fixtures.
- g. Fire damage resulting from negligence or misconduct.
- h. Destruction or burning of soft furnishings.
- i. Any other damages arising from the intentional or reckless behaviour of the SECOND PARTY.

14.8 MAINTENANCE AND CLEANLINESS

The SECOND PARTY shall maintain cleanliness and proper hygiene standards within their allocated rooms and shared areas. Failure to maintain cleanliness may result in fines or penalties as determined by the FIRST PARTY.

15 PROHIBITION OF ILLEGAL AND PROHIBITED ACTIVITIES

- 15.1** The SECOND PARTY shall not engage in any acts of violence, threats of violence, unlawful activities, or any conduct that jeopardizes the health, safety, or welfare of co-inhabitants or other residents within the accommodation Premises. This includes, but is not limited to, the unlawful discharge of firearms, acts of prostitution, intimidation, or any other actions constituting a breach of this Agreement.
- 15.2** The SECOND PARTY further undertakes not to bring or keep any items within the allocated rooms or Premises that may create a risk of fire, emergencies, or increase the intensity of fire hazards.
- 15.3** The SECOND PARTY is prohibited from keeping or bringing any materials, substances, or items that are banned or prohibited by law within the Premises.
- 15.4** Any breach of Clauses 15.1, 15.2 and 15.3 by the SECOND PARTY shall be considered a material breach of this Agreement. In the event of such a breach, the FIRST PARTY reserves the right to take appropriate actions, including but not limited to the immediate eviction of the SECOND PARTY from the Premises. The SECOND PARTY and/or the THIRD PARTY shall have no right to contest or object to such action taken by the FIRST PARTY.
- 15.5** It is hereby clarified that any such incidents involving the SECOND PARTY shall not affect the rights or residence of other parties staying within the Premises. The SECOND PARTY and/or the THIRD PARTY agree to bear all costs incurred by the FIRST PARTY due to such incidents, including but not limited to repair costs for any damage caused to the Premises, and any penalties or legal expenses. The FIRST PARTY shall bear no liability for any consequences arising from the SECOND PARTY's engagement in the aforementioned prohibited activities.
- 15.6** By including these provisions, the clause clarifies that any illegal or prohibited activities will have direct consequences for the SECOND PARTY, and the FIRST PARTY will not be held liable for any resulting damages or liabilities.

16 RESPONSIBILITY FOR DAMAGES AND CLEARANCE REQUIREMENTS

- 16.1 Damage Liability:** The Second Party shall be solely responsible for bearing the expenses or taking responsibility for any damage or destruction caused by them during their stay at the premises.

- 16.2 **Shared Accommodation Damage:** In cases where the damage occurs in a shared accommodation room occupied by three individuals, the cost of repairs or replacements shall be divided equally among all three inhabitants.
- 16.3 **NOC Requirement for Vacating Premises:** Upon vacating the premises, the Second Party must obtain a No Objection Certificate (NOC) from the appointed Admin. The Admin shall issue the NOC only after verifying and ensuring that all damages, if any, have been rectified or compensated for.
- 16.4 **Offer Letter Hold for Non-Compliance:** If the Second Party fails to obtain the NOC with the requisite signature and stamp from the Admin, their offer letter shall remain on hold until the necessary clearance is provided. The issuance of the NOC is mandatory to confirm the Second Party's compliance with all terms, including the resolution of any damages.

17 FORCE MAJEURE

- 17.1 FIRST PARTY shall not be held responsible or liable for any delay, failure to perform, or non-fulfilment of its obligations under this agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, epidemics, pandemics, governmental actions or regulations, labor strikes, civil unrest, war, terrorism, or any other unforeseen events or circumstances that render performance impossible or impracticable (hereinafter referred to as "Force Majeure Events").
- 17.2 In the event of a Force Majeure Event, FIRST PARTY shall be relieved from its obligations and commitments, including but not limited to the provision of training, placement assistance, or any other services promised to students under this agreement, for the duration of the Force Majeure Event and to the extent its performance is affected.
- 17.3 It is expressly agreed and understood that no refunds shall be provided to students in the event of a Force Majeure Event. The fees paid are non-refundable, and FIRST PARTY shall not be liable to compensate for any disruptions or inconveniences caused by such events.
- 17.4 FIRST PARTY shall endeavour to notify affected students as soon as reasonably practicable upon the occurrence of a Force Majeure Event. Furthermore, FIRST PARTY shall make reasonable efforts to mitigate the impact of such events and resume its obligations at the earliest possible time.
- 17.5 The agreement shall remain in effect, and FIRST PARTY reserves the right to adjust timelines, delivery methods, or other obligations as necessary to adapt to the conditions arising from the Force Majeure Event.

18 BREACH OF AGREEMENT

- 18.1 **Material Breach:** Any failure by the SECOND PARTY to comply with the provisions, rights, duties, obligations, covenants, or conditions of this Agreement shall constitute a material breach of this Agreement.
- 18.2 **Compensation for Breach:** In the event of a breach by the SECOND PARTY, the breaching party shall be required to compensate the non-breaching party by paying the entire remaining fee as stipulated in this Agreement. The remaining fee shall cover the losses suffered by the FIRST PARTY due to the breach.
- 18.3 **Immediate Termination:** In the event of a material breach by the SECOND PARTY, the FIRST PARTY reserves the right to terminate this Agreement immediately, without any further notice, and without liability for any losses or damages that may arise from such termination.
- 18.4 **Additional Remedies:** The FIRST PARTY shall be entitled to pursue any additional remedies available under law, including but not limited to, the recovery of damages, costs, and expenses (including legal fees) incurred as a result of the breach by the SECOND PARTY. This shall be in addition to any other rights or remedies that the FIRST PARTY may have under this Agreement or applicable law.

- 18.5 Notice of Breach:** Upon the occurrence of a breach by the SECOND PARTY, the FIRST PARTY shall provide written notice to the SECOND PARTY detailing the nature of the breach. The SECOND PARTY shall be given a period of 15 days from the date of such notice to remedy the breach, failing which the FIRST PARTY shall be entitled to exercise its rights under this Agreement.
- 18.6 Obligations of the THIRD PARTY:** In the event of a breach by the SECOND PARTY, the THIRD PARTY, being the parent or guardian of the SECOND PARTY, shall be obligated to fulfill all responsibilities as stated in this Agreement, including indemnifying the FIRST PARTY for any losses, damages, or expenses incurred due to the breach.
- 18.7 Waiver of Rights:** Failure by the FIRST PARTY to exercise any right or remedy upon the occurrence of a breach by the SECOND PARTY shall not constitute a waiver of any such right or remedy, nor shall it limit the FIRST PARTY's ability to exercise such rights or remedies in the future.

19 INDEMNITY

Both parties, i.e., the FIRST PARTY and the SECOND PARTY, agree to indemnify and hold each other harmless against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable legal fees and disbursements) arising from or in connection with the following:

- 19.1 Breach of Obligations:** Any breach, non-performance, or failure by the Indemnifying Party to comply with any of its undertakings, warranties, covenants, declarations, or obligations as set forth under this Agreement.
- 19.2 Negligence or Wilful Misconduct:** Any negligence, fraud, or wilful misconduct by the Indemnifying Party, or any person acting on behalf of the Indemnifying Party, resulting in non-payment, damages, or liabilities incurred by the Indemnified Party or any third party.
- 19.3 Violation of Laws:** Any violation or infringement of any applicable laws, regulations by the Indemnifying Party or any person acting on its behalf.
- 19.4 Notice of Claims:** The Indemnified Party shall promptly notify the Indemnifying Party in writing of any claim, demand, suit, or action that may give rise to an indemnification obligation under this clause. Failure to provide such notice shall not relieve the Indemnifying Party of its obligations under this Agreement except to the extent it is prejudiced by the delay.
- 19.5 Defense of Claims:** The Indemnifying Party shall, at its own expense, assume the defense of any claim, suit, or action for which it is obligated to indemnify the Indemnified Party under this Agreement. The Indemnified Party shall have the right to participate in the defense of any such claim at its own expense.
- 19.6 Settlement of Claims:** The Indemnifying Party shall not settle or compromise any claim, suit, or action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld. The Indemnified Party shall not be liable for any settlement made without its written consent.
- 19.7 Additional Liability:** The Indemnifying Party's obligations under this clause shall be in addition to any rights or remedies that the Indemnified Party may have under this Agreement or applicable law.
- 19.8 Third-Party Claims:** In the event that any third-party claim, demand, suit, or action is brought against the Indemnified Party due to the actions or omissions of the Indemnifying Party, the Indemnifying Party shall indemnify and hold the Indemnified Party harmless against all costs, damages, and losses incurred as a result.
- 19.9 Survival:** The indemnity obligations set forth in this clause shall survive the termination or expiration of this Agreement.

20 LIMITATION OF LIABILITY

Exclusion of Certain Damages: Except for liability arising from a party's gross negligence, wilful misconduct, indemnification obligations, or breach of confidentiality obligations, neither the FIRST PARTY nor the SECOND PARTY shall be liable to the other for any indirect, punitive, incidental, exemplary, special, or consequential damages. This includes, but is not limited to, damages for loss of profits, loss of goodwill, loss of business opportunity, or loss or inaccuracy of data, whether such damages are based on contract, tort, or any other legal theory, and even if the party has been advised of the possibility of such damages.

21 APPLICABLE LAW

21.1 This Agreement shall be governed by and construed in accordance with the provisions of the **Indian Contract Act, 1872**, and any other applicable laws in force in the territory of India.

22 DISPUTE RESOLUTION

In the event of any dispute, controversy, or claim arising out of or in connection with this agreement, including any question regarding its existence, validity, or termination, the parties shall endeavor to resolve the matter amicably through mutual discussions and mediation.

22.1 Mediation

- i. The parties agree to first attempt to resolve any dispute by good faith negotiations. If the dispute is not resolved within 30 days of such negotiations, either party may refer the matter to mediation.
- ii. The mediation shall be conducted by a mutually agreed-upon mediator within 45 days from the date of referral. If the parties are unable to agree upon a mediator within this period, the mediation shall be conducted by a mediator appointed by the Indian Mediation and Conciliation Service.
- iii. The place of mediation shall be Indore, Madhya Pradesh, and the language of the mediation shall be English.
- iv. The costs of mediation shall be borne by the Second and Third Party.
- v. If the mediation does not result in a resolution of the dispute within 60 days from the commencement of the mediation, or if either party refuses to participate in the mediation, the parties shall proceed to resolve the dispute by arbitration.

22.2 ARBITRATION

- i. In the event that the dispute is not resolved through mediation, the dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modifications thereof.
- ii. The arbitration shall be conducted by a panel of three arbitrators:
 - a. Each party shall appoint one arbitrator within 30 days of invoking arbitration.
 - b. The two arbitrators appointed by the parties shall appoint a third arbitrator, who shall act as the presiding arbitrator, within 30 days of their appointment.
 - c. The seat of arbitration shall be Indore, Madhya Pradesh, and the proceedings shall be conducted in the English language.

- iii. In the event that a party fails to appoint an arbitrator within the specified 30 days, or if the two appointed arbitrators fail to agree on the appointment of the third arbitrator within 30 days of their appointment, the appointment shall be made, upon request of either party, by the Chief Justice of the High Court or any person or institution designated by them.
- iv. The arbitral tribunal shall have the authority to determine the procedure of the arbitration, provided that both parties are treated with equality and given a fair opportunity to present their case.
- v. The costs of the arbitration proceedings, including the fees of the arbitrators, administrative expenses, and any associated costs, shall be borne equally by both parties unless otherwise decided by the arbitral tribunal in its final award.
- vi. The award rendered by the arbitral tribunal shall be final and binding on both parties, and either party shall have the right to seek enforcement of the award in any court of competent jurisdiction.
- vii. Both parties agree to continue fulfilling their respective obligations under this agreement during the arbitration proceedings, except for those obligations that are specifically under dispute, to ensure minimal disruption to ongoing activities.
- viii. The arbitral tribunal shall have the power to grant interim relief or measures deemed necessary to protect the interests of either party pending the final resolution of the dispute.
- ix. The parties shall maintain the confidentiality of all arbitration proceedings, including all documents, evidence, and any awards, except as may be necessary for the enforcement of the award or as required by law.

23 JURISDICTION:

This Agreement shall be governed by and construed in accordance with the laws of India. The parties hereby agree that any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in Indore, to the exclusion of all other courts.

24 ENTIRETY

Except for the amendments, supplements or changes in writing executed after the execution of this Agreement, this Agreement shall constitute the entire agreement reached by and among the Parties hereto with respect to the subject matter hereof, and shall supersede all prior oral and written consultations, representations and contracts reached with respect to the subject matter of this Agreement.

25 BINDING DOCUMENTS

This Agreement is binding between the Parties with respect to the subject matter hereof.

26 MISCELLANEOUS

- 26.1 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under Applicable Law, such provision shall stand severed from the Agreement, and the remainder of the Agreement shall continue to be in force.
- 26.2 This Agreement may only be amended mutually by the Parties, in writing. If a Party determines that the terms and conditions of this Agreement requires any variation that Party may submit a change request to the other Party. The Parties acknowledge that a variation to this Agreement may necessitate a change to the charges/ Price payable under this Agreement.

27 ACCLAMATION

The SECOND PARTY, as the Trainee, and the THIRD PARTY, being the guardian of the SECOND PARTY, hereby express their satisfaction with the Industrial Training Program and Placement opportunity for the Trainee in the Manufacturing Engineering Industries sector. Accordingly, the THIRD PARTY willingly enters into this Agreement as the Guarantor of the SECOND PARTY, having fully understood the aforementioned clauses as stated herein.

28 SIGNATURE

The several parts of this contract have been read to us and fully understood by us. IN WITNESS WHEREOF the parties hereto have set their respective hands the day and the year herein above written.

CENTRIC LEARNING EDGE PRIVATE LIMITED

(Represented by its CMD Sachin Sangal)

[FIRST PARTY]

Signature _____

Date _____

Mr/Miss _____

(Trainee)

[SECOND PARTY]

Signature _____

Date _____

Mr./Mrs _____

(Relationship with Trainee to be mention whether guardian, parents etc)

[THIRD PARTY]

Signature _____

Date _____

