

This Service Agreement (hereinafter referred to as "Agreement") made and entered into on 9th January 2025 by and between:

- (1) GirnarSoft Education Services Private Limited a company bearing CIN U80302RJ2015PTC047265 and having its registered office at 6th-7th Floor, SDC Building, Turning point 40-41, Moji Colony, Calgiri Marg, Malviya Nagar, Jaipur, Rajasthan, India hereinafter referred to as the CollegeDekho)

AND

- (2) GLA University, Mathura, which is a State Private University in UP, having its campus at 17 Km stone, NH-2 , Mathura Delhi Road, Mathura, Chaumuhan UP - 281406 (hereinafter referred to as "University").

COLLEGEDEKHO and University shall be individually referred to as "Party" and collectively as "Parties", as the context may require.

WHEREAS the University, is an academic institution duly recognized under [AICTE & UGC] and provides educational programme to students.

WHEREAS CollegeDekho is inter-alia engaged in the business of providing end-to-end admission solutions, including but not limited to providing curriculum complimentary training and certification courses.

WHEREAS the University and CollegeDekho wish to collaborate in running industry relevant new age degree programmes. CollegeDekho is willing to act as a consulting knowledge partner to create a state of art centre of excellence in future skills to provide industry relevant courses to students in the University.



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Corporate Office:

Capital city scape 6th Floor college dekho sec-66 gurgaon
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Girnarsoft Education Services Private Limited

Registered Office:

6th - 7th Floor SDC Building, Turning Point 40-41,
Moji Colony, Calgiri Marg, Malviya Nagar, Jaipur 302017 Rajasthan

CIN: U80302RJ2015PTC047265

1. DEFINITIONS

- a. **"Agreement"** shall mean this services agreement including the annexures, as amended, modified and/or supplemented from time to time;
- b. **"Applicable Laws"** shall mean all applicable (a) statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, circulars, directives and orders of any Governmental Authority, tribunal, board, court or recognized stock exchange; (b) approvals, authorizations, waivers or licenses from Governmental Authorities; and (c) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Governmental Authority as applicable on the University
- c. **"Effective Date"** shall mean the date on which the Agreement has been executed by the Parties, as set out herein;
- d. **"Term"** shall have the meaning ascribed to it in Clause 3 below.

2. PURPOSE

The purpose of this Agreement is to provide a framework of partnership and to facilitate collaboration between the Parties, exclusively for the programmes in Annexure 2.

3. RESPONSIBILITIES

3.1 RESPONSIBILITIES OF THE University & Collegedekho: Please refer to Annexure 1

4. CONFIDENTIALITY

- a) Parties shall not disclose each other's Confidential Information to any third party without the prior written consent of the disclosing Party. Parties shall not use each other's Confidential Information for any purposes other than for which such Confidential Information was disclosed.
- b) Confidential Information shall not be afforded the protection of this Agreement if such Information:
 1. has been, is now, or later becomes publicly available through no fault of the Party receiving such Confidential Information;
 2. has been, is now, or later becomes rightfully learned by the Party receiving such Confidential Information from a third party who is not under restriction or duty imposed by the Party disclosing such Confidential Information or applicable law;
 3. has been, is now, or later is furnished to third parties generally by the Party disclosing such Confidential Information, if such disclosure is, or has been, made to third parties generally without similar restriction, duty, or limitation of use;



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4. was known to the Party receiving such Confidential Information prior to the date it received such Confidential Information from the Party disclosing the Confidential Information; or,
5. has been, is now, or later is independently developed by the Party receiving such Confidential Information without use of or resort to such Confidential Information and can be so proven by written records.

5. INTELLECTUAL PROPERTY RIGHTS

Intellectual Property that belongs to CollegeDekho will continue to be in the sole ownership of CollegeDekho. No rights of any kind whatsoever in any invention, copyright, trade secret, or any other form of intellectual property (collectively defined as "IP") are granted or transferred under this Agreement. Any IP exchanged pursuant to this Agreement shall be governed by the terms of a separate written agreement between the parties.

6. NON-SOLICITATION

The University, shall not solicit, employ, or attempt to employ or offer any employment or other form of services directly or indirectly to any of the personnel of CollegeDekho who worked for the University under this Agreement. This clause shall survive up to maximum of 02 years from completion or earlier termination of this Agreement. Any acts or attempts of such solicitation during the term of this Agreement or thereafter shall be considered a material breach. This clause shall survive termination.

7. INDEMNITY

Each Party agrees to indemnify and hold the other Party, its officers, directors, employees, successors, and assigns harmless against all losses, damages, liabilities, costs or expenses of whatever form or nature, including, without limitation, attorney's fees and expenses and other direct costs of legal defense, that they, or any of them, may sustain or incur as a result of any acts or omissions of the former Party or any of its directors, officers, employees, or agents, including, but not limited to (1) breach of any of the provisions/obligations of this Agreement, (2) negligence, misconduct or other tortuous conduct, or (3) misrepresentations made herein.

8. LIMITATION OF LIABILITY

- a) The Parties will not be liable for injuries or damages to persons or property resulting from any cause whatsoever, with the exception of bodily injuries, death or tangible property damage caused by such Party's gross negligence or wilful misconduct.
- b) In no event shall the Parties be liable to each other for any damages resulting from loss of data, loss of use or loss of revenue and each Party further disclaim any and all liability for indirect, incidental, special, consequential, punitive or other similar damages, whether under contract or in tort, and even if the other party had been advised of the possibility of such damage or loss.



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9. JURISDICTION

In the event of any disputes between the parties only the courts in **New Delhi** shall have exclusive jurisdiction. But no court case shall be preferred by either party until arbitration has been resorted to and proved unfruitful.

The Parties shall mutually appoint one arbitrator. Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any rules made thereunder or statutory modification thereto or any other law prevailing at that time for the subject. Venue of the arbitration proceedings shall be at New Delhi only. Award passed by the arbitrator shall be final and binding on the parties. Arbitration proceedings shall be recorded in English language.

10. TERM AND TERMINATION

The term of this Agreement shall come into effect on the day of the signing and, unless terminated earlier in accordance with the terms of this MOU, shall continue in full force for a period of 5 (five) academic sessions or years, whichever is later (**'Term'**).

This Agreement thereafter may be extended for another period of such number of years as determined by CollegeDekho, subject to University's compliance with its obligations under this Agreement, to the satisfaction of CollegeDekho.

Either Party shall have the right to terminate the agreement (a) for convenience; or (b) in the event of violation of any of the conditions by the other party, by giving **three months'** prior written notice. In such an event, students already admitted in the course shall be enabled to complete their course of study and appear for the relevant examinations. The obligations of both the parties pertaining to the discharge of their responsibilities towards the completion of the course for students already enrolled and admitted will continue to be in force during such period irrespective of termination of the Agreement, unless an event arises whereby the discharge of such services becomes undeliverable due to the legal/financial position of any party.



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11. AMENDMENT

During the operation of the Agreement, circumstances may arise which may call for alteration in the Agreement, which shall be mutually discussed and agreed upon in writing and shall form the part of Annexures of this Agreement.

Having gone through each and every condition of the Agreement and having understood it clearly and perfectly both the parties affix their signatures below as attesting to this deed on

For GLA University

Name: - *Ashok Kumar Singh*

Designation: - *Registrar*

Signature: *[Signature]*

Place: -

Date: -

For GirnarSoft Education Services Pvt. Ltd

Name: - Rishi Kapoor

Designation: - Chief Revenue Officer

Signature: *[Signature]*

Place: -

Date: -



Witness 1:-

Signature:- _____

Name:- _____

Address: -

Witness 2:-

Signature:- _____

Name:- _____

Address:-

Annexure – I

1.1 Roles and Responsibilities

S.No	Task	Owner
1.	Marketing (Lead Generation for Enrolment)	University
2.	Counsellor Deployment	University
3.	Fee Collection from Student	University
4.	Student Admission	University
5.	Curriculum Design	University
6.	Training of Specialisation Courses & Trainer Acquisition	Collegedekho
7.	Certificate Provision	Collegedekho
8.	Industry Exposure	Collegedekho
9.	Internship	Collegedekho
10.	Placement Assistance	Collegedekho
11.	Classrooms with Projector & other equipment	University
12.	Issue of Degree	University

1.2 Industry Exposure

Item	Included	Details
Industry Visit	Yes	1 industry visit at the end of 1st Semester
Guest Lectures	Yes	1 guest lecture per Trimester
Projects	Yes	Will be included as part of the curriculum
Workshops	Yes	Will be included as part of the curriculum
Internship	Yes	60 days of internship at the end of 3 rd Trimester
Placement Preparation	Yes	30 hours of placement preparation at the end of 3 rd Trimester
Placement Drive	Yes	Minimum of 5 opportunities will be provided to students as per the industry standards



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Expenditure Head	To be borne by
Salary / Remuneration	COLLEGEDEKHO
Travel of Faculty / Guest Faculty	COLLEGEDEKHO
Temporary (1-week) accommodation for Faculty if informed well in advance	THE University
Local Conveyance for Guest Faculty / Corporate Coach	THE University
Accommodation and food for Guest Faculty / Corporate Coach (When informed 15 days in advance)	THE University

SPOC	Parties	Contact Details
Mr. Gaurav Sinha	Collegedekho – Manager Alliances & Partnerships	gaurav.sinha@collegedekho.com Mob No: +91-8765601501
Mr. Ajit Kumar Gautam	Collegedekho – Head Alliances & Partnerships	Ajit.kumar@collegedekho.com Mob No: +91-9891974920
Dr Himanshu Prajapati	GLA University	himanshu.prajapati@gla.ac.in Mob No: +91-8178046383

- The University reserves the right to ask COLLEGEDEKHO to replace any of its supporting staff during any time of this agreement, which COLLEGEDEKHO would be liable to do at its own cost and risk provided show cause for such replacement.
- COLLEGEDEKHO shall actively do press releases for the degree programme after approval from THE University.
- The program of study will be designed and complied as per norms and standards of UGC. Further COLLEGEDEKHO would ensure that the students are exposed to the latest technology, will invite top Faculty/industry expert for Guest Lectures, will use best efforts to arrange site visits and industry visits for the students. The profiles of the guest lectures would be approved by the University. For organizing these events, COLLEGEDEKHO would not be paid anything extra and the same would-be part of their scope of services.
- International Collaborations- COLLEGEDEKHO would help THE University, in having international collaboration with reputed Universities and industries. If COLLEGEDEKHO is having or will have any tie ups with any University or Industry working body, COLLEGEDEKHO will provide the same is arranged, incorporated in the programmes being offered at THE University. This means COLLEGEDEKHO will ensure to make THE University, part of any collaborations it is entering, if the University desires so. THE University, will be responsible for any procedures, norms, guidelines required to be met by the Foreign University. Any cost involved for such partnership will be borne by THE University, on preapproval.



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- e) **Futuristic** - Any modifications, innovations, improvisation, tests, etc in this programme which COLLEGEDEKHO devises in due course of time will automatically be covered at THE University, without any extra cost.
- f) Shall follow the course curriculum approved by the Board of Studies (BOS) of THE University.
- g) Will provide a member to attend BOS meetings. Remuneration if any for attending any meetings will be as per the norms of THE University.
- h) Project reports submitted by the students as partial fulfilment of master's degree shall be the proprietary of THE University. University agrees to allow COLLEGEDEKHO to use the student projects of the said degree programmes for academic and promotional purposes, appropriately cited to award credit to the student/s and THE University.
- i) All evaluations by COLLEGEDEKHO must be in the THE University and all records including Question Papers and Answer Booklets to be maintained by THE University.
- j) Assessments & continuous evaluation will be conducted by COLLEGEDEKHO faculty as per the existing policy of THE University or as per changed Guidelines of University from time to time.
- k) COLLEGEDEKHO will be responsible for managing backlog exams including classes (irrespective of student nos.) for subjects taught by COLLEGEDEKHO faculty as per University guidelines.
- l) Both COLLEGEDEKHO and THE University will provide support in projects, internships, and placements on best efforts basis.
- m) Both parties shall provide each eligible student with fair number of chances to appear for an interview in University for final internship / placement in companies of National/International good repute and ensure that the salaries provided by these companies is as per industry norms. The eligibility for placement will be as per THE University, and in coordination with University placement department.
- n) Shall assist THE University, in preparing content for publicity materials for the partnered programs and display in different media after ensuring that they are in conformity with the course. Such publicity should prominently display the COLLEGEDEKHO logo and such advertisement materials must be published only after joint approval of THE University, AND COLLEGEDEKHO
- o) It is mandatory for all faculty members of COLLEGEDEKHO to follow norms and disciplinary rules of THE University.
- p) COLLEGEDEKHO faculty shall be provided with THE University official email address and ERP access for maintaining attendance, assignments, marks etc.
- q) Shall be responsible for preparing all reading and training material for the subjects that COLLEGEDEKHO faculty will teach.
- r) COLLEGEDEKHO will recommend member of jury for the evaluation of the students. The jury members will be approved by THE University. Cost towards all Jury members will be covered by COLLEGEDEKHO.



Annexure-2

Programs to be offered:

S.No	DEGREE PROGRAMME SPECIALISATION NOMENCLATURE	Fees (INR/Year)
1	MBA in Logistics and Supply Chain Management (certified by Safexpress)	To be decided

- The above-mentioned program is certified by Safexpress which implies the following -
 - The curriculum is verified by Safexpress and students will be issued an industry certificate at the completion of the program
 - University and COLLEGEDEKHO are allowed to use Safexpress name and logo in all marketing and promotional materials
 - Safexpress will provide summer internship, industry visits and final placement opportunities to students. Please note that selection is subject to performance of the student in the interview process

Courses that will be delivered by CollegeDekho:

S.No	Course Code	Course Name	Credit	Trimester	Hours
1	MLSC0103	Workshop on Basics of Supply Chain Management	1	1	10
2	MLSC0105	Logistics Management	3	2	30
3	MLSC0108	Workshop on GST and Logistics Documentation	1	3	10
4	MLSC0107	Enterprise Resource Planning	3	3	30
5	MLSO0003	Supply Chain Performance- Metrics & Modeling	3	4	30
6	MLSC0111	Air Cargo and Shipping Logistic Modeling	3	4	30
7	MLSC0034	Warehouse Management	3	4	30
8	MLSO0005	Liner Shipping Business	3	4	30
9	MLSC0032	Analytics For Supply Chain	3	5	30
10	MLSC0110	Global Logistics and Commercial Geography	3	5	30
11	MLSC0112	Recent Trends in e-Commerce	1	5	10
12	MLSO0004	Global Trade Operations and Logistics	3	5	30
13	MLSO0002	Strategic & Operational Issues in SCM	3	6	30

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- The fees structure of these specialization program is Tentative and the same shall be finalized after Mutual discussion between the Stakeholders of University and the COLLEGEDEKHO at the start of every admission cycle.
- COLLEGEDEKHO will charge Rs. 16,500/- per semester per student.
- All applicable taxes are exclusive.
- COLLEGEDEKHO will raise the invoice on the date that the semester commences, both for odd and even semester for the period of the contract.
- This contract is also applicable for the previously enrolled students in the above-mentioned programs. These include the following batches:
 - o MBA, LSCM batch of 2023-25
 - o MBA, LSCM batch of 2024-26
- All invoices will be paid within 30 days of raising the invoice

