

Service Agreement

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made on this 15th day of November 2021 by and between The American India Foundation Trust, (hereinafter referred to as "AIFT"), a Non-Government Organization, registered under the Indian Trust Act, 1882, having its registered office at C 181, Sarvodaya Enclave, 2nd Floor, New Delhi 110017, of the first part,

and

Nagpur Shikshan Mandal's Shri Binzani City College, (hereinafter referred to as "Service provider") having its address at, Umred Rd, Sakkardara Rd, Raghujai Nagar, Nagpur, Maharashtra 440009, India of the second part, witnesses as follows:

Whereas

1. AIFT is engaged in catalyzing social and economic change in India and building a lasting bridge between the United States and India through high-impact interventions in education, livelihoods, public health, and leadership development. AIFT wishes to engage the services of the service provider for this purpose which will be monitored by The American India Foundation Trust (hereinafter referred to as AIFT), for purposes and deliverables during the period as stated herein below.
2. The Service provider has agreed to perform these services under terms and conditions as stated in the Annexure 1 detailing scope of work and deliverables attached herewith by reference and which forms an integral part of this contract.

NOW, THEREFORE, in consideration of mutual covenants contained herein, the parties herein above agree as follows:

1. Period of Agreement:

This Agreement will commence from the date above or the date on which the Service provider commenced operations relevant to the deliverables herein below in Section 3, whichever is earlier, and ending on or before 31st March 2022, or the completion of the requirements of this contract whichever is earlier and can be extended by mutual agreement in writing.

THE AMERICAN INDIA FOUNDATION TRUST

ADMINISTRATIVE OFFICE 1003-1005 DLF City Court, MG Road, Near Sikanderpur Metro Station, Ring Road, Gurgaon-122001
T: 91 0124 4551850 F: 91 124 4551888 www.aif.org info@aif.org

REGISTERED OFFICE 445, Fourth Floor, DLF Prime Towers, Okhla Phase -1, New Delhi 110026

2. Objective of the Agreement:

AIFT intends to engage the Service Provider towards Utilization of Infrastructure available with Service provider against batch wise enrolled candidates. Candidate may be final year college students or those who are graduate and did not get a job or as per eligibility criteria provided to service provider and age between 18-25 years.

3. Terms of Agreement

- This Agreement shall be binding upon and inure to the benefit of AIFT, its successors and assignees, but is personal to Service Provider and thereby not assignable by the Service Provider. This Agreement shall be construed, performed and enforced in accordance with the laws of India. This Agreement is written in the English language and the English language text of the Agreement shall prevail over any translation thereof. This Agreement may be amended, modified, or supplemented only in writing with specific reference to this Agreement and signed by both Parties.

4.2. Communication between AIFT and Service Provider:

Service provider agrees that:

- The firm must provide weekly updates on the number of students enrolled and tracked
- The firm must provide the list of students who paid and enrolled in the course and tracked on monthly basis.
- AIFT shall designate an officer of its choice, who shall be the key contact point.

4.3. Timeline:

The time period allowed to the service provider will end on 31st March, 2022 for the intended deliverables:

1. Making training infrastructure available for training of enrolled candidates.
2. Depositing Students registration fees in AIF Bank account withing stipulated time, asked by AIF

Particular	Time Period
Submission of Batchwise invoice to AIF for utilization of infra at institute (1000/- per candidate)	Within 7 days of Batch Start
Submission of final Batchwise list of students and deposit collected registration fees to AIF account (500/- per candidate) , Payment details to be shared with AIF Coordinators	By 15 th day of Batch Start

4.4 Contractual Penalties

Delivery/service periods and delivery/service dates are always binding and the Service partner must strictly comply with said periods and dates. If delays are anticipated or arise, the Service partner is required to notify AIFT immediately in writing.

If the Service partner fails to fulfill agreed delivery/service dates, the legal consequences shall in principle be determined by statutory provisions. In particular, in the event of a failure to perform, following the expiry of a reasonable period stipulated by AIFT for performance or subsequent performance without result, AIFT shall be entitled to rescind the contract or, in the event of default on the part of the contracting partner, to request damages in lieu of performance.

If the contractually agreed dates and/or periods are not met, the Service partner shall be required, waiving the defence of a continuing offence, to pay a contractual penalty for each day of default amounting to 1% of the last contract value of the individual contract but only up to a maximum of 50% of the net contract value of the respective individual contract.

In cases agreed interim dates and / or periods are not met, the amount of a contractual penalty will be charged on the overall value of contract. This shall not affect the right to claim for further damages, against which this contractual penalty shall be offset.

5. Costs:

- The total amount payable under this contract as agreed between both parties to the contract is INR 1,000/- per candidate for Infrastructure usage charges for training of enrolled candidates in CITI program. Invoice to be raised Batch wise only, batch can be defined as group of 30 enrollment for same course and willing to take course simultaneously

5.1. Payment terms:

Description	Time Period	Particular	Payment
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Invoice to raise within 7 days of Batch start	Within 7 days of batch start	Usage of Training Infrastructure	INR 1000/- per candidate (Invoice to be raised Batch wise only)
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- Service provider required to deposit batch wise registration fees collected from student to said AIF Bank account, and provide deposit details to AIF team
- Subject to Submission of Invoice (invoice should include GST and TDS)

6. Anti-Sexual Harassment Compliance:

6.1 The service provider is required to comply, in all its dealings and through any conduct involving AIFT and its staff as defined by law ('The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal Act 2013) with AIFT's extant policy on Sexual Harassment, at the workplace. AIFT is committed to providing a safe environment for all its employees free from discrimination on any ground and from harassment at work including sexual harassment. AIFT operates a zero tolerance policy for any form of sexual harassment in the workplace, treats all incidents seriously and promptly investigates all allegations of sexual harassment

As per AIFT's policy, any person found to have sexually harassed another will face disciplinary action, up to and including dismissal from AIFT employment. All complaints of sexual harassment will be taken seriously and treated with respect and in confidence. No one will be victimised for making such a complaint.

6.2 AIFT encourages service provider to enact and enforce an ASH policy, in keeping with the extant law as enacted ('The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal Act 2013) and valid under the Indian constitution.

7. Child Safeguarding:

Service Provider fall within the scope of AIFT's Child Safeguarding Policy. By signing the AIFT contract, Partner confirms its understanding and commitment to AIFT's Child Safeguarding Policy. Partner will take necessary steps to implement the policy, and take strict action against any staff violating the policy. Even if Partners have their own Child Protection / Safeguarding Policy and internal reporting process, they are obligated to report any incidents / suspicions to AIFT, and actions taken on the same.

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8 Termination:

Based on its own assessment, AIFT reserves the right to discontinue or terminate the contract at any point in time with 3 days' notice in the following situations:

- If the deliverables outlined in this agreement are not met
- If the agreed evidence of deliverables are not submitted on time, and in desired formats
- If any parts of the documentation or reports are found to be factually incorrect
- If there are instances of the service provider not adhering to the Terms and Conditions, annexed to this agreement resulting in breach of contract.
- In the event of the agreement being terminated prior to its due expiry, date in the manner enlisted in this Clause, the service provider shall be compensated on a pro rata basis for no more than the actual amount of work performed and for the work in progress and expense incurred till the date of such termination to the satisfaction of The American India Foundation Trust. Any excess payment resulting in the hands of the agency would be returned to The American India Foundation Trust.

9. Force Majeure:

If the performance of the Agreement by either party is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure, which shall mean war, civil commotion, fire, flood, action by any government or any event beyond the reasonable control of the party affected, then the party so affected shall promptly notify the other party in writing specifying the nature of the force majeure and of the anticipated delay in the performance of the Agreement. From the date of that notification, American India Foundation Trust may at its discretion, either terminate the Agreement forthwith or suspend the performance of the Agreement. The service provider shall submit all accounts which should state the amount claimed, taking into account all payments received and incurred or committed by the service provider.

10. Limited Liability:

Except in cases of criminal negligence or willful misconduct;

9.1 The Service Provider shall not be liable to the employer, whether in contract, tort, or otherwise, for any indirect or inconsequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service

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Provider to pay liquidated damages to AIFT and;

9.2 The aggregate liability of the Service Provider to AIFT whether under the Contract, in tort or otherwise, shall not exceed three times the total contract price, provided that this limitation shall not apply to any obligation of the Service Provider to indemnify AIFT with respect to copyright infringement.

11. Intellectual Property

During the Service Provider's engagement by AIFT, Service Provider shall provide services to AIFT on a first priority basis in accordance with the specifications and instructions of AIFT including those contained in the **Scope of Work**. The Service Provider represents and warrants that it shall not take any actions that would injure the business, interests, or reputation of AIFT or its affiliates or that would violate any applicable laws or regulations. AIFT represents and warrants that it would not stipulate any conditions, or ask the Service Provider to undertake any work that would injure the business, interests, or reputation of the Service Provider or its affiliates or that would violate any applicable laws or regulations

11.1 As between AIFT and the Service Provider, all information, ideas, concepts, designs, materials, improvements, discoveries, inventions, and intellectual property developed in whole or in part by the Service Provider under this Agreement (including all Deliverables) shall be the sole and exclusive property of AIFT. Service Provider shall sign such documents as requested by AIFT to effectuate the foregoing notwithstanding the conditions set-forth in clause 12.2

11.2 All Intellectual Property jointly made, developed, conceived, first reduced to practice, fixed in any tangible medium of expression or created by AIFT and the Service Provider, during the term of this Agreement ("Joint Intellectual Property"), will be the joint property of the parties insofar as and solely limited to the dissemination of such property under consideration.

12. Confidentiality:

The service provider shall keep with complete secrecy all confidential information entrusted to them and shall not use or attempt to use any such information in any manner, which may injure or

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cause loss, directly or indirectly, either in the present or in the future, to The American India Foundation Trust. This restriction shall continue to apply after the termination of the contract agreement without limit of time but shall cease to apply to information or knowledge, which may come into the public domain. The above confidentiality requirement includes those discoveries or inventions by the service provider while it is in contract with The American India Foundation Trust for this assignment and shall include all items falling under the broad category of intellectual property of The American India Foundation Trust. These shall be the absolute property of The American India Foundation Trust.

13. Disputes and Jurisdiction

13.1. Any dispute arising out of or connected to this Agreement or the breach, termination or validity hereof shall, as far as possible, be settled amicably through mediation.

13.2 Should the parties fail to settle the dispute through mediation within a period of 30 (Thirty) days of the submission of such dispute to mediation, or if the mediation is abandoned by the mediator or is otherwise concluded without the dispute being resolved, then all such disputes arising out of or connected to this Agreement or the breach, termination or validity hereof shall be referred to Arbitration as per the Arbitration & Conciliation Act, 1996.

The procedure for arbitration shall be as follows: -

- i. The arbitral tribunal shall be composed of sole Arbitrator, to be appointed mutually by the Parties, in accordance with the Arbitration and Conciliation Act, 1996.
- ii. The venue of arbitration shall be New Delhi.
- iii. The arbitration proceedings shall be conducted and the award shall be rendered in English language.
- iv. Each party shall bear its own arbitration costs and expenses and all other costs and expenses of the arbitration shall be divided equally between the parties.

13.3 Any notice given under this Agreement shall be in writing and delivered personally to the Party to whom notice is served, at its address or at such other address as the addressee shall have advised in writing to the other Party prior to the date of the notice. Notice shall be deemed as given as of the date on the delivery receipt if personally or by mail.

AIF

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INDIA
FOUNDATION

This Agreement shall be governed by, and construed in accordance with, the laws of India. The agreement shall be subject to the exclusive jurisdiction of the courts at New Delhi. The Address for notice by any party as well as the responsible authorities to whom such notices should be addressed are mentioned in later of this agreement.

For The American India Foundation Trust



Signature:
Name: Mathew Joseph
Country Director

Nagpur Shikshan Mandal's Shri Binzani City College

A handwritten signature in blue ink, appearing to read "Dr. Sujit G. Metre".

Signature:
Name: Dr. Sujit G Metre
I/C Principal

