



PARIJAT ACADEMY'S ELEARNING PVT LTD.

Add : Sector 25, Plot No.521, Near Kaachghar, Nigadi, Pune 411044
admin@paarijatacademy.co.in Mobile : 8767861577 / 9604555193

AGREEMENT

This AGREEMENT is made and executed at Pune on date 1st day of February 2021 between

PARIJAT ACADEMY'S E-LEARNING PRIVATE LTD., a company registered under the provisions of the Companies Act, having PAN No AALCP4541R and having its office at Sector 25, Plot No.521, Near Kaachghar, Nigadi, Pune 411044 through its, Managing Director - Mr. Vijay Kulkarni, Age: 40 years, A/at As above, hereinafter referred to as '**FIRST PARTY**' or '**PARIJAT ACADEMY**', which expression shall unless repugnant to its meaning and context thereof include its successors, heirs and assigns

..... **Party of the First Part**

&

....., Age:-.....years, Occ., having UIDAI No.....A/at As above, hereinafter referred to as '**SECOND PARTY**', which expression shall unless repugnant to its meaning and context thereof include its successors, heirs and assigns

..... **Party of the Second Part**

The term "**parties**" may be used in this Agreement whenever the parties are referred to as together in a plural sense, wherever the context so permits in this Agreement.

WHEREAS, Parijat Academy, i.e. First Party is a brand name in the field of education and teaching vedic maths wants to expand its spectrum to various

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educational streams, subjects is looking for competent, efficient teachers for its online portal;

AND WHEREAS Second Party is interested in teaching profession wants to render his/her services to Parijat Academy.

AND WHEREAS, after due deliberations, discussions and meetings, First party is ready and willing to opt the teaching services of Second Party and the Second Party is convinced about the working style, concept, aims and objectives of First Party is ready to enter into this contract on following terms and conditions.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. *Nature of the Agreement:* -

Parijat Academy i.e. First Party after creating its brand name in the field of teaching Vedic maths has decided to expand its teaching horizons to other subjects so as to provide comprehensive and unitary educational system. With its aim and objectives of expansion of services, First Party was looking for appropriate, qualified teachers who could satisfy the standards of excellence and sincerity to impart the education of respective subject to students of First Party. Second Party has understood the vision, mission and dream of First Party and has entered into this Agreement to provide teaching services to the students of First Party under the flag of Parijat Academy on the terms, scope and conditions of First Party.

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2. *Term of the Agreement:* -

This Agreement shall come into force on the date of its execution and shall remain in full force subject to clause 13.

3. *Principles of the Agreement:* -

Notwithstanding anything contained in this Agreement or anywhere else in the correspondence between the Parties, essence of the Agreement is performance of the teacher in providing quality education to the students of First Party. Since First Party has reposed faith, trust in Second Party and First Party's brand, goodwill is promoted by the hands of Second Party, any decision under this Agreement as regards teaching, system, consideration, termination etc. shall be exclusively determined by First Party, which shall be final and binding.

4. *Specifications of work:-*

- a) First party shall provide all the necessary teaching guidelines, teaching materials to the Second Party. The Second Party has to ensure that Second Party has received sufficient instructions from First Party before teaching. Any objection by the Second Party on the ground of lack of instructions, information or material will not be entertained after commencement of teaching by Second Party to the students of First Party.
- b) After receiving instructions from First Party, the Second Party has to apply his/her own skills, expertise to make the teaching interesting, informative and educative.
- c) Second Party is bound to provide the teaching to the students of Parijat Academy in student friendly and healthy atmosphere. Second Party is bound to satisfy all the queries and questions of students of First Party.

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- d) The Second Party is at liberty to take periodical exams of respective subjects on prior intimation and consent of First Party. The Second party is expected to give routine homework and subject-assessment modules/tasks to First Party students and to ensure periodic revisions of the allotted subjects.
- e) The Second Party is bound to complete the syllabus of respective subject within given time frame in systematic and consistent manner for overall understanding of the subjects and its niceties in efficient way.

5. Duties and Responsibilities of First Party:-

- a) The First Party to provide all the necessary study and syllabus material to Second Party.
- b) The First Party will conduct periodic training to Second Party for enhancement of skills or for subject elaboration depending upon the requirements the First Party deems fit.
- c) First Party will take review of the performance of the Second Party to sharpen the skills of Second Party towards efficiency and productivity.
- d) First Party will also take feedbacks from the parents of the students about the performance of the Second Party.

6. Duties and responsibilities of Second Party: -

- a) The Second Party has to maintain strict discipline and standards while imparting education to the First Party students.
- b) The Second Party needs to follow the class timings religiously.
- c) The Second Party is bound to keep himself/herself updated with the core knowledge of the subject of teaching along with updated information of the subject.

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- d) The Second Party is bound to use elearning app provided by First party for teaching and purchase XP Pen-tab and keep the required minimum 12 mbps speed of internet for effective, uninterrupted teaching. Complaints from students on connectivity from the side of teacher will not be entertained.
- e) Apart from teaching hours, if the students of First Party wants to communicate with Second Party on any queries or questions regarding subject, then the Second Party to make himself/herself available for solving such queries within the office hours.
- f) The Second Party will adhere to norms of formal dressings during teaching to inculcate sense of studious and sincere learning.
- g) Second Party is bound to sharpen his/her skills regularly for effective learning. Second Party is bound to do all the acts which are beneficial for the understanding of the subject to the students of First party.

7. **Consideration:** -

- a) The consideration shall be given by the First Party to the Second Party depending on the number of students and fee collected from students and on the basis of referral.
- b) First Party shall pay the consideration amount to the Second Party within the first ten days of English calendar month.
- c) To illustrate the distribution of fees amongst the Parties: -

Sr. No.	Description	Second Party	First Party
1.	If student is referred by First Party	70 %	30%
2.	If student is referred by Second Party	75 %	25%

- d) If Second Party brings in/generates any cross subject referral then the Second Party will get one-time 5% referral bonus on first admission of

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such referral.

- e) If First Party enters into tie up or collaboration with any school or educational institute then the Second Party will receive consideration on hourly basis (i.e. total hours of lectures conducted by Second Party) from First Party. In such situation, the Clause 7 (a) to (d) will not be applicable.

8. *No Partnership, Agency:-*

It is expressly agreed and understood between Parties that they shall work on Principal - to - Principal basis. The Parties are not in partnership with each other nor are they agents of each other. Parties shall not describe other party or itself or hold itself out as being agent/employee for each other.

9. *Alteration in the Agreement: -*

The alteration/modification/changes in the Agreement will only be effective when the same will be reduced in writing & signed by both the Parties.

10. *Governing Law and Exclusive Jurisdiction:-*

This Agreement shall be deemed to be made and entered into pursuant to the laws of India and for all purposes this Agreement shall be construed and interpreted in accordance with and be governed by the laws of India.

11. *Notice:-*

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Any notice or other communication to either Party hereto under this Agreement shall be in writing and shall be delivered in person or may be given by registered post or sent by email.

12.Termination: -

- a) First Party may terminate this Agreement by serving advance notice of 10 days to the Second Party.
- b) Lock in period:- The Second Party is bound to observe the lock in period of one year from the date of Agreement and the Second Party is not entitled to resign during the lock in period. If the Second Party resigns within lock in period then he/she is bound to compensate the First Party for the loss of the First Party which will be calculated on the unserved period, on the basis of average consideration received by the Second Party under the Agreement. The First Party in its discretion may waive of the requirement of lock in period of Second Party in appropriate cases.
- c) If the Second Party wants to terminate the Agreement then the Second Party is bound to give prior notice of 2 months to First Party.
- d) On termination or cessation of the work under the Agreement, the Second Party will not use the name or brand of First Party, which may be adverse or prejudicial to the interests of First Party.
- e) The accounts between the Parties will be settled and adjusted finally at the expiry of the respective English calendar month on termination.

13.Dispute resolution: -

- a) All disputes arising out of or in connection with the present Agreement shall be settled by way of Arbitration under the Arbitration and Conciliation Act, 1986.

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- b) First Party will select the Arbitrator who will act as a sole judge and the place of arbitration will be Pune, Maharashtra, India only. The Language of the Arbitration will be English.
- c) The expenses towards the Arbitration will be borne by both parties equally.

14.**FORCE MAJEURE** :-

Neither Party shall be held responsible for any delay or failure in performance under this Agreement arising out of causes beyond its control, or without its fault or negligence. Such causes may include, but are not limited to, fires, terrorist acts, strikes, embargoes, acts of God, acts of regulatory agencies or national disasters, pandemics etc.

15.**General Clauses**: -

- a) This Agreement is explicitly made subject to the applicable law or regulation. To the extent that there is a conflict between any such applicable law or regulation and this Agreement, the terms of such applicable law or regulation shall prevail.
- b) This Agreement constitutes the entire and only agreement between the Parties hereto concerning the subject matter hereof and all other negotiations, representations, agreements, and understandings are superseded by these presents. In case of any dispute about the agreed terms, these presents shall absolutely prevail over all other documents.
- c) **Severability**: In the event that any term condition or provision of this Agreement is held to be a violation of any applicable Law, statute or

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regulation the same shall be deemed to be deleted from this Agreement shall be of no force and effect and this Agreement shall remain in full force and effect as if such term, condition or provision had not originally been contained in this Agreement. Notwithstanding the above in the event of any such deletion, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

d) The headings to the sections of this Agreement are used for convenience only and shall have no substantive meaning.

IN WITNESS WHEREOF, Parties have agreed, accepted the present Agreement on the day and date mentioned here above

Sr. No.	Party	Seal of the Company	Photo	Signature
1.	PARIJAT ACADEMY'S E-LEARNING PRIVATE LTD THROUGH ITS MANAGING DIRECTOR MR. VIJAY KULKARNI			
2.	Second Party	Nil		

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3.	WITNESSES: (i) (ii)	Nil		
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