

INTERP

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university.relations@internshala.com

Scholiverse Educare Pvt. Ltd.

B-610, Unitech Business Zone,

Gurgaon, Haryana – 122018

CIN: U80901HR2011PTC064443

INTERNSHALA COLLEGE REGISTRATION AGREEMENT

This Agreement is executed on **17th March 2021** by and between:

Scholiverse Educare Private Limited, having its registered office at B-610, Unitech Business Zone, Nirvana Country, Sector-50, Haryana - 122018, acting through its authorized representative Mr. Samay Bhatnagar, Head, University Relations (hereinafter referred to as "**Internshala**");

AND

Nishitha Educational Academy (hereinafter referred to as the "**College**" which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives and permitted assigns) of the other Party; acting through its authorized representative **Dr. O.M.Shaik, Director, Nishitha Educational Academy**

Internshala and College may be referred to as 'Party' individually and as 'Parties' collectively, as the context may require.

Overview:

This agreement is regarding the college registration of 'Nishitha Educational Academy' with 'Internshala'.

- Create student accounts for all the students registered by the College.
- Provide weekly internship update to all the students registered by the College as per their filled in preferences
- Provide an online resume maker to all the students of the College registered with Internshala.
- Safeguard students' data as per Internshala privacy policy (<https://internshala.com/privacy>)
- Inform the college when students get selected for an internship.
- Provide College with Internshala logo and brand name to be used in College's communications (internal or external) and on its website to recognize Internshala as the internship and training partner and any other purpose limited to the scope of the agreement.

Responsibilities of College:

- Recognize Internshala as the internship and training partner in all internal and external communications including on its website and in admission/media brochures.
- Send a communication to all the students and faculties regarding the association and direct/encourage students to verify their accounts.
- Provide the information of all the interested students of the College as required by Internshala for their registration. The information should contain the first name, last name, mobile number and the email address of all the students of the College.
- Regularly post a list of students selected for internships through Internshala every month on the college's notice board.
- Authorize Internshala to recognize college, using College logo and/or brand name, as a registered user in its communications (internal or external) and on Internshala platform only for the purpose limited to the scope of the agreement.

Commercials:

This is a non-commercial agreement whereas neither party is required to make any payment to other party for carrying out the responsibilities listed in this agreement.

Term and Termination:

This agreement will be operational and valid from 17th March 2021 and the initial tenure of the agreement is 1 (one) year. Upon completion of the tenure, the agreement can be renewed for another 1 year and so on with mutual consent of both parties. Under normal circumstances, either party wanting to terminate the agreement can do so and it can be done on a mutually agreed upon date in a justified way with a notification given at least one month prior to termination date.

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Indemnity

The college understands and agrees that all the information provided on Internshala related to internships and trainings is provided on *as is* basis. It further agrees that while Internshala makes efforts to ensure the accuracy of the information supplied, it does not guarantee it and the college will choose to disseminate this information to its students solely at its discretion. The college agrees to defend, indemnify and hold harmless Internshala, its subsidiaries, affiliates, licensors, employees, agents, third party information providers and independent contractors against any loss, claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to its use of content of Internshala platform feed that it posts, stores or otherwise transmits on or through its platform(s) or to its students or to general public at large.

The college understands and agrees that as a platform, Internshala acts as a bridge between the organizations who wish to hire interns and the students who wish to apply for the internships. We make best efforts to bring the best internships on the platform, educate students about the same and ensure that they can apply to these internships in a seamless manner. However, the eventual hiring decision, rightfully, resides with the organization which is hiring interns and is dependent on several factors such as the skills of the applicant, quality of her applications, competition, requirements and assessment process of the organization, student's availability at the required location and for the desired period of the internship etc. Since these factors are beyond Internshala's control, Internshala does not and can not guarantee an internship to an applicant.

The college further agrees to indemnify and hold harmless Internshala, its subsidiaries, affiliates, licensors, employees, agents, third party information providers and independent contractors, if any, who controls any thereof, against any loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the College to comply with any covenant or agreement made by the College herein or in any other document furnished by the College to any of the foregoing in connection with this agreement.

Trademarks:

Except to the limited extent expressly provided in this Agreement, neither Party grants, nor the other Party will not acquire any right, title or interest (including, without limitation, any implied license) in or to any property of the first Party. All rights not expressly granted herein are deemed withheld. All use by a Party of the other trade names, trademarks, service marks, logos, etc., and any goodwill associated therewith, will inure to the benefit of the grantor.

Confidentiality:

Internshala and the College will not disclose the details of this agreement and any private information that they come across when this agreement is in effect to any third-party.

If either Party (the "Receiving Party") under this Agreement gains access to confidential information of the other Party (the "Disclosing Party") concerning the Disclosing Party's prices, business, plans, technology, products, and other non-public information of the Disclosing Party (collectively, "CI" or "Confidential Information"), then the terms of this section will apply. CI includes all information in tangible or intangible form that is marked or designated as confidential by the Disclosing Party or that, under the circumstances of its disclosure, should be considered confidential. The Disclosing Party owns all right, title and interest, including all patent, copyright, trademark, trade secret rights and any other intellectual property or proprietary rights in any jurisdiction, including any and all applications, renewals, extensions and restorations thereof, in the Disclosing Party's CI. Each Party agrees that it will not use in any way, for its own benefit or the benefit of any third party, except as expressly permitted by, or as required to implement, this Agreement, nor disclose to any third party (except as required by law or to such Party's attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing Party's CI. Each Party will take reasonable precautions to protect the confidentiality of the other Party's CI that are at least as stringent as it takes to protect its own CI.

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Force Majeure:

Except for any payment obligations, neither Party will be liable to the other for failure to fulfill obligations hereunder if such failure is due to causes beyond its control, including, without limitation, acts of God, earthquake, fire, flood, embargo, catastrophe, sabotage, utility or transmission failures, governmental prohibitions or regulations, national emergencies, insurrections, riots or wars, strikes, work stoppages or other labor difficulties ("Force Majeure Event"). The time for any performance required hereunder will be extended by the delay incurred as a result of such Force Majeure Event.

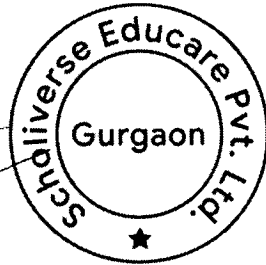
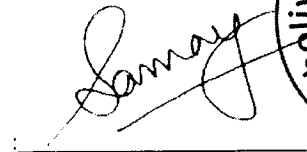
Disputes:

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives.

Signed and Delivered by The Signatory Representative of Parties to this agreement:

For and on behalf of

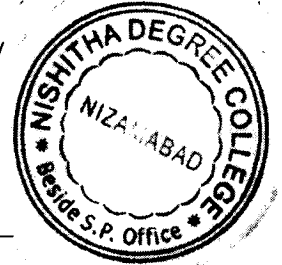
Internshala



(Samay Bhatnagar, Head - University Relations)

(Authorized Signatory)

Nishitha Educational Academy



(Dr. O.M. Shaik, Director)

(Authorized Signatory)