



తెలంగాణ తెలంగాణ TELANGANA

BM 078031

Tran Id: 250214103157328624
Date: 14 FEB 2025, 10:34 AM
Purchased By:
D. KOTYA
S/o D. LASKER
R/o LANGER HOUSE, HYDERABAD
For Whom
M/S. JB INSTITUTE OF ENGINEERING & TECHNOLOGY, R/O. YENKEPALLY, MOINABAD

KATARE SUDHA RANI
LICENSED STAMP VENDOR
Lic. No. 15-18-014/2017
Ren.No. 15-18-003/2023
7-3, Beside Andhra Bank,
Hydershakote Village, Gandipet
Mandal, Ranga Reddy District,
Telangana State
Ph 7675964647

AGREEMENT FOR SERVICES

THIS AGREEMENT is made on 01 March 2025 at 10 AM

BETWEEN

J.B. Institute of Engineering and Technology (JBIET) having its campus at Survey No. 156 to 162, Bhaskar Nagar, Moinabad Mandal, R.R. District, Hyderabad, Telangana, India- 500075 herein represented by the undersigned authorized representative (hereinafter referred to as the establishment, which expression shall unless repugnant to the subject or context thereof be deemed to mean and include its successors and permitted assigns) of the FIRST PART;

and

Asha Society, an NGO incorporated under Andhra Pradesh Societies Registration Act 2001, having its registered office at #23-525, Opp RTC Bus Stand, Palnad Road, Vinukonda, Guntur, Andhra Pradesh-522647 (hereinafter referred to as "Service Provider" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) OF THE OTHER PART;



P.C. Uthappa
PRINCIPAL
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Bhaskar Nagar, Yenkapally (V), Moinabad (M)
R. R. Dist., Hyderabad-500 075, TG

WHEREAS: (About the establishment)

1. JBIET is involved in providing quality professional education and meeting the rising expectations of young students in Telangana. JBIET has been striving to achieve the objective of pursuit of excellence in the fields of Engineering, Management and Information Technology.
2. The Service Provider is an NGO and a strategic knowledge partner built to address growing challenges in the education and training domain, whose key focus is to enable training and allied activities by providing training and allied services
3. The Service Provider is an authorized partner to implement skill development programs enabled by the Ministry of Skill Development which will allow the establishments to enable skill development initiatives for the students
4. The Establishment has approached the Service Provider to be an execution partner for PG Internships program.
5. The Service Provider has agreed to provide the Services to the establishment.

NOW THEREFORE, in consideration of the premises and for such valuable consideration, the receipt and sufficiency whereof are hereby acknowledged by the Parties, it is hereby agreed by the Parties as follows:

1. Appointment:

- a. The establishment agrees to engage Service Provider on an exclusive basis to provide the Services and Service Provider hereby accepts the appointment on the terms and conditions as set out in this Agreement. Services shall mean those services which are provided by the Service Provider as enumerated in Appendix A.
- b. The date on which this Agreement comes into effect and other relevant terms and conditions are set out in the Appendix A to this Agreement.
- c. In the event of conflict between the terms of this Agreement and the Appendices, the terms and conditions set out in the Appendices shall prevail over the terms and conditions set out in this Agreement.
- d. The Service Provider will be solely and completely responsible to ensure that it provides the Services in accordance with the terms of this Agreement and the Appendix A.

2. Service Provider's Obligations:

- a. Service Provider shall during the Term, provide Services as set out in Appendix A.
- b. Service Provider unconditionally undertakes and warrants that Service Provider has at its own cost, shall fully comply with all applicable central, state and local laws, regulations and local government orders pertaining to the performance of the Services, and that it has obtained all necessary consents and permits, licenses and approvals, relating to performance of Services and all its obligations in terms of this Agreement.
- c. Service Provider shall comply with other reasonable ancillary requirements, if any, communicated to it by the authorized representative of the establishment from time to time for performance and delivery of the Services.
- d. The Service Provider shall promptly address all complaints and observations made by the establishment in respect of the Services and ensure that the Services delivered by it adhere to the specifications as outlined in this Agreement.
- e. The Service Provider shall depute a number of personnel (virtually) as may be required for the rendering of the Services and will be suitably qualified and experienced.



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- f. Service Provider shall deploy its own employees for rendering Services. It is clarified that there shall not subsist any employer – employee relationship either between the establishment and the Service Provider or the workmen/ employees employed and deployed by the Service Provider. Service Provider shall be SOLELY responsible for appointment, payment of wages, compliance with all statutory formalities relating to the employees employed and deployed by it including supervision, manner and mode of working, the manner in which the work should be done, the control of the workman, the payment of salary and all types of disciplinary action.
- g. Service Provider shall perform all administrative duties relating to the fulfillment of the Services by its employees or personnel, including, but not limited to, maintaining personnel records, processing payroll and withholding applicable taxes.

3. Compensation:

- a. Both Parties understand and agree that there will be a revenue share/compensation of:
- 2000 per student per year (in INR) to the establishment to get access to the required infrastructure. This shall be released to the establishment post completing the training course.

All Services will be provided as defined further in the Scope of Work, and all compensation will be paid directly by the Service Provider to the establishment. The establishment agrees that this compensation will be adequate and full and final compensation for the provision of the Services under the terms of this Agreement.

- b. Parties shall bear such all taxes as such Party is legally required to bear, including but not limited to any personal income taxes applicable to such Party.

4. Confidentiality:

- a. Service Provider agrees and binds itself and its personnel deployed for the establishment, not to reproduce, copy, divulge, or disclose to any person, party or entity without the prior written approval of the establishment, any confidential information, whether marked so or not, which Service Provider and/ or its personnel may have acquired or which were received, gathered, were made known or disclosed to it by the establishment in the course of performance or by reason of or as a result of this Agreement. Service provider shall take precautions to prevent any such use or disclosure by any of its personnel. This obligation shall survive the termination or expiration of this Agreement.

5. Compliance:

Service Provider undertakes that:

- a. It shall, at all times, comply with the terms of Annexure A relating to Code of Conduct.
- b. It shall, at all times, during the provision of Services under this Agreement, not incorporate any material into the Work Products (as defined hereunder) which may be the intellectual property of a third party without express authorization from the third party along with knowledge of the establishment that this material is being incorporated. Any license agreement which would need to be incorporated for incorporation of this material would need to be executed by the Service Provider.



P. C. Udaya
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6. Intellectual and Physical Property:

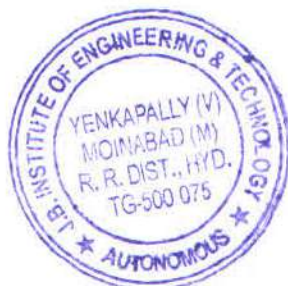
- a. Any materials, ideas, concepts or know-how (including all work notes) developed, provided or produced by the Service Provider, its employees or any subcontractors, in connection with the provision of Services ("Work Product") shall be the exclusive property of the Service Provider. Service Provider is free to use the Work Product in whatever way it requires, including but not restricted to providing same or similar services to other clients. At any point in time, during the subsistence of the Agreement or post the termination or expiry, whichever is earlier, the establishment will not have any claim over the Work Product whatsoever. The establishment recognizes the Service Provider to be the absolute and sole owner of the Work Product.

7. Indemnity:

- a. To the fullest extent permitted by applicable laws, both Parties agree to indemnify and undertake to keep indemnified and hold harmless each other, their respective directors, officers, employees, agents and representatives (the "Indemnified Parties") from and against any and all costs, expenses, charges, losses, claims, damages, liabilities, demands, actions, suits, proceedings or investigations, paid, suffered or incurred by or made or instituted by or against the indemnified parties, arising out of or resulting from (i) breach by either Party, its agents, employees, representatives or subcontractors, of any representation, warranty, undertaking or covenant provided by it in this Agreement; (ii) non-compliance by either Party or its agents, employees, representatives or subcontractors ;

8. Termination:

- a. *Termination for Convenience*: Both Parties may terminate this agreement or a portion of the Services at any time upon giving sixty(60) days written notice to the other Party.
- b. *Termination for Default*:
1. The establishment may, by written notice, immediately terminate this agreement in whole or in part if Service Provider: (i) fails, for reasons other than an excused delay, to perform the Services adequately and within the time specified; (ii) breaches any material term, representation, warranty, covenant or condition of this Agreement and fails to cure such breach within fourteen(14) working days after intimation from the establishment, (iii) becomes insolvent or makes any assignment for the benefit of its creditors, or has a petition for winding-up filed against it, and such petition is not dismissed within sixty (60) days of filing, or has a trustee, administrator or receiver appointed for looking after its business or assets.
 2. Service Provider may, by written notice, immediately terminate this agreement in whole or in part if the establishment: (i) breaches any material term, representation, warranty, covenant or condition of this Agreement and fails to cure such breach within fourteen (14) working days after intimation from Service Provider, (ii) becomes insolvent or makes any assignment for the benefit of its creditors, or has a petition for winding-up filed against it, and such petition is not dismissed within sixty (60) days of filing, or has a trustee, administrator or receiver appointed for looking after its business or assets.
- c. Effect of Termination: the establishment and Service Provider shall return and shall ensure that their respective personnel return all the Confidential Information within thirty (30) days of termination of the Agreement.



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9. General:

- a) The Agreement contains the entire agreement between the Parties with respect to its subject matter and may only be modified by a written document signed by duly authorized representatives of both Parties.
- b) If any provision of the Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, the Agreement will continue to be valid as to its other provisions.
- c) Neither the establishment nor Service Provider shall be liable for failure to perform the obligations described in the Agreement if such failure is due to fire, flood, strikes, work stoppages, accidents, wars, riots, insurrections, governmental actions, acts of God, or any other cause that is beyond the parties' control.
- d) Neither Party shall be liable for any special, incidental, indirect, speculative, consequential, punitive or exemplary damages, whether arising from or as a result of breach of this Agreement or otherwise arising from provision of any services under this Agreement.
- e) No failure, delay or omission on the part of any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver of it, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise of it or the exercise of any other right, power or privilege.
- f) Any notice hereunder may be given by either Party to the other Party by leaving the same at the registered/ principal office of the other Party or by sending the same by registered post A.D. to the other Party at its registered/ principal office.
- g) All previous agreements and all other understandings on the subject matter contained herein shall be treated as canceled and terminated and this Agreement shall be sole Agreement governing the subject matter hereunder.

10. Appendix A:

APPENDIX A

DESCRIPTION OF THE SERVICE PROVIDER	Asha Society is the society formed to dedicate itself for the Development of Human Accord Technically Resetting Integrals. It focuses on various aspects and strives for the overall development of the society integrating the resources accordingly.
DURATION OF THE AGREEMENT	3 Years
Commencement	01 March 2025
Expiration	29 February 2028

a) Role of the establishment:

- Share the list of eligible students' basis the criteria defined
- Enable infrastructure (classrooms and labs) as requested by the service provider



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- Agree to not hold the service provider responsible for the performance of the candidates in the assessment as performance in assessments is based on adhering to the training schedule and comprehension capabilities of the students
- Agree to not hold the service provider responsible for any delays arising from the invoices due from the Ministry
- Depute coordinators to monitor program execution and governance
- Coordinate with the students to ensure payments are completed as agreed

b) Role of the service provider:

- Depute faculty to enable Virtual Instructor Led training (vILT) as agreed with the establishment
- Share periodic attendance reports with the establishment
- Raise the requisite invoices in a timely manner (monthly/quarterly)
- Monitor and flag issues to the establishment related to day-to-day governance

IN WITNESS WHEREOF the Parties hereto put their signatures on the day, month and year as written above.

Signed, sealed and delivered

In the presence of:

For Asha Society

Mastan Vali Shaikh

Designation: President

Date: 01.03.2025

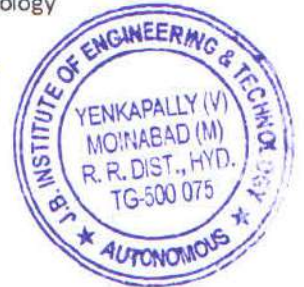
Witness 1:

P.C. Udaya
For J.B. Institute of Engineering and Technology

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Designation: Principal

Date: 01.03.2025



Witness 2: *Dr. Danda Udaya Shekhar*
(Dr. Danda Udaya Shekhar)