

AGREEMENT

This agreement is made and executed on this day of 2011 at Hyderabad by and between

VALMIKI CONSULTANTS PVT. LTD., a company, incorporated under the Companies Act, 1956 and having its Registered Office at #207, Jade Arcade, Opposite Hotel Paradise, Secunderabad – 500 003, represented by its Director, Surya Ganesh Valmiki, S/o Sri Venkata Ramanappa, Age: About 36 Years (Herein after called as First Part, which expression shall, unless repugnant to or inconsistent with the context, mean and include, its successors-in-interest and assignees, etc)

AND

Mr./Ms. _____, aged about _____ years,
S/o,D/o,W/o _____ R/o.....
..... (hereinafter called as Second Part, which expression shall, unless repugnant to or inconsistent with the context, mean and include his/her heirs, executors, administrators, legal representatives and assignees, etc)

WHEREAS First Part is engaged in the business of Overseas Education Consultancy that is operated in accordance with a distinctive system and plans. First Part is an authorized agent of various universities abroad.

WHEREAS First Part has developed a business of Overseas Education Consultancy by utilizing and compromising the technical knowledge, trade secrets, confidential information, techniques, identifying schemes

and materials, standard operational procedures, and proprietary information related to the operation of Overseas Education consultancy, including but not limited to trademarks, service marks, trade names, training methods, advertising, promotion, publicity, marketing according to the standard operations manual of First Part and has expanded substantial time, effort and money in the development and implementation of the VALMIKI System.

Whereas the Second Part also into similar business, but the Second Part does not have agency with the Universities in the abroad that are having agency by the First Part as such the Second Part has come forward to develop their business with those Universities through First Part.

Whereas the Second Part after collecting the relevant documents and having filled up the applications by the students shall be forwarded to the First Part in a sealed cover and shall also intimate to the First Part through email to enable the First Part to have record for distinguish the students of First Part and Second Part and also other business transactions.

NOW THIS AGREEMENT IS WITNESSETH AS FOLLOWS:

1. This agreement between the parties is valid for a period of ____ years commencing from October, 2011 to _____.
2. The Second Part shall not make use of the Trademarks, Trade name, Trade dress, patents, copyrights, other logos, designs, monograms and all other intellectual property rights own and used by the First Part.
3. The First Part shall not have any liability in respect of the documentation and applications forwarded by the Second Part as the First Part is not going to verify the genuinity of the documents and it is whole responsible and liability of the Second Part.
4. The Second Part shall see that the application should be filled up by the student alone. If any information furnished in the application or any documents produced by the students proved to be false, the responsibility or liability of first part is absolutely nil/zero since everything will take place before the second part and the first part is only a forwarding authority.
5. The Second Part must send all the applicant details, documents, affidavits and also such proof of academics, financials, professionals, family and statutory evidence with proper attestations and the same shall be handover to the First Part in sealed covers. The number of sets will be intimated as per the requirement of the Universities.
6. The Second Part shall counsel their students about all the courses, rules and regulations, admissions criteria, financial requirements, climatic conditions, culture, cost of the country chosen by the student for education.

7. The second part shall not offer any guarantee or admission or guarantee of visa to any student. If any student claims that the guarantee is given, then the party to the first is not liable and the second part alone is liable to fight with such students.

8. The second part shall make sure that the students shall be informed under any circumstances the refund of process being collected by the second part as part of the fee being paid to the first part in processing the application as the first part is the agent of respective universities/collages.

9. The second part shall not charge the fee from the student exorbitantly and bound by the fee structure prescribed by the first part. If there is any dispute in respect of the same there is no liability of first part and the second part alone is responsible to deal with the student.

10. The second part shall preserve the goodwill and reputation of the first part and operate in strict compliance of laws which are required under law. The second part shall not allow any illegal activities such as fake documents etc.

11. After receipt of the commission by the first part from the concerned university within ten days thereafter shall make the payment to the second part as agreed mutually.

12. The first part has every right to terminate this contract with the second part without assailing any reasons and the second part shall not have any say on that score.

13. The second part shall not pledge the credit of first part nor represent itself as an agent, partner, employee or representative of first part. The second part doing its individual business for which the first part developing their business by charging some amount. However, the said business of second part shall be in accordance with the norms prescribed by the first part. If, violation of any of the norms by the second part the same will not bind on the first part.

This agreement witnesses on the day, month and year mentioned above in the presence of the following witnesses.

WITNESSES

1) **FIRST PARTY**

2) **SECOND PART**