

## INTERNSHALA COLLEGE REGISTRATION AGREEMENT

This Agreement is executed on 27-09-2021 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

**Government College, Khertha** (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 Prof. Yaser Qureshi, Principal.

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 'Government College, Khertha' with 'Internshala'.

### Responsibilities of 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 27-09-2021 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.



### **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.

**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)

Government College, Khertha



(Prof. Yaser Qureshi, Principal)

(Authorized Signatory)

**Principal,  
Govt. College, Khertha  
Distt. Balod (C.G.)**





# **Memorandum of Understanding**

Between

[GOVT.COLLEGE KHERTHA DISTT. BALOD]

And

LSS MUSHROOM & SPAWN PRODUCTION CENTER, SAMBALPUR This agreement is made this 8th day/month of October of Year 2021 between Govt. College Khertha Distt. Balod (CG), a Govt institution of higher education which is a govt. college located at village Khertha, block Dondilohara (hereinafter Govt. College Khertha) and [LSS MUSHROOM & SPAWN PRODUCTION CENTER, SAMBALPUR] located at [SAMBALPUR, DISTT. BALOD].

In the spirit of friendship and with mutual interest in cooperation, Govt. College Khertha and [LSS MUSHROOM & SPAWN PRODUCTION CENTER, SAMBALPUR] enter into this Memorandum of Understanding (MoU) to promote joint educational, research and placement collaboration and agree as follows:

## **ARTICLE 1: SCOPE OF COLLABORATION**

1.1 Areas of collaboration may be proposed by either institution and may include, but are not limited to:

[SELECT THOSE PERTINENT TO YOUR PARTNERSHIP. POSSIBILITIES INCLUDE, BUT ARE NOT LIMITED TO, THOSE LISTED BELOW]

- Joint teaching, research, or educational activity;
- Mobility of faculty, scholars, and students between institutions;
- Placement of students;
- Sharing or creation of educational materials and resources:

1.2 Any specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each institution's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals.

1.3 All activities shall be subject to the availability of funds and the approval of each institution's authorized representatives.

## **ARTICLE 2: DURATION AND EVALUATION**

2.1 This MOU shall be in effect for a period of [3] years from the last date of signature. Either party may request termination of this agreement, in writing, ninety (90) days prior to the proposed termination date. Any

activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing.

2.2 A joint evaluation of the MOU will be initiated by the designated representatives six (6) months prior to the expiration date. Following the evaluation, the MOU may be renewed and resigned for an additional five (5) year period.

2.3 Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories.

### **ARTICLE 3: NON-DISCRIMINATION**

The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

### **ARTICLE 4: COMPLIANCE WITH LAW**

The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate Central, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

### **ARTICLE 5: FORCE MAJEURE**

In the event students are unable to complete different activities governed by this MOU, due to causes beyond the control of Govt. College Khertha, including, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond Govt. College Khertha's reasonable control, Govt. College Khertha will assist the affected students in finding an alternate way to complete the activity.

### **ARTICLE 6: USE OF NAME**

None of the parties shall use the name, logo, likeness, trademarks, image or other intellectual property of either of the other parties for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other party as to each such use. Home Institution may refer to the affiliation with Govt. College Khertha in public information materials regarding the relevant Program. Govt. College Khertha reserves the right to review and

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request modification of Home Institution's reference to Govt. College Khertha as necessary. Home Institution may refer to the affiliation with Govt. College Khertha in its brochures and other public information materials having to do with the Program.

**ARTICLE 7: INDEPENDENT CONTRACTORS**

Each party is separate and independent and this Agreement shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party.

**ARTICLE 8: SEVERABILITY**

The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

**ARTICLE 9: WAIVER**

The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or another term of this Agreement.

**ARTICLE 10: ASSIGNMENT**

No party may assign this Agreement or any rights or obligations under this Agreement to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void.

**ARTICLE 11: GOVERNING LAW**

This Agreement shall be construed and enforced solely pursuant to the laws of the land, without giving effect to the principles of conflicts of laws thereof and the parties agree that this Agreement shall be subject to the sole and exclusive jurisdiction of the state and subject to the jurisdiction of Balod District ). The Parties agree that the foregoing governing law, jurisdiction and forum selections have been concluded as a result of arms-length negotiations and are not overly onerous or burdensome to either Party. Notwithstanding the foregoing, any court with competent jurisdiction may enforce the judgment and ruling of the courts.

**ARTICLE 12: ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and



nature between them, whether written or oral, with respect to such subject matter. This Agreement may subsequently be modified only by a written document executed by both parties.

### **ARTICLE 13: NOTICES**

Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement or any related agreements shall be in writing and shall be delivered by hand or sent prepaid telex, cable or facsimile transmission, or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand, telexed, cabled or transmitted, or if mailed, five (5) days after the notice is delivered to the courier service, addressed to the addresses set forth herein, or to such other address as may later be specified in writing by either party.

For [LSS MUSHROOM & SPAWN PRODUCTION CENTER, SAMBALPUR]

*(S) Chandanmalaya*

Authorized Signatory (Name and Designation with Seal)

DATE: 08/10/21

For Govt. College Khertha

*Devesh*  
**Principal,**

**Govt. College, Khertha**  
**Distt. Balod (C.G.)**

Authorized Signatory (Name and Designation with Seal)

DATE: 08/10/2021