

This Memorandum of Understanding (MoU) is made on the 5th Day of July, between **INGELT STUDY ABROAD** having its office at 2E/25, Jhandewalan Extension, Karol Bagh, New Delhi, Delhi 110055, hereinafter referred to as the "Company" (which expression shall be deemed to mean and include its successors and assigns), and **KIET GROUP OF INSTITUTIONS** having its office at Delhi NCR, Meerut Road, Ghaziabad 201206, hereinafter referred to as the "College" (which expression shall be deemed to mean and include wherever the context or meaning so admits his, her/ their heirs, executors and administration). The purpose of this MoU is to establish a mutually beneficial partnership between the College and the Company to support students' aspirations for higher education abroad.

**Whereas**

- 1) As part of its business activity Company offers IELTS coaching, counseling, course & university shortlisting, college admission, visa filing, abroad accommodation and education loan for overseas education in a wide variety of Universities and Colleges.
- 2) The college want to offer counseling services with the intent to recruit students for enrollment through the Company to Universities and Colleges in the United States, U.K., Australia, Canada, New Zealand, Singapore, Ireland, UAE, Malaysia, Spain, Italy, France, Japan, Morocco, Switzerland, Hungary, Germany, Malta, Poland, Finland, Sweden, Netherlands, Georgia, Austria, Cyprus, Croatia, Latvia, Greece, Czech Republic, Belgium, Portugal, Andorra, Columbia, Mauritius, Romania, Denmark, Finland, Lithuania, Russia, Monaco, Dubai, Vietnam, China, South Korea to which the Company has agreed on the terms and conditions hereinafter appearing:-

**Now This Agreement Witnesseth As Follows:-**

**1. Appointment**

The Company does hereby appoints the College as it's Recruitment Partner to recruit students who are suitably qualified for admissions to Universities and Colleges in the United States, U.K., Ireland, Australia, Germany, Canada and other destinations as per the list to be submitted by the Company to the Recruitment Partner from time to time.

**2. Literature**

The Company shall provide to the Recruitment Partner from time to time, partner dashboard, requisite brochures, applications forms and other inputs, including the commission payable to the Recruitment Partner for different universities and different courses, as the Company may deem fit or require to enable the Recruitment Partner to offer counseling services to students seeking overseas admissions as aforementioned.

**3. Period**

The appointment of the College as the Recruitment Partner of the Company for the recruitment of students who are suitably qualified for admissions to the Universities and Colleges in the United States, U.K., New Zealand, Australia, Switzerland, Canada and other destinations shall be for an initial period of One year commencing from the date of the execution of this Agreement.

**4. Method of Performance**

The College shall help the company in executing marketing strategies among the college students so that the company can spread awareness regarding studying abroad. The students can enquire directly or through the college for the counseling, after the proper country specific counseling the further admission, loan, visa and other processes will start.

To maintain a proper transparency about the total recruited students and to check their individual



status, the company will provide a RP portal to the college.

#### 5. Recruitment Partner's Remuneration

The remuneration will be 2% of the tuition fee of the student (may rise based on mutual consent). It shall be payable to the Recruitment Partner 90 to 180 days after the student recruited by the Recruitment Partner shall have enrolled for the course selected in the University concerned and shall have paid the fees payable in that behalf for the entire academic year. If for any reason the student does not pay the fees for the full academic year and/or abandons the programme for which admission has been procured, no remuneration shall be payable.

#### 6. Covenants

1. The company will offer its services and host events in the college under its own brand name in the association of the college.
2. The College shall observe, fulfill and comply with all the applicable rules and regulations and laws applicable to the said business framed or to be framed by the Central Government, State Government and /or local authorities from time to time.
3. The College shall work diligently and energetically and in the business-like manner as a man of ordinary prudence would do for the promotion, popularization and sale of the said product and services.
4. The College shall be responsible for the acts of the commission and omission and the conduct of the staff members appointed by the College and will be liable and responsible for any loss and/or damage caused on account of the misconduct, negligence, default and/or mistakes on the part of the staff member.
5. The College shall at all times during the continuation of this agreement obey and observe all reasonable directions and instructions which may be given to them by the Company.
6. In the event of the College committing breach of any of the terms and condition herein contained, the Company shall be entitled to terminate this Agreement forthwith and the decision of the Company in regard to the fact that the College have committed breach of any of the terms and conditions of this agreement shall be final and binding on the College.

#### 7. Breach

In the event of the College committing any breach of any of the covenants on its part to be observed and performed the Company reserves the right to serve notice upon the College calling upon him to rectify the same within a period of 15 days from the date thereof. Upon failure to do so the company shall be entitled to terminate the said Agreement and thereupon this Agreement shall cease to operate.



**8. Arbitration**

In the event of any dispute or difference arising relating to the interpretation of any of the clauses of this agreement or arising out of any act, deed, manager or thing performed or omitted to be performed by either party under this agreement, the same shall be resolved through arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification that shall be in force at the relevant time.

**9. Jurisdiction**

Courts in Uttar Pradesh shall have exclusive jurisdiction to entertain and try all disputes arising out of this agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED AND DELIVERED by the within named "The Company" INGELT STUDY ABROAD by

Mr. Sumit Kaushik

Kaushik

In the presence of Mr. Priyanshu Gupta

SIGNED AND DELIVERED by the within named "The College/ Recruitment Partner" KIET GROUP OF INSTITUTIONS

Prof. (Dr.) Preeti Chitkara

Preeti  
9/7/24

In the presence of Dr. Madhu Gautam

Madhu  
9/7/24