

## MEDICAL ADMISSION SERVICES AGREEMENT

This Medical Admission Services Agreement (hereinafter referred to as **“Agreement”**) is entered into at \_\_\_\_\_ on this 16<sup>th</sup> Day of July 2024 (hereinafter referred to as **“Effective Date”**)

### BY AND BETWEEN

**M/S through its proprietor** Mr. Abu Shama having its registered office at # 2201A, 22<sup>nd</sup> Floor, World Trade Centre (WTC), Bangalore, Brigade Gateway, Rajajinagar extension, Malleswaram, Bangalore Central, Karnataka-560055 (hereinafter referred to as **“Service Provider”**)

### AND

Mr/Mrs \_\_\_\_\_, parent/guardian of Mr/Miss \_\_\_\_\_ and having PAN No \_\_\_\_\_, residing at \_\_\_\_\_ (hereinafter collectively referred to as **“Client”** and individually as **“Parent”** and/or **“Student”**).

The Service Provider and the Client are hereinafter collectively referred to as the **“Parties”** and individually referred to as the **“Party”**.

### WHEREAS

- A. Mr/Mrs \_\_\_\_\_ is the parent/guardian of Mr/Miss \_\_\_\_\_ with their permanent residence at \_\_\_\_\_.
- B. Mr/Miss \_\_\_\_\_ has opted to pursue MBBS and has taken the NEET UG/PG entrance exam which was scheduled for \_\_\_\_ day of May 202\_ (Year).
- C. Service Providers are a Counselling Firm involved in the business of providing counselling services to NEET exam takers and aiding as a guidance counsellor for securing admission in medical institutions pan India solely on the basis of merit.

- D. Mr/Mrs \_\_\_\_\_ wishes to engage Service Providers as advisors and obtain NEET Counselling services from the Service Providers. The sole purpose of this Agreement is to secure admissions of the client to a medical institution based on the NEET score of Mr/Miss \_\_\_\_\_.
- E. Both the Parties have agreed to the services and the scope of work listed upon in the Agreement during the term of this Agreement.
- F. Based on the representations and warranties of the Service Provider and the acknowledgement that it will render full and unconditional support to the Client, the Client has agreed to engage the Service Provider on an exclusive basis for Counselling facilities.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH BELOW, IT IS HEREBY COVENANTED AND AGREED BY THE CLIENT AND THE SERVICE PROVIDER AS FOLLOWS:**

**1. SERVICES PROVIDED**

1.1. Service Provider's "services" include the following listed below:

- (a) Guide the students and parents to secure seats in the prestigious institutions across pan India for NEET UG and PG as well.
- (b) Provide special assistance and offline counselling at our registered office to the client if opting for offline facilities and in case of request for online services, offer all the services enlisted herein in a virtual capacity by engaging with the client via telephonic and videoconferencing calls as and when required.
- (c) One-on-one counselling sessions with the parents and students to answer all queries related to All India Counselling (AIQ), State Counselling (SQ) and/or other universities which are not included in the ambit of AIQ and SQ and

have separate admission procedures including but not limited to ESIC, AFMC and Deemed Universities.

- (d) Conduct extensive research by analysing previous year's patterns and anticipated inflation and provide written material stating provisional rank and cut-off analysis to clients as per the student's score after the release of scores by governing bodies.
- (e) Develop a college seat matrix detailed written list based on the research and deliver it to clients to obtain a deep understanding of achievable colleges as per the student's score.
- (f) Filling up Application forms for kinds of counselling which the client wishes to be a part of such as AIQ, SQ, ESIC, AFMC and/or Deemed Universities.
- (g) Shortlisting of institutions for choice filling depending upon the score obtained by the student in the NEET' entrance exam and by post-analysing the student's performance.
- (h) Track and supervise the entire admission process for all counselling's opted by the client such as AIQ, SQ, ESIC, AFMC and/or Deemed Universities.
- (i) Inform the client regarding the date of document verification as per the admission procedure of MCC as well as the respective state authority of the client and assist the client in filling the right documents in the correct format to leave no chances for mistakes.
- (j) Keep a tab on the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and Stray vacancy Counselling rounds for AIQ and SQ and/or other universities which the client has opted for and keep the client updated regarding all new developments and official notifications released by the counselling authorities.
- (k) Inform clients regarding the dates to visit respective institutions to secure admission by submitting the documents and payment of remainder fees.

- (l) Checking for Cancellation/vacancy of seats (if any) by deploying an on-field team if required for these purposes or by continually checking the governing body's website for updates.
- (m) Help track the refund status of security deposits paid by the Client in various counselling.
- (n) Providing special assistance to students of reserved categories including but not limited to SC, ST, EWS, OBC, NRI and other minority categories.
- (o) Ensuring that students obtain a seat in an institution solely on merit.
- (p) Provide all relevant deadline reminders to the parent on time.

1.2. The above Scope is only illustrative of the Services offered and the Service Providers will endeavour to assist and guide the client for all matters incidental to the engagement.

1.3. It shall be the responsibility of the Client to provide/furnish all the requisite information and documents without any unnecessary delay which is required to fill in the Application forms by the Service Provider.

1.4. The Client shall fully cooperate with the Service Provider throughout the term of this Agreement and keep in touch with the Service Provider to obtain all relevant information and new developments and/or respond to reminders provided by the Service Provider to the client regarding various upcoming deadlines.

1.5. The Client shall reserve the right to make the decisions autonomously. The Service Provider under no circumstance possesses the authority to decide for the client. The Service Provider shall merely provide advice to the client and make all the options known to him; the final decision shall always rest with the Client.

## **2. SERVICE CHARGES**

- 2.1. Considering of the Service Provider's assistance, guidance and offerings to the Client, the Client shall pay an aggregate charge of **Rs. 5,00,000 (Rupees Five Lakhs Only)** only for Government Colleges which includes of **Rs. 50,000/- (Rupees Fifty Thousand Only)** non-refundable fees required alongside the application form of Counselling for securing admissions, **Rs. 4,50,000/- (Rupees Four Lakhs and Fifty Thousand Only)** only as a service charge for the services offered by the Service Provider, and **Rs. 3,00,000/- (Rupees Three Lakhs Only)** only for Private with the same amounts encompassing as above.
- 2.2. The aforementioned service charges for government institutions of **Rs. 4,50,000/- (Rupees Four Lakhs and Fifty Thousand Only)** only shall be refunded to the client if the student is unable to secure enrolment into any Government University. The service charges shall not be refunded if the parent or student fails to execute the tasks or meet the requirements needed by the Service Provider occasionally to complete the Admission procedure.
- 2.3. The aforementioned service charges for Private Universities of **Rs. 2,50,000/- (Rupees Two Lakhs and Fifty Thousand Only)** only shall be refundable to the client if the student is unable to secure enrolment into any Private University. The service charges shall not be refunded if the parent or student fails to execute the tasks or meet the requirements mandated by the Service Provider occasionally to complete the Admission procedure.
- 2.4. The Service Provider hereby acknowledges that the aforesaid service charge is a one-time fee and constitutes sufficient consideration for the services provided by the Service Provider to the Client. The service charge shall be a sufficient amount to cover all the expenses that the Service Provider may stumble upon while fulfilling the obligations of this Agreement. So, the Service Provider also acknowledges that he may under no circumstance, demand any further amount for the expenses incurred by it whilst fulfilling its duties under the scope of this Agreement.
- 2.5. The fee is exclusive of all taxes under applicable laws. Any and all applicable taxes are to be paid separately.

### **3. TERMS OF PAYMENT**

The payment for the Services shall be rendered immediately on the “**Effective Date**” of the signing of this Agreement.

### **4. EXCLUSIVITY**

- 4.1. The services opted for by the Client under the terms of this Agreement from the Service Provider shall be on an exclusive basis and the Client shall have no right to enter into similar arrangements with any third party.
- 4.2. If the Client is found to have engaged the services of any other counselling firm or independent person, then in such instance, the Service Provider reserves the right to terminate this Agreement effective immediately without providing prior notice to the Client as stated in Clause 5.3.

### **5. TERMINATION**

- 5.1. This Agreement shall expire on completion of the admission procedure for all medical courses and/or on the successful allocation of seats to the student.
- 5.2. The Agreement may be terminated at any point of time, with or without cause, by either Party upon fifteen (15) days prior notice to the other Party.
- 5.3. The Agreement may be terminated by the Service Provider without prior notice if the Client engages any third party as a Service Provider rendering the exclusivity of this Agreement null and void. In such an instance, the Client cannot ask for a refund of fees paid to the Service Provider.
- 5.4. The Agreement may be terminated by the Client without prior notice if the Service Provider is found to be engaged in unethical business practices or commits a material breach of its obligations under this Agreement. In such a scenario, the Service Provider is required to refund the fees to the Client.

5.5. Upon termination of this Agreement, for whatever reasons as stipulated above, the Service Provider shall return all confidential information including all documents received by it from the Client during the course of this Agreement. After such termination, both Parties shall maintain the sanctity of the Confidentiality Clause up to the agreed-upon term in Clause 7.3.

## **6. CONFIDENTIALITY**

6.1. Any and all materials, records or other relevant data related to this Agreement and received by a Party from the other Party shall not be used for purposes other than for the enforcement of this Agreement and the services contemplated herein.

6.2. For the purposes of this Agreement, the term “Confidential Information” shall not include any information which:

- (a) At any time of disclosure to the other Party is already in the public domain;
- (b) At any time after such disclosure comes into the public domain, otherwise than as a result of a breach by that Party of undertakings;
- (c) Was lawfully in that Party’s possession prior to such disclosure; or
- (d) Was or is received by that Party from any third Party who at that time, so far as is known by that Party, was or is not bound by any restrictions on disclosure by such Party;

6.3. Parties’ duty to keep the confidential information confidential shall expire after two (02) years from the date of signing of this Agreement.

6.4. Any advice, opinion or material, written or oral, provided by Service Providers will be solely for the knowledge, guidance and assistance of the Client and must be kept confidential.

6.5. All confidential non-public information concerning the Client that is handed to Service Provider will be used solely in the course of the performance of Service

Provider's services hereunder and will be treated confidentially by the Service Provider.

- 6.6. The Service Providers shall share confidential information with such of its employees and representatives who have a need to know the Confidential Information in relation to the fulfilment of the obligations under this Agreement and who are subject to confidentiality obligations which are no less onerous than contained in this Agreement.
- 6.7. Except as otherwise required by law, Service Providers will not disclose this information to a third party without the Client's prior written consent. If legally compelled to disclose such non-public information, Service Providers shall provide the Client prompt prior written notice thereof, and cooperate with the Client, to the extent permissible by applicable laws in seeking a protective order if so requested.
- 6.8. Each Party acknowledges that a breach of its obligations under this Clause shall be construed to be a material breach of this Agreement. Each Party further acknowledges and agrees that in the event of a breach or threatened breach of any provision of this Section, the aggrieved Party may have no adequate remedy in damages and, accordingly, is entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief against the responsible Party as may be deemed proper by a Court of competent jurisdiction.

## **7. INDEMNITY, OBLIGATIONS & WARRANTIES**

- 7.1. Each Party shall indemnify, defend and hold harmless the other and its affiliates, and their respective agents, representatives, employees, directors, officers, principals (partners, shareholders or holders of an ownership interest, as the case may be), from and against any third party claims, demands, loss, damage or expenses (including counsel fees and court costs) relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the negligence or wilful misconduct of the indemnifying party, its personnel or agents during the course of the Services under this Agreement.



7.2. The Service Provider hereby warrants to the Client that he has all necessary rights and authority to enter into and perform this Agreement.

## **8. NATURE OF RELATIONSHIP**

In connection with this Agreement, Service Providers is acting as an Independent Contractor and not in any other capacity, with duties owned solely by Mr/Ms. \_\_\_\_\_. This Agreement does not create a fiduciary relationship between Mr/Ms. \_\_\_\_\_ & Service Providers. Nothing in this Agreement shall be construed to mean that any of the Party to this Agreement possess the power or authority to bind the other or to assume or create any obligations or responsibility, express or implied, on behalf of the other, or represent to anyone possessing such power or authority, except to an extent required for performance of this particular Agreement.

## **9. FORCE MAJEURE**

Service Provider shall not be responsible for delays or failures in fulfilling obligations resulting from acts of god, acts of civil or military authority, fire, strikes, wars, epidemics, power shortage or other acts or causes reasonably beyond the control of the Service Provider. The Service Provider shall provide notice to the Client promptly following the occurrence of such event and take all reasonable measures to mitigate and/or re-commence the performance as promptly as possible. In the event, that the Service Provider experiences force majeure for \_\_\_\_\_ days straight, the Parties may terminate this Agreement by providing notice to the other Party.

## **10. THIRD-PARTY BENEFIT**

Nothing contained in this Agreement shall be construed to confer upon or give to any third party any right, remedy or claim, under or by reason of the Agreement or any part hereof unless otherwise expressly provided in them.

**11. NO ASSIGNMENT**

Except as otherwise provided in this Agreement, the rights and obligations of the Parties hereunder shall be binding upon and inure to the benefit of their respective successors, executors, and representatives. Neither Party shall assign this Agreement without the other Party's prior written consent, such consent shall not be unreasonably delayed or withheld except for in cases where either Party may assign or transfer any of its rights and obligations to another person.

**12. AMENDMENT**

This Agreement shall not be amended or modified except by an instrument in writing signed by both the Parties hereto.

**13. ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior oral and written agreements, understandings and all other communications.

**14. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and interpreted in accordance with Indian Laws and any disputes arising out of or in relation to this Agreement between the Parties shall be endeavoured to be settled amicably. In the event the Parties are unable to settle amicably, the Parties shall undergo Arbitration at Mumbai in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time). The Arbitrator shall be mutually appointed by the Parties and Arbitration shall be conducted in English.

**IN WITNESS HEREOF**, the Parties have caused this Agreement to be executed by their representatives duly hereinto authorised, intending to be legally bound hereby, as of the day and year first above written.

**SIGNED BY:**

***FOR AND ON BEHALF OF THE CLIENT***

**NAME:** \_\_\_\_\_

***FOR AND ON BEHALF OF THE SERVICE PROVIDER***

**NEET COUNSELLING**

**NAME:** \_\_\_\_\_