

## **MEDICAL ADMISSION CONSULTANCY AGREEMENT**

This Medical Admission Consultancy Agreement ('**Agreement**') is made on this \_\_\_ day of \_\_\_\_\_, by and between,

**M/s Medical guidance** through its Proprietor Mr. Amit Nagdive having its registered office at SAS Business Centre, 5<sup>th</sup> Floor, Landmark Building, Ramdaspath, Wardha Road, Nagpur – 440010.

here in referred to as "Consultants" on the first part

AND

**Mr./Mrs.** \_\_\_\_\_, having PAN no. \_\_\_\_\_ residing at \_\_\_\_\_

here in referred to as "Client" on the second part

### **WHEREAS**

- A. Mr./Mrs. \_\_\_\_\_ is an individual residing at \_\_\_\_\_
- B. Consultants are a Medical Admission Counseling firm and are serving as a facilitator cum counselor for admission in medical colleges across India purely on the basis of merit.
- C. The purpose of this Agreement is securing admission of first part's **son/daughter** Mr. / Miss \_\_\_\_\_ in medical college
- D. Mr. / Mrs. engages Consultants to act as the authorized advisors on an exclusive basis. The Consultants have agreed to act as advisor for the scope of work agreed upon in the agreement during the existence of agreement.

### **NOW THE PARTIES AGREE AS FOLLOWS**

#### **I. SCOPE OF WORK**

Consultants services range from execution to closure of the Transaction which inter-alia includes:

- i. Short listing of Institutes to apply based upon obtained NEET marks
- ii. Filling up of Application forms for all the Government, Private and Deemed Universities
- iii. Monitor complete admission process
- iv. Inform Students/Parents for document verification with help to get right documents
- v. Track Counseling rounds and inform Students/Parents
- vi. Inform parents about visit to respective institutes
- vii. Tracking of Cancellation seats with on-field team
- viii. Monitoring Mock rounds, spot rounds and institutional rounds
- ix. Ensures that student get admission purely on merit
- x. Guide the Student/Parent to get admission in prestigious colleges across Maharashtra as well as across India

The above "Scope" is only illustrative of the services offered and it will be Consultants endeavor to assist and advice the management of Party for matters incidental to the engagement.

#### **II. SUCCESS FEES AND PAYMENT**

- Total Fees shall be Rs. 3,00,000 (Rs. Three Lakhs only) comprising of Rs. 50,000 (Rs. Fifty thousand only) non-refundable fees required for applying for admission and Rs. 2,40,000 (Rs. Two Lakhs and Fourty thousand only) as service fee for the consultancy provided by Consultant.

**Private & Strictly Confidential**

- The above mentioned service fee of Rs. 2,40,000 (Rs. Two Lakhs and Fourty thousand only) will be refundable to the client on failure of student getting the admission.
- The service fee will not be refundable in case where the client or student fails to perform such functions or fulfill such conditions as required by the consultant from time to time for completing the admission process.
- Any applicable service tax shall be paid separately is not included in above fees.

**III. EXPIRATION & TERMINATION**

Consultants engagement shall expire on the day falling **Three (03)** months from the signature date of this Agreement or may be earlier terminated at any time, with or without cause, by either of the Parties upon **15 (fifteen)** days prior written notice to the other party.

**IV. CONFIDENTIALITY**

Any and all documents, reports or other information related to this Agreement and received by a Party from the other Party shall not be used for purposes other than for the implementation of this Agreement and the transaction contemplated herein. In this paragraph the term "confidential information" shall not include any information which:

- i. At the time of disclosure to the other Party is already in the public domain,
- ii. At any time after such disclosure comes into the public domain, otherwise than as a result of a breach by that Party of undertakings,
- iii. Was lawfully in that Party's possession prior to such disclosure, or
- iv. Was or is received by that Party from any third party who at the time, so far as is known by that Party, was or is not bound by any restrictions on disclosure by such party.

Parties' duty to keep the confidential information confidential shall expire on the day falling **2 (two)** years after the date on which this Agreement is entered into.

Any advice or opinion, written or oral, provided by Consultants will be solely for the information of Mr./Mrs. \_\_\_\_\_ and for assistance in connection with the assignment and must be kept confidential.

All confidential non-public information concerning Mr./Mrs. \_\_\_\_\_ that is given to Consultants will be used solely in the course of the performance of Consultants services hereunder and will be treated confidentially by Consultants. Except as otherwise required by law, Consultants will not disclose this information to a third party without Mr./Mrs. \_\_\_\_\_ prior written consent. If legally compelled to disclose such non-public information, Consultants shall give Mr./Mrs. \_\_\_\_\_ prompt prior written notice thereof, and co-operate Mr./Mrs. \_\_\_\_\_, to the extent permissible by applicable laws in seeking a protective order if so requested.

**V. INDEMNITY**

Each party shall indemnify, defend and hold harmless the other and its affiliates, and their respective employees, directors, officers, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents, 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 willful misconduct of the indemnifying party, its personnel or agents during the course of the Services under this Agreement.

**VI. MISCELLANEOUS**

In connection with this Agreement, Consultants is acting as an independent contractor and not in any other capacity, with duties owing solely Mr./Mrs. \_\_\_\_\_. This agreement does not create a fiduciary relationship between Mr./Mrs. \_\_\_\_\_ & Consultants. Neither Party may assign this Agreement without the other Party's prior written consent.

**Private & Strictly Confidential**

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

**VII. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and interpreted in accordance with English Law and any disputes arising out of or in relation to this agreement shall be settled through Arbitration at **Nagpur** in accordance with the Indian Arbitration Act.

**VIII. EXECUTION**

Made of articles in English language and signed on \_\_\_ day of \_\_\_\_\_ and becomes effective by that date.

Signed by:

**For and on behalf of Client**

**For and on behalf of Consultants**

Authorized Signatory