

Exclusive Associate Agreement

Concluded on
between Education Express Georgia represented by and
further referred to as **EOC**

and **EKLAVYA OVERSEAS CONSULTANTS further referred as EOC**, Address: U-188, First Floor, Lane No – 5,
Near Laxmi Nagar Metro Pillar No – 31, Shakarpur, Delhi -92

Email: contact@eklavyaoverseas.com

Website: www eklavyaoverseas.com

Represented By: Mr. Mukesh Kumar

Section 1: General Provisions

This agreement is for the purpose of collaboration between **EOC** and **Associate** to recruit students for Universities / Colleges overseas across the world represented by **EOC**.

Associate is responsible for promoting and marketing the educational services and products offered by **EOC** and hereby states that it is interested in the study abroad consultant business that **EOC** deals with.

Associate is responsible for conducting all marketing and advertising work on his/her own expense.

EOC will not bear the costs of any advertising or marketing initiatives undertaken by **Associate** in any media namely, print, electronic, out of home (**OOH**) or other.

Section 2: Obligations of the EOC

2.1. **EOC** is Obligated to:

Provide information about available courses and required documents

Collect and check student's documents

2.2. **EOC** agrees to process applications from students liaising with Associate.

2.3. **EOC** shall attempt to provide the Associate with complete and up-to-date information on the study programs, course structure, fee schedules, admissions policies, college and university lists and other important aspects so as to assist Associate in proper counselling of prospective students.

2.4. **EOC** may also provide Associate with adequate stock of catalogues, brochures, information leaflets, application materials and other useful promotional materials. However, **EOC** is not bound to provide the same and the Associate cannot demand it under any circumstances.

2.5. **EOC** shall provide the Associate with all the necessary information about immigration rules applicable to Indian and other students, as well as about their living conditions in the countries where the student is applying.

2.6. **EOC** shall provide all the necessary assistance to applicants during the process of their application for admission.

Section 3: Obligations of the Associate

3.1. Associate shall carry full legal and financial responsibility for all its activities under the AGREEMENT in the country or state or city of Associate's location and operation, and for authenticity of all documents submitted to **EOC** in the course of said activities.

3.2. Whilst carrying out its obligations under the present AGREEMENT, Associate shall ensure that only factual and up-to-date information is presented to EOC the public on and its programmes. EOC shall not be responsible for any mishap occurring due to improper documentation or fake documents presented by the Associate.

3.3. Associate shall screen all students with the aim of selecting and recommending to EOC only those, who are academically and financially qualified for admission, as specified in each case.

3.4. Associate shall collect and submit complete documentation to EOC on behalf of applicants' as needed for their application and other document processing work, including but not limited to:

- Education Certificates
- Copy of Passport
- Bank Statement or Income Proof
- Passport size photographs, 3 cm x 4 cm
- Application fee, as and when required
- Medical fitness certificate

3.5. Associate shall provide all the necessary assistance to applicants during the process of their application for admission.

3.6. Associate assures to provide all truthful and authentic information to students regarding the admission procedure, fees, possibility of getting admission, documents required. EOC shall not take charge for any fake promises

or deadlines set by the Associate.

3.7. If EOC asks the Associate by email or by phone to provide the necessary documents, the Associate is obliged to deliver them within the time specified by EOC or within the time previously agreed upon. In the case of non-compliance with the recommendations, Associate becomes fully responsible for the consequences of his/her behaviour.

Section 4: Non Competition

4.1. All applications must be submitted to EOC for checking and for onward transmission to the University. Associate declares that it will not, under any circumstances, start student's recruitment directly with universities. In case of non-compliance with these recommendations, this AGREEMENT shall be cancelled.

Section 5: Term of Agreement and Termination

5.1. This AGREEMENT is valid for a period of 12 months from the date of signing. Agreement may be renewed after the date of termination by the consent of both the parties. EOC reserves the right to cancel the agreement by immediate termination in case of numerous errors in the process of collaboration and failure to comply with the conditions specified in the AGREEMENT such as falsification of documents, failure to send documents within stipulated time, default in payment and other factors which may come across as persistent obstruction of cooperation.

5.2. Associate shall stop all marketing and promotional activities of EOC as soon as the AGREEMENT is terminated. EOC will not take liability for any loss of future commissions, goodwill, investments, advertising or promotional costs or like expenses or anything associated with its work which the Associate tries to take advantage of post the termination of the AGREEMENT.

Section 6: Finance

6.1. EOC shall not pay any commission to the Associate for any work undertaken by the latter. The Associate can charge consultancy charges or fee from the student directly, as and when it seems fit. This fee charged by the Associate and will be separated and distinct from the consultancy charges of EKLAVYA OVERSEAS mutually agreed upon by both the parties.

Section 7: Other Clauses

7.1. EOC reserves the right to refuse the application if it feels that the application:

- is incomplete
- contains suspected fraudulent documents
- has not been completed by the student themselves
- does not meet the minimum entry requirements to the course

7.2. EOC only promises to use its best, good faith efforts, utilizing its knowledge and expertise, in order to recommend and assist in all aspects of the selection/admission process, a suitable placement or other appropriate result. RESULTS CAN NOT BE ASSURED OR GUARANTEED.

7.3. Tuition fee will be transferred by the Student directly to University. In case of any negative visa decision tuition fee will be REFUNDED directly to the student’s account from the University.

7.4.Both parties shall make every effort to solve all disagreements and disputes that arise from this AGREEMENT, or as a result of its fulfilment, through mutual negotiations.

7.5. Any disputes that may arise out of the implementation of this agreement will be resolved under the jurisdiction of Courts in Uttar Pradesh.

7.6. Any changes to this agreement may be made only in writing under pain of nullity.

7.7. This AGREEMENT has two original copies, in the English language, all having the same legal power and valid only with the signature of the parties on each page of the AGREEMENT.

Both parties agree to accept all terms and conditions outlined by the AGREEMENT by signing it. The Associate agrees to fully carry out all responsibilities as specified by the

Signed by, for and on behalf of EKLAVYA OVERSEAS CONSULTANTS

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Signed by, for and on behalf of Associates

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Terms and Conditions

Ministry and accreditation fees are not refundable under any circumstances.

- EOC does not take charge of any criminal activity which the student might be involved with. **Assosiate** shall take complete responsibility and charge of doing a background check on all applicants before sending their applications to **EOC**.
- EOC will try its best to ensure acceptance of applications. However, it will not take responsibility for any mishaps, natural or manmade.