

#### SERVICES AGREEMENT

This Services Agreement is executed at [Hyderabad] on this [13.10.2020] by and between:

(1) **Aspiring Minds Assessment Private Limited**, a company incorporated under the laws of India, having its registered office at 24 Pusa Road, New Delhi 110 005, India ("Service Provider");

AND

(2) **Sreenidhi Institute of Science & Technology**, an Institution incorporated under the laws of India, having its corporate office at Yamnampet Ghatkesar, Hyderabad - 501301 ("Service Recipient").

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

#### TERM

This Agreement shall become effective from the Effective Date and shall subsist and remain operative for a period of **1 Year**.

#### 1. SCOPE OF WORK

The scope of this Work Order will cover the following program conducted by ASPRINGMINDS:

#### PRE-EMPLOYMENT SKILL ASSESSMENT PROGRAM

##### A. The objectives of the PRE-EMPLOYMENT SKILL ASSESSMENT PROGRAM will be to:

- Analyze their current skill levels & training needs
- Determine Employment Potential of the candidate & Benchmark them in terms of Industry specific recruitment standards
- Provide Psychometric-based behavioral attributes profiling and mapping

##### B. Deliverables:

- **Assessment:** Conduct student assessments across Language, Cognitive, Personality & Domain
- **Feedback & Diagnostic Report:** - Every assessed student will get a feedback report reflecting his/her performance in AMCAT. The report will highlight their strengths and employability across various sectors
- **AMPI Report:** - Aspiring Minds Personality Inventory is based on FFM: Five Factor Model. FFM is the widely accepted model for personality assessment
- **Campus Performance Report:** - Aspiring Minds has prepared a unique report for Management that gives an in-depth analysis of the college performance based on the test. The report is highly useful for the management as a tool to further improve the educational system through the results shared in the report

- **Automata Assessment:** Automata is world's most advanced and only programming assessments that uses machine learning for grading programs. Automata is used extensively by the IT companies and SMEs to find the most appropriate software engineer for a position

## 2. FEES AND PAYMENTS

Below is the special discounted rate offered by ASPIRING MINDS to Sreenidhi Institute of Science & Technology.

| Batch | Assessments Details   | Price per student - inclusive of all taxes |
|-------|---|--|
| 2021  | 2 AMCAT + 2 SVAR + 2 Automata + 2 Automata fix + 2 WriteX 1 AI Mock | 1000                                       |

### TERMS & CONDITIONS:

- All students shall be provided with an opportunity to take two assessment.
- 1st assessment shall be delivered as per the date mutually agreed upon.
- 2<sup>nd</sup> assessment can be conducted after 45 days of the 1<sup>st</sup> assessment but before March 2021

### PAYMENT TERMS:

- Invoice for 100% of contract value shall be raised after completion of the 1<sup>st</sup> assessment.
- 100% payment to be made within 10 days from the 1<sup>st</sup> assessment date
- ASPIRING MINDS shall release the results only after receipt of the payment for the relevant assessment.
- 2<sup>nd</sup> assessment will be conducted by ASPIRING MINDS only if the previous invoices are settled in full.
- Billing will done as per the number of students take the test.

## 3.1 Dispute Resolution

### 3.1.1 Negotiation

Any dispute, difference, controversy or claim between the Parties arising out of or relating to this Agreement or the construction, interpretation, breach, termination or validity thereof ("Dispute") shall, upon the written request of either Party be referred to the authorized representatives of the Parties for

resolution. The authorized representatives shall promptly meet and attempt to negotiate in good faith a resolution of the Dispute. In the event that the Parties are unable to resolve the Dispute through negotiation

within fifteen (15) Days after service by a Party of such a request, then the Dispute shall be resolved in accordance with the provisions of Clause 12.5.2 below.

**3.1.2 Arbitration**

- (a) In the event that the Parties are unable to resolve a Dispute as provided in Clause 3.1.1 above, the Dispute shall be finally settled under the rules of arbitration set out under the Indian Arbitration and Conciliation Act, 1996 by sole arbitrator mutually appointed by the Parties.
- (b) The place of arbitration shall be New Delhi only and all the arbitration proceedings shall be conducted in the English language.
- (c) Judgment upon any arbitral award rendered hereunder may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.
- (d) Subject to Clause 8, each Party shall bear its respective costs of the arbitration, unless arbitrators otherwise direct in their arbitral award.

**3.2 Governing Law and Jurisdiction**

- 3.2.1 This Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by and construed in accordance with Indian Law.
  - 3.2.2 Subject to the provisions of Clause 3.1.2 providing for arbitration, for any legal proceedings, the Courts at New Delhi shall have exclusive jurisdiction in relation to such proceedings.
3. The institute shall not be charged any other fee apart from the pre-employment skill assessment program fee agreed upon. Hence all transportation cost for Aspiring Minds Testing Team, event management cost or any other operational cost will not be levied to the Institute.

**IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.**

*Murukh*

On behalf of Aspiring Minds Assessment Pvt. Ltd.

Signed and delivered by: \_\_\_\_\_

Place: \_\_\_\_\_ Dated: \_\_\_\_\_



*Abhijit*

On behalf of ~~SNIST~~ SNIST

Signed and delivered by: Abhijit Rao - CEO

Place: Hyderabad Dated: \_\_\_\_\_

