

AGREEMENT

This Agreement is made on the _____ day of _____ 2023 at _____ by and Between:-

Packapeer Academy Private Limited, Registered under the Companies Act, 2013, having its office at Room No.III/9, 3rd Floor, SDF Building(Neo Space II) Kinfra Techno Industrial Park, Calicut University Po Kakkancheri Malappuram 673635. represented by its _____. (hereinafter referred to as FIRST PARTY, which expression shall cover its legal representatives, directors, employees and whoever claiming through it)

And

Mr./Ms _____ S/o/D/o _____ aged _____, residing at _____ (Aadhar /Pan No. _____) (hereinafter referred to as SECOND PARTY, which expression shall cover his/her legal representatives, and whoever claiming through him/her)

WHEREAS

The FIRST PARTY Facilitates guidance for Technical Education programs such as courses on Web Development, Mobile App Development, Cyber Security, Data Science, Artificial Intelligence, etc. in Field of Computer Science and Information Technology in the brand name Brocamp.

The SECOND PARTY is a student, desirous to avail the education program _____ facilitated by the FIRST PARTY.

The FIRST PARTY has offered and the SECOND PARTY has agreed to join the educational Program _____ based on the below terms and conditions.

HENCE THIS AGREEMENT WITNESSETH AS HEREUNDER:-

Definitions and Interpretations:

- “Job” means any job from which the Income is earned. Jobs can either be in the same Subject/Field or in any Subject/Field. Job also includes any kind of Business/Partnership/Venture in any field from where the income is generated.
- “Monthly Payment” means the monthly EMI as detailed in the agreement
- “Course fee” means the fixed amount of Rs.1,54,000/- (Excluding Gst)
- “Payment Term” means the period of 24 months, during which the Second Party pay the First Party per month.
- “One Year” means 365 Days from the date of signing this Agreement, including the day of signing this Agreement.
- “Education” means any kind of training or guidance, which helps to develop your skill and knowledge. This may not require any fixed syllabus or faculty.
- “Caution Deposit” means the amount, which each candidate has to pay before the date of joining the three Days Workshop as mentioned in the Agreement.
- “Academy” means Packapeer Academy Private Limited, its Board of Directors, successors and assigns.
- ‘He’ includes both genders.

TERMS

1. The FIRST PARTY shall facilitate Technical Education Programs such as courses on Web Development, Mobile App Development, Cyber Security, Data Science, Artificial Intelligence, etc. in Field of Computer Science and Information Technology etc (hereinafter referred to as COURSES).
2. The FIRST PARTY has ensured the SECOND PARTY that it has got all the licenses, expertise and facility to conduct the COURSES.
3. The FIRST PARTY has designed the COURSES in a “On course payment mode” or “DEFERRED PAYMENT MODE” to support the SECOND PARTY to attain technical knowledge and expertise without economic constraints.
4. The SECOND PARTY is fully aware that the COURSE _____ (described fully in the Schedule) is not free, but has a deferred payment mode, which means he/ she is liable to pay the FIRST PARTY after the duration of the Course, either from his job or in the mode detailed in this agreement based on the relevant circumstances.
5. Before commencement of the course, the Second Party has to undergo a 3-day workshop on life skills and then a 14 days fumigation session regarding the fundamentals of the Subject. After the Fumigation session the First Party shall conduct a fumigation interview for the batch and if the Second Party is not qualified in the said fumigation interview, he/she shall not be eligible for enrolling into the course.
6. The SECOND PARTY agrees to pay:-
 - a) Statutory taxes in addition to the amounts mentioned in this agreement to the First Party.
 - b) Caution deposit of Rs.10,000/- to the First Party, which shall be refunded to the Second Party ONLY if the Second Party do not qualify the fumigation interview or pay the course fee of Rs. 1,54,000/- as herein under described or one time settlement of the relevant course fee, in the event of discontinuing the course.
 - c) A weekly payment of Rs. 5,500/-, which can be paid as a lumpsum at the end of the course or as regular EMI's within 24 months of completing the course starting from the date of completion of the course or upon getting an offer letter from an employer. It is made clear that the EMI facility is available only when the Second Party completes the course of 28 weeks. In the event the Second Party quits or is terminated from the course for what so ever reason, the Second Party shall pay the course fee as a one time payment to the First Party within 15 days starting from the date of termination.

- d) In the event the Second Party quits the course beyond the time period of 5 weeks up to 12 weeks, then the Second Party agrees to pay the First party an amount equivalent to Rs. 5,500 X 'n' weeks; where 'n' is a variable between 6-12 corresponding to the week the Second Party quits the course.
 - e) Starting from the 13th week, the Second Party commits to pay the entire amount of Rs. 1,54,000/- to the First Party. If the Second Party quits the course or is terminated from the course for what so ever reason, the Second Party is liable to pay the entire course fee of Rs.1,54,000/- to the first party as onetime payment within 15 days starting from the date of termination.
 - f) The Second Party has the liberty to avail Equal Monthly Instalments (EMI) of Rs. 6416.66/- for 24 consecutive months, starting from the successful completion of the 28 week course or from the date of accepting first offer letter from an employer. The Second Party can also pre-close the course fee by paying additional amounts over the EMI to pay the full amount of Rs.1,54,000/- to the First Party. The EMI facility is available only if the Second Party complete the duration of the Course.
 - g) The SECOND PARTY clearly understands and agrees that the job mentioned here may not relate to the expertise he/she attained through the course, but it means and includes any income earning work in any field or trade.
 - h) The payment terms shall be consecutive 24 months counting from the first month of the job or till the entire course fee is paid, whichever is earlier.
 - i) If there is any break of salary or loss of job, beyond the control of the Second Party, the payment shall continue immediately after the salary resumes or on attainment of another job. The payment period shall exclude such period of non-payment.
 - j) The payments due to the First Party shall be made as direct debit from the Second Party's bank account on or before the 5th day of every month.
 - k) A penalty of Rs.250 shall be charged by the First Party per day in the event of default or delayed payment.
7. Party shall be The SECOND PARTY shall provide the copy of the below documents to the FIRST PARTY at the time of joining the COURSE:-
- PAN card
 - Aadhar card
 - Educational qualification details
 - SSLC certificate

- Parental details (ID card or job details)
 - Address proof (any utility bill in the name of the candidate/ parent)
 - Address proof of a near relative, in case the candidate is staying for rent.
8. The SECOND PARTY shall provide the FIRST PARTY:-
 - a. A copy of pay slip or letter from the employer detailing salary information;
 - b. a self-employment contract;
 - c. a good faith estimate of the Second Party's self-employment income for the current calendar year (along with documentation of the basis for your estimate) or;
 - d. another verifiable source acceptable to the First Party (collectively, "Informal Earned Income Documentation") of Job/Earned Income.
 9. The SECOND PARTY clearly understands that the courses are not conducted in conventional classrooms, but is facilitated at common work stations or collective work places arranged and negotiated by the FIRST PARTY and the SECOND PARTY shall pay for such facilities to the FIRST PARTY used by him/her per month.
 10. The tutorial fees of the course is availed in the payment modes as detailed above.

Termination of this Agreement

11. SECOND PARTY shall terminate this Agreement within 5 weeks of signing this Agreement forfeiting the caution deposit remitted.
12. If the SECOND PARTY discontinues the course, either by his own choice or by termination of what so ever reason, the second Party shall pay the first party as is defined above.
13. If the Second Party has not received a job within 6 months of the completion of the course then this agreement will be terminated in favour of the Second Party and in such an event the Second Party shall be relieved from the repayment, provided:-
 - a. The Second Party has not applied for any jobs
 - b. The Second Party has rejected any offer from any employers
 - c. The Second Party has purposefully delayed the joining date or acceptance of job.

Death or Total and Permanent Disability:

14. In the event if, the SECOND PARTY faces any Permanent disability/death/ by any reason, loses the capacity to earn income, then upon furnishing such evidences the FIRST PARTY may choose to wave of the payment or settle the accounts due to it from the SECOND PARTY on a case to case basis.
15. The FIRST PARTY may mandate the SECOND PARTY to pay the scheduled fees of Rs.1,54,000/- as a onetime payment in the below circumstances:-
 - a. FIRST PARTY has a reason to believe the SECOND PARTY is acting against this Agreement.
 - b. SECOND PARTY discontinue the course wilfully.
16. SECOND PARTY shall inform the FIRST PARTY within Ten(10) days of any change in his/her personal details, provided to the FIRST PARTY, including but not limited to:-
 - a. primary residence address, phone number or email, or any other material change to information previously provided to the FIRST PARTY;
 - b. Bank, Bank Account, Bank Branch and any other change to the information previously provided to FIRST PARTY.
17. The FIRST PARTY shall contact the SECOND PARTY or his/her provided contacts through telephone/ mobile calls, text messaging systems and electronic mail to provide messages about payment due dates, missed payments and other important information. These messages shall also be recorded.
18. SECOND PARTY hereby give permission to FIRST PARTY to call or send text message to any telephone number provided at the time of joining the course or later and to play pre-recorded messages or send text messages with information about this Agreement. SECOND PARTY also give permission to the FIRST PARTY to communicate such information to SECOND PARTY via electronic mail. SECOND PARTY shall hold the FIRST PARTY indemnified if such calls or electronic communications reach any unintended recipient.
19. The SECOND PARTY hereby gives permission to the FIRST PARTY to:-
 - a. Record all conversations to and from him/her and to play back/ monitor/use it for training purpose.
 - b. Check the account/IT filing/Pan details/employer/ salary/ income details of the SECOND PARTY.

RELATIONSHIP

20. This Agreement does not provide any employee-employer, master -servant, Principal-Agent relationship between the parties.

21. This Agreement does not entrust the parties to act on behalf of or represent the other party except other than agreed under this agreement.

AMENDMENT

22. Any amendment to this Agreement shall be made in writing and signed between both the parties.

Severability

23. If for any reason a portion or clause of this Agreement is held unenforceable or becomes redundant (i) only such provision shall be excluded from this Agreement, (ii) the rest of the Agreement shall be held valid and enforceable in accordance with its terms.

GOVERNING LAW AND JURISDICTION

24. Both parties agree to submit to the laws of India and this Agreement shall be subjected to the jurisdiction of courts of Calicut.

25. In case of any dispute between the parties, a common agreeable person can be appointed as arbitrator and then the Arbitration and Conciliation (Amendment) Act, 2015 of India is applicable to both the Parties.

COSTS

26. Save as expressly otherwise provided in this Agreement, each of the Parties hereto shall bear its own legal, accountancy and other costs, charges and expenses connected with the negotiation, preparation and implementation of this Agreement.

AUTHORITY

27. Each party to this Agreement represents that it possesses full power and authority to enter into this Agreement and to perform its obligations hereunder and that the legal representative of FIRST PARTY is fully authorised to sign this Agreement.

COUNTERPARTS:

28. This Agreement along with its Schedule may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

For FIRST PARTY

SECOND PARTY

BY: _____

BY: _____

Name:

Name:

Title:

Title:

I, _____(name and address)_____, _____ of the SECOND PARTY hereby guarantee the payment towards the FIRST PARTY from the SECOND PARTY as per this Agreement and undertakes to pay the amount to FIRST PARTY in the event of default from the SECONDPARTY. I also hereby witness the Agreement.

_____(Signature)_____

Name

SCHEDULE
COURSE DETAILS

1. **Name of the Course:**
2. **Duration:** 28 weeks
3. **Commencement date:**
4. **Syllabus:**
5. **Program details:**
6. **Model of course operation:**

3 Days Workshop:

The 3 Days workshop is an introductory session to the program and there will be various sessions conducted on different topics such as technology, personal development etc.

14 Days Fumigation Period:

After the 3 Days workshop there will be a 14 days period to learn the fundamentals of the subjects. During this period candidates will have several exercises/training sessions. These 14 days fumigation period is followed by an Exam/Interview and candidates have to qualify the Exam/Interview to be eligible for the 28-week program.

28 Weeks Workout/Training :

After Clearing/Passing the test, the second party will be given a choice to continue with the learning from Packapeer Academy Pvt. Ltd, the First Party. and further the Second Party will be made aware of the terms and conditions of the course. Only if the second party and his/her Parents/Guardians agree to this agreement, the Participant and Participant Parents/Guardians both will have to sign this Agreement before he/she gets enrolled with the First Party. The Second Party is mandated to read the Agreement and course details very carefully before signing it. (It would be recommended to consult a Trusted Advisor/ an Advocate/ before signing this agreement)

Caution Deposit :

Second Party has to pay a caution deposit of Rs. 10,000/- before the date of joining the 3 Days Workshop. The Caution Deposit shall be refunded only based on the terms of this Agreement.

FIRST PARTY

SECOND PARTY