



VIRTUE E-VARSITY (P) LTD.
AUGMENTED LEARNING

Freelancing Partner Agreement

THIS AGREEMENT is made and entered into this , 16th Feb 2024 (date), by and between Virtue e-Varsity Pvt. Ltd. (hereinafter referred to as Varsity) having its principal place of business at: Virtue e-Varsity Pvt. Ltd. Ground Floor, D-9, Sector-03, Noida, Gautam Buddha Nagar, Uttar Pradesh- 201301 INDIA and Mrs. Sarita Lad (hereinafter referred to as Freelancer), having his principle place of business or residing at B002, Shivranjani apt, behind Congress Nagar Garden, Congress Nagar, Nagpur 440012.

WHEREAS, Varsity is in the business of Hire Train Deploy & Corporate trainings through its team of professionals /Offices in India.

WHEREAS, Freelancer desires to become a Freelancer Trainer/Vendor in the Region/Country of Varsity to provide Training on **.NetCore with Angular**

WHEREAS, Varsity desires to authorize and appoint Freelancer/Vendor to enter in such business proposition subject to the terms and conditions of this Agreement.

In consideration of the mutual promises and covenants contained in this Agreement, Varsity and Freelancer agree as follows:

1. Freelancing Partner

The relationship between the parties shall at all times be that of independent contractors. No employment, partnership or joint venture relationship is formed by this Referral Agreement and at no time may the Freelancer position itself as Freelancer to Varsity, except as an independent. In view of this independent relationship, the Freelancer shall not enter into any agreements on behalf of Varsity, shall make no warranty either expressed or implied on behalf of Varsity and shall not incur any expenses on behalf of Varsity.

Varsity appoints Freelancer/Vendor as an authorized Partner for the purposes of delivering on demand IT Training and other Trainings to Varsity's potential candidates/freshers/experienced candidates as part of Varsity's project requirement. Such trainings are limited to the specific skill sets/modules/technology stack/duration decided before the start of such trainings.



info@virtueevarsity.com



@virtue-e-varsity



www.virtueevarsity.co m



+919810123081



Ground Floor, D-9, Sector-03, Noida, Gautam Buddha Nagar, Uttar Pradesh- 201301



Freelancer/Vendor has no authority, without the prior written consent of Varsity, to bind Varsity to any contract, representation, understanding, act or deed concerning Varsity, the Services, or any other service or product offered by Varsity that is outside the scope of this Agreement. Freelancer shall make no representations or warranties concerning the services or Freelancer's Freelancing Partner relationship with Varsity, unless such warranty or representation is authorized in writing by Varsity.

This agreement does not grant exclusive rights to the Freelancer to act as Freelancer on behalf of Varsity and the Freelancer shall have no rights under any other agreements entered into by Varsity with other Freelancers. Varsity may appoint other Freelancers and Trainers/Consultants for the project-based requirements.

This appointment shall not establish or, be interpreted as establishing an Agentship, joint venture, franchise, or other Freelancing Partner relationship beyond those functions and responsibilities as set forth in this Agreement.

2. Duties and Performance of Freelancer

Freelancer shall adhere to and comply with any prevailing practices and procedures that relate to the Technical Trainings for Varsity's selected candidates. Freelancer will be representing Varsity during all the respective training/Lab sessions delivered by the Freelancer on demand of Varsity.

Subject to and in addition to the conditions of Section Three herein, Freelancer shall be entitled to compensation as per the discussed commercials with Varsity. The terms and conditions of this agreement will be set aside if the Freelancer is a party to an Employee Agreement or Employment Guidelines that preclude providing Trainings or Training content for a specific training fee.

3. Eligibility to Receive Training/Lab Fees

So long as this Agreement is in effect, Freelancer may receive from Varsity a Training fee for a trained candidate/trained batch etc as Freelancer for Varsity based on decided schedule:





VIRTUE E-VARSITY (P) LTD.

AUGMENTED LEARNING

- A. Freelancer must have signed the approved Varsity referral form.
- B. The training delivery has been successfully completed as per the decided terms of that respective training/schedule.
- C. Training completion certificate issuance.
- D. Feedback submission of each trained candidate in a particular batch.
- E. Submission of invoice as per the decided payment terms.

Varsity will confirm the Freelancer within 15 days of the date of training completion about the acceptance of delivered training program and for raising the required invoice.

4. Remuneration

The Training/Lab fee shall be calculated after the completion of training ,feedbacks should be collected from each participant with above satisfactory scores.

The Services/Trainings have been successfully delivered.

The Training or Trainings ordered by Varsity should have been completed with decided success ratio and successful completion of candidate evaluation, and accepted by the end customer.

4.3 Freelancer/Vendor shall bear sole responsibility for payment of taxes owed by Freelancer on the fees. Training fee will be paid :-

Your remuneration for the **.NetCore with Angular training** will be 92000/- in total.(Ninety two thousand only.

Total duration of Training – 23 working days
Training date- 21st Feb 2024 to 22nd March 2024

Payment terms(Training):-After completion of training payment will be done between 30-35 days from the date of invoice.



info@virtueevarsity.com



@virtue-e-varsity



www.virtueevarsity.co m



+919810123081



Ground Floor, D-9, Sector-03, Noida, Gautam Budhha Nagar, Uttar Pradesh- 201301



5. Confidentiality and Customer Ownership

All documents, data files, Training materials, module information and other materials made available to Freelancer in connection with this Agreement, including without limitation all information regarding services, Varsity customers (including those customers who are directly or indirectly connected with the activity), and technical information (collectively "Confidential Information") shall be deemed to have been furnished to Freelancer in

confidence and shall remain the exclusive property of Varsity both during the term of this Agreement and after this Agreement is terminated or expired. Freelancer shall treat as trade secrets and keep in strict confidence all Confidential Information it acquires from Varsity at any time or develops for or on behalf of Varsity, and Freelancer will not at any time during the terms of this agreement or thereafter use such Confidential Information for its own benefit or disclose or permit any of its employees, agents, or representatives to disclose such Confidential Information to any person or entity without a written consent from Varsity.

Varsity shall retain full ownership of all Trained Candidates that Freelancer trains for Varsity under this Agreement, including all information relating to such trained candidates.

6. Intellectual Property

Freelancer/Vendor agrees that Varsity retains ownership rights in and to certain intellectual property, including without limitation any Varsity trademark, service mark, trade dress, advertising, any associated goodwill, whether presently existing or later developed (collectively "Intellectual Property"). Freelancer agrees to sign any document as reasonably required to effect recording or protection of any such property

If approved in writing by Varsity, Freelancer/Vendor may use advertising that is associated with any Intellectual Property. Freelancer may use such advertising materials only upon the terms and conditions stated by Varsity from time to time. Freelancer may not modify or delete any Intellectual Property it uses without the written consent of Varsity.

7. Terms of Termination

The terms of this Agreement shall begin on the commencement date and continue until the end of the year stated on page 1. Agreements can be extended by mutual agreement of the parties. At





VIRTUE E-VARSITY (P) LTD.

AUGMENTED LEARNING

any time, either party may terminate this Agreement upon providing the other party thirty (30) days written notice. Upon termination by either party all outstanding referral fees due to the Agent at that time shall be settled in full within thirty (30) days. In the event this Agreement terminates and/or is not renewed, Freelancer agrees not to refer potential customers to any person or entity that offers products and services that are in competition with those offered by Varsity for a period of three year.

Varsity shall be responsible for paying any and all Commissions owed to Freelancer under this Agreement only for those trained batches/candidates that are trained by Freelancer for Varsity before the effective termination date of this Agreement. Remuneration claims are waived unless made in writing to Varsity within sixty (60) days of which such remuneration would have been payable.

The provisions of Sections 5.1, 5.2, 6.1, 8.1, 8.2, 8.3 and 8.5 shall survive termination of this Agreement.

8. Miscellaneous

Unless Varsity notifies Freelancer otherwise, Varsity disclaims all warranties with regard to services rendered under this Agreement, including all implied warranties or commitments for a particular purpose. Freelancer shall extend no warranties or guarantees without the pre-approval of Varsity, orally or in writing, in the name of Varsity or which would bind Varsity with respect to the employment, joining, job offers, candidates performance for a particular purpose. Neither Varsity nor its Freelancers, subsidiaries, suppliers, or parent corporations shall be liable to Freelancer or any third party for special, consequential, incidental, indirect, tort or cover damages, including, without limitation, damages resulting from the use or inability to use the services, delay of delivery and implementation, or loss of profits, data, business or goodwill, whether or not such party has been advised or is aware of the possibility of such damages. Varsity's liability for all claims of any kind arising out of or relating to this Agreement shall be limited solely to money damages and shall not exceed the amount of commissions due Freelancer.

Either party shall not be liable for, and is excused from, any failure to perform or delay in the performance of its obligations under this Agreement due to causes beyond its control, including without limitation, interruptions of power or telecommunications services, failure or its suppliers or subcontractors, acts of nature, governmental actions, fire, flood, natural disaster or labor dispute. No failure of either party to pursue any remedy resulting from a breach in this Agreement by the other party shall be construed as a waiver of that breach, nor as a waiver of any subsequent or other breach or relinquishment of any rights hereunder unless such waiver is signed and in writing.

In the event any provision of this Agreement shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.



info@virtueevarsity.com



@virtue-e-varsity



www.virtueevarsity.co m



+919810123081



Ground Floor, D-9, Sector-03, Noida, Gautam Budhha Nagar, Uttar Pradesh- 201301



VIRTUE E-VARSITY (P) LTD.

AUGMENTED LEARNING

This Agreement shall not be assigned by Freelancer, in whole or in part, without the express written consent of Varsity.

This Agreement shall be construed in accordance with the laws of the state of Uttar Pradesh, India, and shall be treated as an Indian contract.

This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against either of the parties. In the event of any dispute with respect to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and other costs and expenses incurred in resolving such dispute.

All notices required under this Agreement shall be directed to the addresses indicated below, and such addresses shall be deemed to be the most recent address of the addressee and shall remain so until written notice of a change of address is provided to the other party by the party whose address has changed:

If to Varsity:

VIRTUE E VARSITY PRIVATE LIMITED
Ground Floor, D-9, Sector-03,
Noida, Gautambudhha Nagar,
Uttar Pradesh- 201301

If to Freelancer:

This agreement constitutes the whole agreement between the parties and supersedes and cancels any and all previous agreements, understandings or negotiations, whether oral or written, between the Parties relating to the subject matter of this agreement. Any alteration to this agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date stated above.

Virtue e- Varsity

Ms. Shruti Verma

Training Manager

Virtue e-Varsity Pvt Ltd

Date- 16-02-2024

Freelancer Partner

Mrs Sarita Lad

Date:- 16-02-2024



info@virtueevarsity.com



@virtue-e-varsity



www.virtueevarsity.co m



+919810123081



Ground Floor, D-9, Sector-03, Noida, Gautam Budhha Nagar, Uttar Pradesh- 201301