

Pathway Education Services

MEMORANDUM OF UNDERSTANDING

This "MOU" is executed and made effective on this day of _____, 20__

BETWEEN

Pathway Education Services represented by Admissions Consultancy, having its Registered Office at :- A-505, 5 Floor, Bhikaji Cama Place Somdutt Chamber-1, New Delhi-110066, hereinafter referred to as "The Retainer", the Party to the First Part.

AND

Mr. _____ S/o _____, residing at _____ hereinafter referred to as "The Client", The Party of the Second Part, unless excluded by or repugnant to the context shall mean and include its assigns, successors, administrators and executors etc.

NOW WHEREAS,

1. Pathway Education Services is providing Consultancy for Higher Education across India.
2. Pathway Education Services also acts as Retainer and provides professional assistance in admissions in limited ways to "The Client".
3. The party of the second part was in need of professional assistance in counseling & admissions Consultancy.
4. The party of the second part approached the party of the first part

After having negotiated the terms verbally,

HEREWITH NOW THIS MEMORANDUM WITNESSES FOLLOWING TERMS AND CONDATIONS OF UNDERSTANDING:

Scope

1. The Retainer agrees to provide all relevant guidance & assistance for admissions procedure related to MBBS in Affiliated by universities in which includes based on Sponsored or NRI Sponsored or NRI or Management or other quota based on the availability for the Academic year 20__ - __ on behalf of the Client..

- 2. To conduct all Admission related formalities for & on behalf of Client at cost of the Client where ever Retainer or Client feels necessary and does not include Tuition fees or any other fees by whatever name it may be called, of courses of Client.**

The admission of the Client will be made by the Retainer at the total cost of Rs. /- (Rupees only/-) approx. package including Tuition Fees or any other fees by whatever name it may be called, to be paid directly to the institution as per the institution's guidelines directly by the Client.

- 3. Pursuant to the above Client has paid us no token amount.**

- 4. To assist the client with accommodation needs depending on client's requirement & the institutions availability.**

Professional Fees:

All work mentioned and detailed above shall be rendered against Retainer-ship charges of Rs. _____ . The client has paid us Rs. _____ -Through _____. The receipt of which the party of the first part acknowledges by receipt no- _____ dated- _____ .

Confidential Information and Non-Competition

The Client acknowledges that during the course of its receiving the services hereunder, Client will come into possession of confidential information concerning Pathway Education Services counseling techniques, business deals, and lists of college's activities, and will; in addition the client will develop a personal acquaintance with Pathway Education Services Employee's.

The Client further acknowledges that as a consequence thereof, the Client, will occupy a position of trust & confidence and will be in fiduciary position with respect to Pathway Education Services affairs and its products.

Accordingly, the Client agrees with Pathway Education Services as follows:

5. Any information obtained by Client during the course of or as incidental to its services hereunder, concerning the activities of Pathway Education Services or its operations. Property, business. plans, policies, methods or procedures. which is not of general public knowledge, will be treated by the Client as confidential information.
6. The Client shall not during the term of this MOU and at any time thereafter. disclose such information in any manner to any person or body incorporate either in whole or in part.
7. If the agreement is terminated before time than till five years after such termination, confidentiality will be maintained.
8. For a period of five years following end of validity of the agreement or Termination of this MOU for any reason whatsoever, The party to the second part agrees that it will not , Either individually or in partnership or in conjugation with any person, firm,

Association, company or corporation as principal, agent, director, officer, employee or in any manner whatsoever, sell directly or indirectly, in part or full any products as mentioned in Clause 1 herein of Pathway Education Services, to any person, or firm or corporation at any time during the five years after the termination or validity of this MOU.

9. Termination:

1. In the event that The Retainer fails to carry out its services stated herein above, The Client may terminate this MOU at any time after giving 15 days written notice to The Retainer. This MOU shall be immediately terminated by notice if either party fails or refuses to perform or observe or comply with any of its obligations or conditions under this MOU.
2. The Retainer will Refund to The Client in case of Termination of Agreement within 120 working days from the Amount date of the Termination of the Agreement as per table mentioned in point.
3. Fees will be refunded as per following table:

COURSES/Programs	Our Counsultation Registration Fees	Refundable fees	Refundable fees If Work Done	Adminstrative 20%	CGST @9%	SGST @9%	Total Tax	Total
MBBS	200000	135593	No Refund	33898	15254	15254	30508	200000
DIPLOMA Pathology/DCP	100000	67797	No Refund	16949	7627	7627	15254	100000
Diploma Anesthesia	100000	67797	No Refund	16949	7627	7627	15254	100000
Diploma Opthal/ DO	100000	67797	No Refund	16949	7627	7627	15254	100000
MD -BIO Chemistry	100000	67797	No Refund	16949	7627	7627	15254	100000
MD- Pharmacology	100000	67797	No Refund	16949	7627	7627	15254	100000
MD-Forensic	100000	67797	No Refund	16949	7627	7627	15254	100000
MD-Medicine	300000	203390	No Refund	50847	22882	22882	45763	300000
MD-Microbiology	200000	135593	No Refund	33898	15254	15254	30508	200000
Dermatology/DDVL	200000	135593	No Refund	33898	15254	15254	30508	200000
MD-Anaesthesia	200000	135593	No Refund	33898	15254	15254	30508	200000
MD-Pathology	200000	135593	No Refund	33898	15254	15254	30508	200000
MD-Psychiatry	300000	203390	No Refund	50847	22882	22882	45763	300000
MD/MS Opthal	300000	203390	No Refund	50847	22882	22882	45763	300000
MS-Surgery	300000	203390	No Refund	50847	22882	22882	45763	300000
MD/MS/ENT	300000	203390	No Refund	50847	22882	22882	45763	300000
Diploma Ortho	500000	338983	No Refund	84746	38136	38136	76271	500000
MD-Radiology	500000	338983	No Refund	84746	38136	38136	76271	500000
MD-Dermatology	500000	338983	No Refund	84746	38136	38136	76271	500000
MS Orthopaedics	500000	338983	No Refund	84746	38136	38136	76271	500000
MD/MS/OBG	500000	338983	No Refund	84746	38136	38136	76271	500000
MD-Paediatrics	500000	338983	No Refund	84746	38136	38136	76271	500000
BDS	50000	33898	No Refund	8333	3814	3814	7627	50000
B.Tech.Engg.	50000	33898	No Refund	8475	3814	3814	7627	50000
MBA	100000	67797	No Refund	16949	7627	7627	15254	100000

4) Money received a part of Consultation / Registration fees, in case of cancellation of this MOU, is assured to be refunded **within 120 working** days and if such amount is given to third party, then the refund will be based on the receipt of money from the third party.

5) It is assured by the party of the first part that there will be no delay in refund of the amount given / transferred to third party, once it is received by Pathway Education Services from such party.

6) In case of any dispute arising due to delay in refund, it is brought to the notice of the party of the second part that it is Pathway Education Services responsible and not the undersigned counselor but the counselor will be responsible for arranging refund payment schedule.

vii) Save as, in case of any mis-communication by concerned Counselor, the responsibility will lie on the concerned Counselor.

10. Transportation

This will include the cost of Travel, Stay, Conveyance & other out of pocket expenses of The Client for visiting the recommended institutions by The Retainer. The Retainer will not be responsible for any of this cost or the Cost of Lodging or Boarding of the Client. The Retainer will also not claim any such expenditure from The Client.

11. Power to Bind

The Client, shall not have any power or authority to accept or enter into any verbal or written contract, undertaking or MOU for or on behalf of Pathway Education Services or to assume or create any obligation or responsibility expressed in the name of Pathway Education Services or to bind Pathway Education Services in any manner whatsoever.

12. Complete MOU

This MOU constitutes the full and complete understanding of the Parties hereto on the subject matter hereof. This MOU supersedes and terminates any and all prior MOUs written and or oral, express or implied entered into between The Client and Pathway Education Services as of the date hereof. This MOU shall not be amended or supplemented except by a subsequent written formal MOU or amendment bearing the signature of the both parties hereto.

13. Interpretation

This MOU shall be governed by and construed in accordance with the prevailing laws of Land (India).

14. Notices

Any notice required or permitted to be given hereunder shall be in writing and shall be personally delivered or sent by registered mail, postage pre -paid, to such party hereto at the registered address or such other address as such party notifies to the other in the same manner.

The agreement is governed by the laws of India, and in the event of any dispute, the parties agree to submit disputes solely to the jurisdiction of the courts of Vadodara only. This Memorandum of Understanding is made set and agreed to by parties, on this ___ day of _____, ____.

1.

Director,

In Person

2.

Head Counselor

