

Agreement to be executive between Existing ITGK, New ITGK & Service Provider

This agreement is executed today at -----on this -----day of -----among following

01. M/s -----having ITGK code -----and address -----
-----through its Proprietor/Partner/President/Karta/Managing Director/Other (specify) hereafter called as “**Existing ITGK**” which expression shall mean and include its successors and assignees)

02. M/s -----and address -----
-----through its Proprietor/Partner/President/Karta/Managing Director/Other (specify) hereafter called as “**Proposed New ITGK**” which expression shall mean and include its successors and assignees)

03. M/s -----Service provider of “Existing ITGK which expression shall mean and include its successors and assignees)

Whereas

An agreement was executed between Existing ITGK and Service provider to create and manage RKCL’s Authorized Information Technology Gyan Kendra’s (ITGKs) in the state of Rajasthan, empowered by authorization given by RKCL from time to time in this regard.

WHEREAS Existing ITGK has expressed its interest and desire to the Service Provider to run RKCL’s authorized ITGK with the terms and conditions contained in agreement including EOI document **under** the guidance of the SP as per RKCL norms applicable from time to time and further RKCL has approved authorization to existing ITGK.

Under existing agreement, the RKCL, ITGK and VMOU shall be responsible to conduct RS-CIT Course. RKCL has executed and may revise time to time if so required, an MoU with VMOU for necessary terms and condition for conducting the RS-CIT course through ITGK including examination, prescribing the curriculum, course delivery mechanism, internal assessment, Learning facilitation re-examination etc., and RKCL has also executed agreement with Service provider (SP) to create and manage ITGKs and sign agreement with ITGKs.

Each party shall fulfill its own responsibility towards providing services to the students for completing the course and retain its own part in course fee; however for course other than RS-CIT, RKCL may make necessary arrangement with Education Partners, Software providers, Course Material procurements, Content Providers or any other requisite arrangements as applicable

Now the New ITGK has approached to take over the existing ITGK and Existing ITGK owner wishes to transfer the existing ITGK to new ITGK . The Existing ITGK is having full legal right to transfer the ITGK .

New ITGK has agreed to run authorized ITGK of RKCL and adhere to the rules, policies and norms as designed and developed by RKCL from time to time and communicated through Service Provider, regarding all matters related to RS-CIT and any other programmes/courses including its curriculum, academic delivery methodology, course fees including Internal Assessment/examination fees and Re-Examination fees, Learning facilitation fee Course material charges, faculty Examination Fees, time-tables/schedules of batches, Examination dates, evaluation and certification methodology and SLA norms.

The New ITGK has understood and accepts that all the terms and conditions of original agreement as executed by and between Existing ITGK from whom he is taking ITGK and Service providers shall be as it is applicable on it and is duly accepted by him and shall be equally binding on both New ITGK and service providers.

Now the parties of this agreement is hereby confirm and agreed that:-

- a) The Existing and New ITGK (both) shall agree that any pending dues towards RKCL shall only be credited on latest bank A/c details available at the time of disbursement of ITGK share by RKCL under said ITGK code
- b) Existing ITGK shall be fully responsible or liable of all his past acts , however any financial recovery arises after ownership change shall be recovered from New ITGK by RKCL .
- c) Any Statutory liabilities arises regarding Income Tax, Capital Gain Tax, Service Tax, GST, ESI, PF, TDS ,VAT etc. shall be paid by mutual consent by both the ITGK , RKCL shall not be liable for any such defaults or liabilities .
- d) The New ITGK shall be liable to get admission in remaining period of calendar year to achieve minimum prescribed admissions to make eligible ITGK for renewal or shall be liable to pay any penalty due to short admission. Existing ITGK has disclosed the remaining Minimum admission count which needs to be done by New ITGK along with remaining period of next renewal.
- e) The blocked history of Existing ITGK shall not be counted for New ITGK .
- f) The Existing ITGK has informed New ITGK all his past credentials and penalty as levied by RKCL in the history of Existing ITGK including blockage of ITGK.
- g) In case of ownership change from Individuals to any other category such as Company, Partnership, AOP, Society, Trust, OPC, HUF then the Bank Details & PAN Number shall only be allowed of New ITGK (organization) only. These rules shall also be applicable from one organization to another organization changes other than from Individuals.

- h) The Existing ITGK shall not use the RKCL name or ITGK code or run the RKCL programmes in any other name or location with same code after acceptance of ownership change by RKCL.
- i) RKCL may change the Ownership change fee from time to time as per need to business.
- j) In case of New ITGK is other than Individual a Board Resolution/Consent letter of another Partner is must to give effect or taking over the business of Existing ITGK.
- k) The New ITGK shall provide pending services to all Learners who were registered by Existing ITGK.
- l) The terms of Existing agreement between Existing ITGK and Service Providers shall be equally applicable on New ITGK

01. Seal & Signature of Existing ITGK

02. Seal & Signature of New ITGK

03. Seal & Signature of Service Provider

Witness-:

01.

02.