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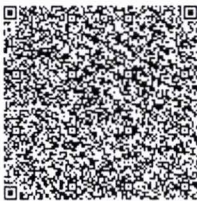
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INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK68758007505771X
Certificate Issued Date : 15-Jan-2025 11:36 AM
Account Reference : NONACC (SV)/ uk1313304/ DOIWALA/ UK-DH
Unique Doc. Reference : SUBIN-UKUK131330444662875571559X
Purchased by : SWAMI RAMA HIMALAYAN UNIVERSITY SRHU
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : NA
Consideration Price (Rs.) : 0
 (Zero)
First Party : DATA MATRIX EXPERT PRIVATE LIMITED
Second Party : SWAMI RAMA HIMALAYAN UNIVERSITY SRHU
Stamp Duty Paid By : SWAMI RAMA HIMALAYAN UNIVERSITY SRHU
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



योगेश पाण्डे
 स्टांप विक्रेता
 देहरादून



Statutory Alert

1. The authenticity of this Stamp certificate should be verified at www.shilestamp.com or using e-Stamp Mobile App of State Holders. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

SERVICE AGREEMENT

This SERVICE AGREEMENT is made on this 15th day of January, 2025

By and between:

M/s Data Matrix expert Private Limited, a company registered under the Companies Act 2013, having its registered office at Address: C- 86 PANNU TOWER, PHASE 7 INDUSTRIAL AREA, Chandigarh Sector 55, S.A.S. Nagar (Mohali), Rupnagar-160055, Punjab represented by its Director, Dr. Anuj Bhardwaj (hereinafter called as 'Consultants'). (which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives, administrators, successors and assigns)

AND

Swami Rama Himalayan University (SRHU), a University established under section 2(f) of UGC Act and incorporate under Uttarakhand Private University Act (Act no. 2 of 2024) having its registered office at Swami Ram Nagar, P.O. Jolly Grant, Dehradun, Uttarakhand 248016, represented by its Registrar, Dr. Mukesh Bijalwan (hereinafter called as 'Clients').

(which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives, administrators, successors and assigns)

Both the Data Matrix Expert Pvt Ltd and Swami Rama Himalayan University (SRHU), Dehradun may each be referred to individually as a 'Party' and collectively as 'the Parties'

RECITALS:-

- A. **WHEREAS** the Clients is a University which is providing Education and Hospital Care Services by the creation and dissemination of knowledge through education, research, innovation and technology besides providing multidimensional humanitarian opportunities.
- B. **WHEREAS** the Consultants is a company which is providing consultancy services in the field of Technology & Education.
- C. **WHEREAS** the Consultants have been approached to provide complete consultancy services and to work as "NODAL AGENCY" to co-ordinate for the services detailed below.



D. **WHEREAS** the Consultants have agreed to provide consultancy services on the terms and conditions mentioned hereinbelow.

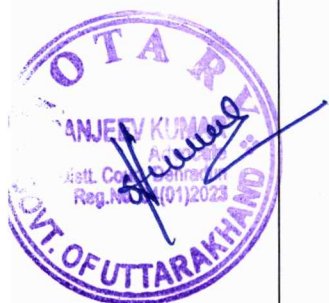
ACCORDINGLY, the Parties hereto, desirous of reducing all the terms and conditions into writing by executing this Service Agreement, out of their free will, for mutual covenants and considerations (the sufficiency of which are hereby acknowledged) set out in details in this Agreement.

NOW THIS INDENTURE WITNESSED AS UNDER:

1. THE SERVICES/DELIVERABLES

1.1 That Subject to various terms and conditions detailed hereinafter, the Parties hereto agree that the Consultant shall provide complete consultancy services to the client and shall work as "NODAL AGENCY" to co-ordinant for the services detailed as under:

Year	Services
2024-25	1. NIRF 2025 including SDG category 2. UGC-Deb-Online Programs (Jan 2025) 3. QS I-GAUGE 4. NAAC AQAR-2024-25 5. QS Asia University Rankings preparation 6. Research Collaboration 7. 12B application support 8. Website support
2025-26	1. NIRF 2026 including SDG category 2. NBA- as per eligibility of the programs 3. UGC-Deb-Online Programs 4. NAAC AQAR-2025-26 5. QS Asia University Rankings 6. QS World University Rankings preparation 7. Research Collaboration



	8. Website support
2026-27	1. NIRF 2027 including SDG category 2. NBA- as per eligibility of the programs 3. NAAC AQAR-2026-27 4. UGC-Deb-Online Programs 5. QS Asia University Rankings 6. QS World University Rankings 7. Research Collaboration 8. Website support

1.2 That a detailed schedule of each service with timeline to be provided before start of every Academic session is annexed as **Annexure 1** of this agreement.

2. PERIOD OF CONSULTANCY:

2.1 That this service agreement shall remain in force for a period of 3 (three) years and shall be deemed to be came into effect from **1st of January 2025**.

3. TERMINATION

- 3.1 That Client may terminate this Agreement at any time prior to the completion of the term upon issuance of a prior written notice of 30 days to the other Party.
- 3.2 That the consultant may terminate this agreement only in the event of material breach of this agreement by the client after giving 60 days prior written notice to cure the breach.
- 3.3 That in the event of termination of this Agreement, the Consultant shall return all the information/data & documents (pertaining to services) in its custody/possession to the Client within 7 (Seven) working days.
- 3.4 That the obligation of confidentiality and limitations of use shall continue beyond completion/termination of the term of this Agreement.

4 AMENDMENT TO THIS AGREEMENT

This Agreement may not be amended except in writing and signed by both parties.



5 FEES:

5.1 That the Consultants shall be paid the fees as under:

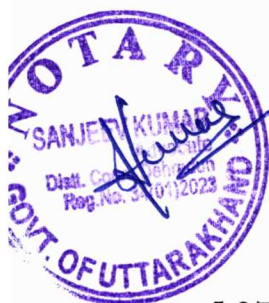
Retainership amount	₹150,000 + GST per month The amount will be paid every month between 1st to 10th day
Account Details	Bank Name: ICICI BANK LIMITED, Chandigarh Beneficiary Name: DATA MATRIX EXPERT PRIVATE LIMITED Account Number: 777705218877 IFSC Code: ICIC0000403 GSTIN: 03AAKCD0810G1Z9 Address: NO - C- 86 PANNU TOWER, PHASE 7 INDUSTRIAL AREA, Chandigarh Sector 55, S.A.S. Nagar (Mohali), Rupnagar-160055, Punjab
Payment Terms	1. Advance Retainership amount of 2 months i.e., ₹300,000 + GST shall be paid as a Signing Amount to this agreement. 2. After signing of service agreement, regular installments will be paid to the consultant as per the agreed schedule.

5.2 That in case the consultant visits the University campus, Travelling Allowance and accommodation will be paid by the university, as per actuals, subject to maximum payment of Rs. 12,000/- for travelling allowances and 5000 for Accommodation, incase accommodation is not provided by the University.

5.3 That all expenses such as Accommodation, Ticket expenses incurred by the Consultants, to travel for work would be borne by the Clients subject to its prior approval from the client.

5.4 That in case the Clients require any additional services to be provided for the present project over and above what has been specified above, the client shall pay additional amount for such additional services as may be mutually decided by both the parties.

5.5 All the incidental charges, if any, will be borne by the client.



5.6 That upon termination or completion of this Agreement, the Consultant shall be obligated to refund the advance amount, subject to adjustments for any outstanding payments from the Client.

6 OBLIGATIONS OF THE PARTIES

6.1 That the Consultants shall have following obligations: -

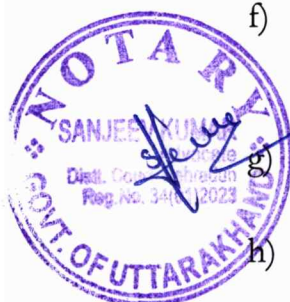
- a) That the Consultants shall implement the project as per the requirement of the University.
- b) That the Consultant shall assist the client to prepare all the documents relating to above mentioned services and shall be responsible for the preparation of the same, with raw data being provided by the Client.
- c) That the consultant shall be responsibility for getting the accreditation/approval of all the above-mentioned services only.
- d) That the Consultants shall attend and participate in the meetings with University in regard of the services mentioned in this agreement.
- e) That the consultant shall provide all material, reports & plans in soft copy along with hard copy to the client promptly after the execution of this agreement.
- f) That the consultant shall also train the concerned employees of the client with regard to preparation, documentation and filing for the services mentioned in this agreement.
- g) That the consultant shall promptly reply to the quires of the client and shall provide his opinion with regard to the quires.
- h) That the consultant shall travel for the work of the client in regard of the services mentioned in this agreement.
- i) That the consultant shall take the work of the client on priority basis and coordinate with the employees deputed by the client in this regard.
- j) That the consultant shall provide all the support and assistance to the client in regard to the services/project mentioned above.

6.2 That the Clint shall have following obligations: -

- a) That the client shall make timely payment as per the payment terms of the agreement.

7 CONFIDENTIAL INFORMATIONS

That for the purpose of preventing the unauthorized disclosure of Confidential Information the parties shall be bounded with a separate 'Non-Discloser Agreement (NDA)' executed with this Service Agreement.



8 REPRESENTATIONS AND WARRANTIES

8.1 Each Party make the following ongoing representations and warranties that:

- a) It has the right to enter into this Agreement, duly authorized by necessary approvals/sanctions as per its constituent documents/Charter/Bye-laws etc.
- b) No claim, lien, or action exists or is threatened against either Party that would interfere with the other Party's right under this Agreement.
- c) To the best of its knowledge, its performance or requirement, respectively, of the Services and/or furnishing of Deliverables will not violate the intellectual property rights of any person or entity.
- d) The Parties have the unencumbered right to perform or request the Services under this Agreement.

8.2 The Consultant represents and warrants to the Client that the Consultant shall perform the Services in a timely, professional and workmanlike manner.

9 INDEMNITIES

Consultants ("Indemnitor") agrees to indemnify, defend and hold harmless the client ("Indemnitee") from and against any and all losses, liabilities, claims, obligations, costs, expenses arising from the following:

- a) The negligence, fraud, misrepresentation or misconduct of the Indemnitor, its officers and employees;
- b) The failure by the Indemnitor, its officers and employees to comply with applicable laws;
- c) Any breach of this service contract/agreement by the indemnitor or its staff;
- d) Any act or omission of Indemnitor and its staff (including any negligence, unlawful conduct or willful conduct) relating to this service contract/agreement or arising as a consequence of the performance or non-performance of service contract/agreement.

10 RELATIONSHIPS

10.1 That the relationship between the parties shall be purely that of a Client and Consultant. The Consultants have no Commercial interest in the project except for the payment of its fees and rendering of service.



10.2 The execution of this Agreement shall not create any agency, partnership, joint venture, association or any other relationship between the parties' other than as independent contracting parties

11 INTEGRATION

That this Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings.

12 ASSIGNABILITY AND SUBLETTING

12.2 That neither Party shall have the right to transfer or assign its rights or obligations under this Agreement, without the prior written consent of the other Party.

12.3 That the Consultant shall not sublet the work undertaken under this Agreement to any sub-contractor, without the prior written consent of the Client.

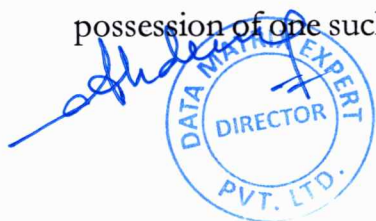
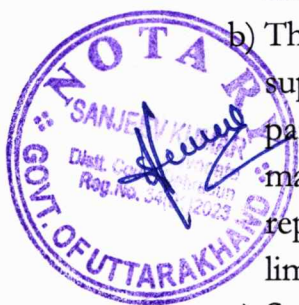
13 MISCELLANEOUS CLAUSES

a) **Non-Waiver:** Failure to insist upon strict compliance with any provision of this Agreement shall not be deemed waiver of such provision or any other provision hereof.

b) This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, negotiations and commitments between the parties related to the subject matter, and shall not be changed or modified in any manner, except by mutual written consent signed by duly authorized representatives of each of the parties. Nothing in this Agreement shall exclude or limit Receiving Party's liability for fraud.

c) **Severability:** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

d) This Agreement may be executed in 2 (two) counterparts (Executed on Rs. 100/- Non-Judicial Stamp Certificate No. IN-UK68757545511304X & IN-UK68758007505771X), each of which shall be an original and with each Party in possession of one such original, but both together shall constitute one instrument.



14 GOVERNING LAW & DISPUTE RESOLUTION

14.1. That in case of any dispute, the parties agree to resolve any dispute/controversies/differences which may arise out of or in relation to or in connection with this agreement, or for the breach thereof informally on mutual consensus.

14.2 This Agreement shall be construed, interpreted, and governed by the laws of India and shall be subject to the exclusive jurisdiction of the Courts at DEHRADUN, UTTARAKHAND, alone.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands, in the presence of witnesses signing as such, on the day, month and year first hereinafter written.

CONSULTANT

CLIENT

Signature:

Name:

WITNESSES

1. Director Academics
2. Planning
Data Matrix Pvt Ltd

Signature:

Name:

Prateek Dhyani
Coordinator Registrar Office
SRHU

2.

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ATTESTED

SANJEEV KUMAR, Advocate & Notary
Dehradun (Uttarakhand) INDIA
Reg. No. 84(01)/2023