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This Agreement is made and entered into as of 7/Nov/2024 by and between:-

**INFO EDGE INDIA LIMITED**, a company duly incorporated under the Companies Act having its registered office at B-8, SECTOR-132, NOIDA, Gautam Buddha Nagar, Uttar Pradesh, 201304 henceforth referred to as the "Company" through Mr. Pradeep Kumar, EVP and Head, **Quadrangle** **Quadrangle** is the business division of Info Edge (India) Limited shall be doing the business mentioned in the agreement through "Quadrangle" division

AND

**Shree Guru Gobind Singh Tricentenary University** having its Campus at Budhera, Gurugram-Badli Road, Gurugram, Haryana through its authorized representative Registrar, SGTU.

The parties shall individually referred to as a "Party" and collectively as "Parties".

WHEREAS

- A. SGT University is a leading educational institution. The University has established itself as a high-quality education provider with prime focus on holistic learning and imbibing competitive abilities in students.
- B. Quadrangle is the business division of Info Edge (India) Limited and is inter alia engaged in the business of providing executive search services and represents that it has adequate experience, skills and resources for provision of the above said services hereinafter referred to as "Quadrangle or Consultant".
- C. Pursuant to its requirement, the SGT University is desirous of availing/subscribing to the recruitment services and solutions of the Consultant for contingent searches of resources as and when requested and the Quadrangle has agreed to execute search on behalf of SGT University hereon to be referred to as the 'SGT University' / 'SGT University'

WHEREAS, in consideration of the mutual understandings contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed between the Parties to this agreement as follows:

#### 1) ENGAGEMENT & SCOPE

- The Consultant would require a brief/job description from the SGT University according to its requirement.
- The Consultant shall maintain a strong database of candidates in the domain areas and skills which are agreed upon and conduct search for candidates in required domain and skill areas.
- The Consultant will screen the candidates against job specifications and forward only eligible profiles for short listing.

**Registrar**  
**SGT University**  
**Budhera, Gurugram**

**A Division of Info Edge (India) Ltd.**

**Corporate Office :** B-8, Sector - 132, Noida - 201304, Tel.: 0120 - 3082000  
E-mail : [contactus@quadrangle.in](mailto:contactus@quadrangle.in) URL : <https://www.quadrangle.in> CIN No : L74899DL1995PLC068021

**Regd. Office :** Ground Floor, 12A, 94, Meghdoot, Nehru Place, New Delhi-110019



- The Consultant will verify all credentials about the candidate's personal information like date of birth, address, qualifications and past work experience before referring the candidate to COMPANY.
- The Consultant shall brief candidates on the role prior to submitting their applications to COMPANY.
- The Consultant will assist in calling candidates and scheduling interviews of the shortlisted candidates.
- The Consultant will facilitate in the final short-listing, final interview / selection and compensation discussion, if required by SGT University.
- The Consultant will ensure adequate follow up with selected candidates post offer till on-boarding and keep the SGT University posted of developments, if any, promptly.
- Consultant will not use the SGT University's logo without explicit written approval from the SGT University.
- The Consultant shall not share / distribute / transfer information about candidates referred to the SGT University or information about the SGT University's employees in their possession beyond such Consultant employees/personnel dedicated to Services envisaged in this Agreement.

## 2) TERM AND TERMINATION

It is hereby agreed that this Agreement shall be valid for a period of one (1) year from the date of execution hereof. This Agreement may be terminated by either Party by giving the other Party a thirty (30) days written notice. The term of this Agreement may be extended by such further period as may be mutually agreed upon by the Parties in writing.

If either Party (the 'Defaulting Party') at any time commit any breach of any terms, covenants or representations herein contained and shall fail to remedy any such breach within seven (7) days after written notice given hereof by the other Party (the 'Non-Defaulting Party') to remedy the said breach, the Non-Defaulting Party shall have the right to terminate this Agreement forthwith.

- 3) **FEE STRUCTURE** - Permanent placement fee will be as follows and will be calculated on annual compensation paid to the candidate:

Mandate	Sign Up	Guarantee Period
Others	10%	180 days
Vc role	15%	180 days

The search will be deemed to have been completed upon the candidate joining the SGT University. In addition to the professional search fee, GST @18% (IGST or CGST+SGST, as applicable) will be

  
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Budhera, Gurugram





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levied as per government regulations for positions closed in India / for which interviews were conducted in India. Any change in the said regulation will be applicable at the time of invoicing.

- 4) **ANNUAL COMPENSATION** - For the purpose of calculation, the annual compensation will include Basic Salary, House Rent Allowance, Annualized value of car and loans, medical, retrials, PF, Gratuity and all other cash and bank allowances as per the appointment letter
- 5) **GUARANTEE** - Quadrangle offers a guarantee from the date the candidate starts their employment with the SGT University. If the Quadrangle candidate leaves the SGT University's company for any reason (other than redundancy, climatic or natural disasters, war, riots) within the guarantee period or do not join the SGT University's organization after accepting employment/offer letter, in either case the Consultant will undertake to replace that candidate within 30 days from the date of candidate leaves SGT University's company for which Consultant shall incur the complete cost, provided the fee is paid in accordance with the terms of payment. SGT University would inform the Consultant regarding the same through email & Consultant would start the recruitment process within 2 working days of receiving mail from the SGT University This Guarantee clause isn't applicable if the SGT University asks the candidate to leave the SGT University organization.
- 6) **REFERENCE** - If the SGT University or any of its associated / subsidiary companies recruits a candidate introduced by Quadrangle within a period of one year for any position from the date of introduction / candidate brief discussion / resume submission, the SGT University is liable for payment of the full search fee to Quadrangle.
- 7) **DUPLICATION** - On receiving a resume from Quadrangle, the SGT University will need to inform the Consultant within 3 working days whether it is a duplicate i.e. whether the SGT University has already received the resume from some other source. Duplication cannot be informed post the interview stage.
- 1) **RETAINERSHIP** – An initial retainer fee of INR 1,00,000 is payable as an advance at the time of initiation of the mandate.
  - a. Payment- 30 Days from Invoicing
  - b. Scope of Work – Mutually agreed between SGT University and Quadrangle (Proper Job description supported by the SGT University, Inputs for ideal search of candidates, Timeline, Interview dates, closure, / offer etc)
  - c. The amount can be adjustable against search for two mandates.
  - d. This amount is non-refundable. It is the intent between both the parties that Quadrangle and the SGT University are committed to invest in the said position on an exclusive basis. Quadrangle shall be liable to close the mandates assigned on a priority basis within a mutually agreed terms
- 2) **INVOICING** - The invoice for services rendered will be raised on the day of the successful candidate's commencement of employment with the SGT University.
- 3) **PAYMENT TERMS** - Payment will be made within 30 days from the invoice issue date.
- 4) **INDEMNITY** - Notwithstanding anything under this Agreement, both Parties hereby agree to indemnify, defend and hold harmless each other and its affiliates and their respective officers, directors, employees, agents, successors and permitted assigns from and against any and all losses,

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liabilities, costs, expenses, claims, penalties, judgments and damages (including reasonable attorney's fee) resulting from or arising out of or in connection with the any negligence or intentional breach of the representations, warranties, covenants contained in this Agreement. This clause shall survive expiry or termination of this Agreement.

- 5) **DATA PROTECTION** - SGT University shall be solely responsible for its use/misuse of personal information pertaining to individual jobseekers accessed and archived by the SGT University under this Agreement. This clause shall survive termination of the Agreement.
- 6) **DISCLAIMER** - Quadrangle endeavors to provide accurate background on candidate's qualifications and experience. However, these details are based on the information made available to us by candidates and referees and, because of this; no responsibility can be accepted for errors, omissions or incorrect conclusions. Whilst Quadrangle endeavors to submit candidates that are suitable for the SGT University needs, Quadrangle cannot accept liability on behalf of ourselves, our servants or agents for any loss or damage or other costs irrespective of how they are caused which a SGT University may suffer or for which a SGT University may become liable arising out of or in connection with that introduction of our candidate to the SGT University company.
- 7) **CONFIDENTIALITY** - All information, documents and curriculum vitae exchanged between the SGT University and Quadrangle will be treated as strictly confidential and are the exclusive property of the SGT University. Each party agrees that, the recipient party shall use the same means it uses to protect its own confidential and proprietary information, but in any event not less than reasonable means to prevent the disclosure and to protect the confidentiality of the Confidential Information. Further, the recipient party shall only use the Confidential Information for purposes of this Agreement, and shall not disclose the Confidential Information without the prior written consent of the other party.  
This clause shall survive expiry or termination of this Agreement
- 8) **JURISDICTION:** Courts at Gurugram, Haryana, India alone shall have jurisdiction to decide any dispute arising out of this agreement.

9) **MISCELLANEOUS PROVISIONS**

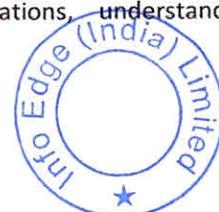
- The Parties are entering into this Agreement on a principal-to-principal basis only and that this Agreement does not connote any relation such as that of an agent, employee, etc. amongst the Parties herein.
- Till the validity of contract, the Consultant shall not solicit or poach the employees (including the referred candidate), representatives of the SGT University, directly or indirectly, to work elsewhere. In the event of violation of this Clause, the SGT University shall be entitled to terminate the Agreement. The Parties hereby acknowledge and agree that this clause shall have no effect if the aforementioned employees or representatives of SGT University have shared their profile(s) with a recruitment service provider for the purpose of seeking employment.
- No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by the Party against whom enforcement thereof is sought.
- This Agreement constitute the entire agreement between the Parties and supersedes all and any previous agreements, promises, representations, understandings and

  
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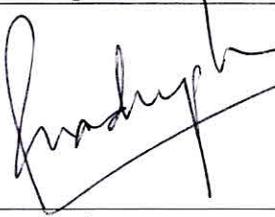
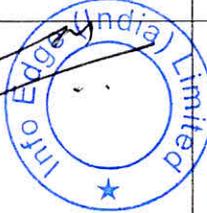
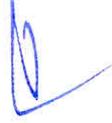
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negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

For Info Edge (India) Limited, doing business as "Quadrangle"	For SGT university
 	 <b>Registrar</b> <b>SGT University</b> <b>Budhera, Gurugram</b>
Name: Pradeep Kumar	Name: <i>Dr. Jaginder Yadav</i>
Designation: EVP & Head - Quadrangle	Designation: <i>Registrar</i>
Date:	Date:

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