

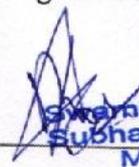
- p. Arrange job fairs in the University as well as other places based on mutual consent for facilitating apprenticeships and placement to trained and certified students under Workx Integrated Programs
- q. To collect the program fee from students who join internships/ apprenticeships/jobs on successful completion of the Workx Integrated Programs

1.7 Responsibility of the University ("University Responsibilities")

During the term of the Agreement, the University will be responsible:

- a) To nominate one Officer / Academician as a single point of contact for all activities under the Agreement;
- b) To provide support required by the Service Provider on academic matters;
- c) To include these set of Workx Integrated Programs in all advertisements (admission notifications and otherwise) and other communication material;
- d) To include Workx Integrated Programs in the University prospectus and make suitable arrangements for facilitating student admission to Workx Integrated Programs after purchasing the prospectus;
- e) To promote the Workx Integrated Programs at the affiliated colleges, regional centers, study centers and other student interaction points of the University;
- f) Evaluation of assessments, assignments, questions papers (wherever they cannot be digitally evaluated);
- g) To coordinate with affiliated colleges for promotion of the Workx Integrated Programs
- h) To facilitate enrollment and fee collection in Workx Integrated Programs program.
- i) To facilitate space during the job fairs/ placement drives as mentioned in Clause 1.5 above
- j) To arrange logistics, stay, travel etc for the Corporate hiring teams when they visit the University (or the places mutually decided) for conducting campus placement drives for the students.
- k) To conduct the examinations for the programs;
- l) To extend support in Course Design and securing necessary approvals for launching new Courses
- m) To declare results and print marks sheets, certificates etc.;
- n) To provide other services as is provided to all students of the University such as changes in name, provisional certificates etc.
- o) Other issues related to the conduction of the Workx Integrated Programs.



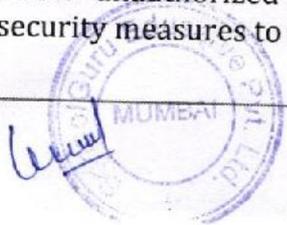

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1.8 Service Development Guideline

- a. The Services for Workx Integrated Programs will be developed by the Service Provider following the broad guidelines provided below:
 - i. The language of communication/teaching will be English (or as appropriate). The content will be provided in other medium for specific Courses;
 - ii. As the Content has to cater to the online and offline audience, the lectures will be precise, crisp and easy for a student to understand, as can be reasonably expected from Workx Integrated Programs;
 - iii. Highest ethical standards will be adhered to and the lecture will not criticize or discriminate any Individual /Group /Organization /Caste /Religion /Nation;
 - iv. Clear explanation will be provided for all the technical terms, along with their meaning and abbreviations
 - v. Service Provider shall organize for On-Job trainings and placement for the enrolled students, preferably in the home state of the University; however, the service provider shall also aggregate such open positions from corporates across the country

1.9 Use of Services

- a. The University will undertake and use the Services in accordance with this Agreement as well as any instructions or procedures as may be agreed by the Parties from time to time.
- b. The Service Provider will provide access to the Service only to Students admitted to the Workx Integrated Programs.
- c. The University agrees and undertakes that it shall not, without the written consent of the Service Provider:
 - i. Use or allow any other person to use the Service or the Content as part of a network or contrary to any other restrictions contained in this Agreement;
 - ii. Translate or adopt the Service or the Content for any purpose or create any work delivered from the said Service;
 - iii. Transfer or license or rent out all or any of the Service to any other person;
 - iv. Make any alterations or additions to the Service or the Content;
 - v. Permit the whole or any part of the Service to be combined or mixed up with any other course either by the University itself or by any third party in collaboration with the University;
 - vi. Permit itself or others to decompile, reverse - engineer or disassemble the Service or any part of the Content except to the extent allowed by applicable law;
 - vii. Make or permit others to make any copies of the Content or part thereof;
 - viii. Allow unauthorized access, use or copying and shall maintain adequate security measures to safeguard the Service and the Content.



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1.10 Co – Operation

Except as otherwise provided elsewhere in this Agreement, each Party ("**Providing Party**") to this Agreement undertakes promptly to provide the other Party ("**Receiving Party**") with all such information and co-operation which the Receiving Party reasonably requests, provided that such information and co-operation:

- i. Does not require material expenditure by the Providing Party to provide; and
- ii. is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement; and
- iii. is not Confidential Information; and
- iv. is capable of being provided by the Providing Party

1.11 Service Quality

The University and the Service Provider shall constitute a joint committee called Content Quality and Review Committee (Quality Committee) for the periodic review of the service (twice a year). Two members of the five-member committee will be nominated by the Service Provider and Three members by the University. The committee may offer suggestions for the improvement of the service that will be incorporated by the Service Provider thereafter. The Quality Committee will also be responsible for review and approval of content that is designed as part of a Course.

2. Fees

In consideration of providing the Services, the Service Provider shall get 75% of the fees being paid by the students for all the said Courses; the remaining 25% shall be paid to the University as its share of fees. The method of payment shall be as follows:

Non Engineering students

- a. **Registration Fee** : Rs 500/- + GST Payable at the time of registration
- b. **Course Fee** : Rs 9500/- + GST Payable in two instalments
- c. **Method of Payment:** The fees paid by the student shall be paid directly at the payment gateway set up by the Service Provider directly. The service provider shall split the course fee and remit the University share of course fees at the end of every month to the University.

3. Breach & Rectification

- a. In the event that either Party believes that the other is in material breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement by




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- (i) Serving a Sixty (60) days' notice for curing this material breach. Any notice served pursuant to this Article shall give reasonable details of the Material Breach.
- (ii) If the Material Breach is not rectified within this period of 90 days, the aggrieved Party will have the option to terminate the Agreement with a 30 days' notice for termination.

4. Termination due to Bankruptcy

4.1 Termination Notice

Either Party may serve written notice of at least 3 months on the other at any time to terminate this Agreement in the event of a reasonable apprehension of bankruptcy:

- (i) Each Party shall in the event of an apprehension of bankruptcy immediately inform the other Party well in advance (at least 3 months) about such a development;
- (ii) Conversely if a Party apprehends a similar event regarding the other Party, they can exercise the right of termination in the manner stated hereinabove.

4.2 Effect of Termination

Upon the termination of this Agreement, the Service Provider shall continue to render its Services to all those Students who have enrolled themselves for Workx Integrated Programs until the expiry of the term of this Agreement. In the event, if the duration to complete the Course(s) enrolled by the Student(s) exceeds beyond the Term of this Agreement, the Service Provider shall continue to render its Services for an additional period ("**Additional Period**") permitted by the University to complete the Course(s) enrolled by such Student(s).

During this Additional Period, the University will provide necessary support to the Service Provider including but not limited to, providing requisite work space as specified in Clause 1.5 to this Agreement, participation in the duly appointed Quality Committee and Examination Committee, Conduction of examinations, issue of certificates to the enrolled Students and to maintain the requisite approvals till the completion of this Additional Period.

The Service Provider guarantees to the University that it shall not invite nor make any further admissions to the Workx Integrated Programs during the course of this Additional Period.

For rendering its Services during the Additional Period, the Service Provider will be entitled to receive the requisite revenue share of the fees as provided under Clause 4 of this Agreement.




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On the termination of this Agreement or upon the expiry of the Additional Period, as aforesaid, the University shall stop the use of the Service and the Content, developed by the Service Provider and shall return the same to the Service Provider forthwith, along with all documentation copies related to the Service. However, notwithstanding anything that may be contrary to this para, the copyright of the Core materials including the SLM shall be retained by the University and the right of the Service Provider to use these materials shall cease to exist forthwith.

5. Dispute Resolution

- a. This Agreement shall be interpreted and construed in accordance with the laws of India.
- b. Any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof, which cannot be resolved through mutual discussions, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. In the event the Parties are unable to agree on who the sole arbitrator will be, the dispute shall be finally settled by a sole arbitrator, appointed pursuant to Section 11 of the Arbitration and Conciliation Act, 1996. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Bhopal, India. Each Party shall bear their own costs and expenses, incurred in connection with the arbitration proceedings.

6. Indemnification

- 6.1 Each Party shall indemnify and hold the other Party harmless from third party claims arising from or related to:
 - (a) A breach of the terms of this Agreement; or
 - (b) A violation of any Applicable Law.
- 6.2 The foregoing is, however, conditional upon the aggrieved party ("**Indemnified Party**") (i) notifying the party in breach ("**Indemnifying Party**") in writing and in detail without undue delay, (ii) authorizing the Indemnifying Party to conduct any judicial proceedings with such third party on its own, and (iii) providing the Indemnifying Party (at the expense of the Indemnifying Party) with any reasonable assistance so that the Indemnifying Party can defend such third party claims.

7. Protection & Limitation

7.1 Warranties

- a. Both Service Provider warrants and represents to the University that:



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- (i) it has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
 - (ii) this Agreement is executed by a duly authorized representative of Service Provider;
 - (iii) it shall discharge its obligations under this Agreement with due skill, care and diligence.
- b. The University warrants and represents to the Service Provider that:
- (i) it has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
 - (ii) this Agreement is executed by a duly authorized representative of Service Provider;
 - (iii) it shall discharge its obligations under this Agreement with due skill, care and diligence.

7.2 Limitation of Liability

Notwithstanding anything to the contrary elsewhere contained in this Agreement between the parties, neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages

- a. The aforementioned liability limitations shall include claims against employees of, subcontractors of, or any other persons authorised by either Party.

7.3 Force Majeure

- a. Neither Party to this Agreement shall be liable to the other for any loss or damage which may be suffered by the other, due (directly/indirectly) to the extent and for the duration of any cause beyond reasonable control of the Party unable to perform due to ("**Force Majeure**") events such as but not limited to acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, communal clashes, incidents of violence, lock-outs beyond its control, labor disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article.
- b. The Party seeking to rely on Force Majeure shall promptly, within 2 days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense with particulars detailed in writing to the other Party and shall demonstrate that it has and is taking all reasonable measures to mitigate the events of Force Majeure.




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8. Intellectual Property

- a. Each party owns, and will continue to own all rights, title and interests in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this Agreement, or that it created or acquired independently of its obligations pursuant to this Agreement (collectively, "**Preexisting Works**"). All rights in Preexisting Works not expressly transferred herein are reserved to the owner.
- b. Specifically, all Intellectual Property including Software and Base Content created by the Service Provider at its cost is considered as Preexisting Works and will continue to be the exclusive property of the Service Provider. SLM will remain the exclusive property of the University, other than to the extent it has permitted to be used by the Service Provider under this Agreement for delivery of services exclusively to the students of the University.
- c. The course content designed, developed and created as per of this agreement through joint efforts shall be under joint ownership of university and service provider.

9. Miscellaneous

- a. Independent Contractor - Personnel assigned by Service Provider to perform the Services shall be employees of Service Provider, and under no circumstances will such personnel be considered employees of the University. Service Provider shall have the sole responsibility for supervision and control of its personnel. The personnel are under the direct control and disposal of the Service Provider in respect of execution of the services forming part of the responsibilities assigned to the Service Provider. Service Provider shall have the sole responsibility for payment of such personnel's entire compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all applicable laws.
- b. Trademarks, Publicity - Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either along or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed.
- c. Assignment - This Agreement and the rights and obligations contained herein may not be assigned by either Party without the written consent of the other Party.



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- d. Severability - If any provision of this Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question, which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.
- e. Advertisement - the University agrees to consider granting rights to the Service Provider to use the University's name and any marks associated with it. This right shall cease to exist upon (i) the expiry of the Term of this Agreement or (ii) the completion of Services that are required to be rendered by the Service Provider pursuant to this Agreement. The Service Provider shall exercise such rights only with respect to the Services that are agreed to be rendered by the Service Provider to the University pursuant to this Agreement.
- f. Delays or Omissions - No delay or omission to exercise any right, power or remedy accruing to any Party, upon any breach or default of any Party hereto under this Agreement, shall impair any such right, power or remedy of any Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this in the Agreement, or by law or otherwise afforded to any Party shall be cumulative and not alternative.
- g. Compliance with Laws & Regulations - Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to it) at all times comply with all Applicable Law. For the avoidance of doubt the obligations of the Parties to this Agreement are subject to their respective compliance with all Applicable Law.
- h. Entire Agreement - This Agreement and all schedules appended thereto constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein.
- i. Survivability - The termination or expiry of this Agreement for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.



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- j. Amendment - The Parties acknowledge and agree that amendment to this agreement shall be made in writing on mutual consent. Any such amendment made in writing shall be binding upon the Parties.

10. Notices

(a) Any notice required to be given by any party hereto to the other under this Agreement or in law shall be issued in writing and sent either by facsimile, email, registered post acknowledgement due or by hand delivery at the details given below:

Party of the First Part (SERVICE PROVIDER)

Address : SchoolguruEduserve Pvt. Ltd, 903, Western Edge II,
WE Highway, Borivali East, Mumbai - 400066

Email address : corporate@schoolguru.in

Party of the Other Part (UNIVERSITY)

Address : Swami VivekanandSubharti University,
Meerut, Uttar Pradesh-250005

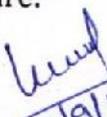
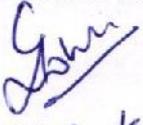
Email address : registrar@subharti.org

(b) A notice to a party must be addressed to that party at the address mentioned above or such other address as may be notified.

(c) A notice sent by mail or delivered by hand is effective upon receipt.

(d) A notice sent by facsimile or email is effective upon receipt of confirmation of successful transmission to the recipient unless it transmitted after the close of normal business hours, or on a Saturday, Sunday or a public holiday, in which case it is effective on the opening of business on the next business working day at the intended place of receipt.

IN WITNESS WHEREOF the Parties have by duly authorized representatives set their respective hands and seal on the date first above written in the presence of:

<p>Signed and delivered for and behalf of SchoolguruEduserve Pvt. Ltd. Signature:   Name: Mr. Vipendra Singh, Sr. Vice President Date: 27.09.19</p>	<p>Signed and delivered for and behalf of Swami VivekanandSubharti University Signature:   Name: Mr. D.K Saxena Registrar Date: 27.09.19</p>
<p>In the presence of  GEETIKA KOHLI A.V.P. Schoolguru Eduserve</p>	<p>In the presence of:  27/09/19 (JAGDEEP SHARMA) PLACEMENT OFFICER</p>

Annexure A

List of courses

Courses for Non - Engineering Courses

The list of courses that will be launched, together is provided below. This list maybe modified by mutual consent.

Name of the Course	Total Course Fees (Rs)
Work*Integrated Diploma in Retail	10000/- + GST
Work*Integrated Diploma in Manufacturing	10000/- + GST
Work*Integrated Diploma in IT/ITES	10000/- + GST
Work*Integrated Diploma in BFSI	10000/- + GST
Work*Integrated Diploma in Micro-Finance	10000/- + GST
Work*Integrated Diploma in e-Commerce	10000/- + GST



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SERVICES AGREEMENT

For

Work^x Integrated Programs

Between

Swami Vivekanand Subharti University

Meerut - Uttar Pradesh

And

Schoolguru Eduserve Private Limited

903, Western Edge II,
Western Express Highway,
Borivali (E), Mumbai - 400066

September 2019



महाराष्ट्र MAHARASHTRA

2019

VT 591769

पधान मुद्रांक कार्यालय, मुंबई
प.मु.नि.स. / 000096
13 SEP 2019
सक्षम अधिकारी

Services Agreement

श्री. सी. टी. आंबेकर

THIS AGREEMENT is made this September 27,2019 (Effective Date), by and between:

(i) **SchoolguruEduserve Private Limited**, having its registered office at 903, Western Edge II, Western Express Highway, Borivali (E), Mumbai - 400066 hereinafter called "**Service Provider**" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their administrators, successors in business and permitted assigns)of the **FIRST PART**.

AND

(ii) **Swami Vivekanand Subharti University** having its headquarters at Meerut (UP) - 250005, hereinafter called the "**University**"of the **OTHER PART**;



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Where as

- (a) The Service Provider is a Company incorporated under the Companies Act, of 1956 and is engaged in the business of providing Education Support services for Educational Institutes and Universities.
- (b) The University is a UGC approved University and has always endeavored to launch programs that will create employable manpower, which is of crucial importance to the country.
- (c) The University is committed to make learning more effective by application of new technology and innovations in the field of Employability/Finishing Skills/Online Learning. Further the University is committed to provide a wide range of professional and vocational courses to meet the changing socio-economic needs, with human values and purposeful social responsibility.
- (d) The Service Provider has already developed technology and the digital course content for several courses that it offers to multiple universities and educational institutions. The Service Provider offers its services on a completely Managed Model and the digital content includes features like:
- Video / Audio Lectures
 - PowerPoint Presentations
 - Electronic course material and study notes
 - Feedback mechanism for students (via mail)
 - Continuous assessment for students
 - Question bank consisting variety of questions
 - Using technology to help students gain apprenticeships and placement assistance.
- (e) The University has decided to launch Employability Linked Skilling Program (Work^x Integrated Programs) in the Blended/Online Learning mode and with the assistance of the Service Provider. The University seeks the assistance of the Service Provider as the Support Services Provider for all such courses it will provide in the Blended Learning mode.
- (f) The Service Provider shall provide its services for all Work^x Integrated Programs offered by the University subject to the terms and conditions hereinafter recorded and agreed to between the parties.

NOW THEREFORE, IN VIEW OF THE MUTUAL PROMISES AND CONSIDERATION SET OUT HEREIN, the Service Provider and the University (each individually a "Party" hereto and collectively the "Parties") have agreed to enter into this Services Agreement ("**Agreement**") to govern the way in which the Service Provider will provide Support Services to Work^x Integrated Programs offered by the University as agreed from time to time.

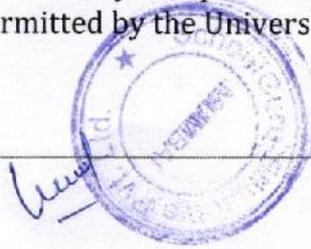
Definitions and Interpretations

In this Master Services Agreement, unless the context requires otherwise:



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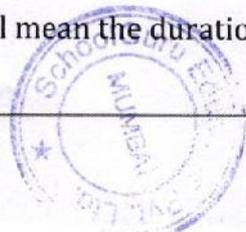
- (a) "Agreement" shall mean this Services Agreement together with all its Schedules. In the event of a conflict between this Agreement and the Schedules, the terms of the Agreement shall prevail;
- (b) "Applicable Law" shall mean any Act, statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, Order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter;
- (c) "Authority" shall mean any national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or Orders of such authority, body or other organization that have the force of Applicable Law or any court, tribunal, arbitral or judicial body, or any stock exchange of the India or any other country;
- (d) "Work* Integrated Programs" (Work* may also be written as Workx) shall mean Employment Linked Skilling Programs/courses offered by the University in Blended Learning mode with the help of service provider;
- (e) "Apprenticeships" shall mean traineeship/apprenticeships/On-Job training as defined by MHRD/AICTE National Employability Enhancement Mission (NEEM) notification or the Apprenticeship Act.
- (f) "College" shall mean a college affiliated to/managed by the "university" under its affiliation provisions/rules/regulations.
- (g) "Course or Online Learning Course" shall mean the Courses offered by the University in the Online Learning mode/ Blended mode utilizing the services of the Service provider. The Courses can include Degrees, Work* Integrated Programs, Certificates, MOOCs and Vocational courses.
- (h) "MOOCs" shall mean Massive Open Online Courses as defined by UGC.
- (i) "Blended Learning" shall mean a course of program being delivered using a combination of multiple classrooms (In-Class face-to-face, Online and On-the-job).
- (j) "Students" shall mean individuals who are admitted to the Courses. An individual who is admitted as a student continues to remain a student till he successfully completes the Course or till such time that the maximum period permitted by the University including readmission period expires;



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- (k) "Course Design" will include defining various aspects of the course including learning objectives, curriculum (syllabus), structure, instruction methodology, course material, activities, assignments and assessment/examination;
- (l) "Course Schedule" is the schedule for the commencement and key activities such as admission, assignments and assessments of the Courses being offered. The Courses may have one or more cycles that may be modified based on consent of both parties;
- (m) "Content" includes various modes of providing instructional material for a specific course as per the Course Design to a student and may include printed course material, online and offline video and audio, animation, presentations, activities, assignment, assessment and counseling as required at various stages;
- (n) "Service" shall mean various services offered to the students by the Service Provider for a specified Course. This will commence from Course Design and include admission facilitation, collection of fees, content provisioning, examination facilitation and ends with facilitating award of the degree/diploma/certification;
- (o) "Content and Quality Review Committee" or "Quality Committee" will be a five-member committee jointly appointed by the University and Service Provider. Two members of the committee will be nominated by the Service Provider and Three members including Chairman by the University. The committee will be responsible for oversight of the quality of services offered and may offer suggestions for the improvement of the service that will be incorporated by the Service Provider thereafter. The committee is expected to look into the following:
- Completeness of the content
 - Quality of the content including notes and video content
 - Review of student interaction mechanism such as Virtual Classrooms and Chats
 - Identify changes required to the syllabus to intimate appropriate authorities
 - Suggest changes of the content to the appropriate authority of the University where necessary
- (p) "Examination" or "Assessment" refers to the method of assessment that will be chosen for assessing suitability of the Student for award of a Degree/Certificate or any other suitable qualification. Various methods of assessment may be adopted for a specific course including traditional exams, online exams, hybrid exams, assignments, on-the-job assessment, project work, continual assessment etc.;
- (q) "Effective Date" shall mean the date on which this Services Agreement is executed;
- (r) "Term" shall mean the duration of the Agreement as stated in section 1.2;

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- (s) "Geography" shall mean the geographical locations where the Work* Integrated Programs will be offered within the state or outside the State as decided by "University".
- (t) "Confidential Information " shall mean all information including content which relates to the technical, financial and business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement;
- (u) "Software" shall mean the software designed, developed, tested and deployed by the Service Provider for the purposes of rendering the Services to the stakeholders of the Project and includes the source code along with associated documentation, including improvements and enhancements, but does not include the third party software products;
- (v) "Intellectual Property Rights" shall mean and includes all rights in the Software, Course Material, other forms of Content, its improvements, up-gradations, enhancements, modified versions that may be made from time to time, database generated, compilations made, source code and object code of the software, whatsoever that subsist, or may subsist, or be capable of registration, or may exist, in any jurisdiction, the said rights including designs, copyrights, trademarks, patents, trade secrets, moral and other rights therein as granted under Applicable Law;
- (w) Work* Integrated Program Fee shall mean the fees received by the University from students for admission into Work* Integrated Programs.
- (x) Service provider may facilitate financial funding (temporary loan) for students for payment of the Work* Integrated Program fee for the Work* Integrated Program. Such amount, funded by a third-party financial institution, shall be payable by the students to the financial institution as per the terms agreed between the student and the financial institution. Neither the university not the Service Provider shall be party to such terms of funding between financial institution and student seeking funding.
- (y) "Base Content" is the Content that has been created by the Service Provider on its own or in partnership with other organizations without using any confidential information of the University. The Base content will also include all electronic content that is developed by the Service Provider at its own cost specifically for Courses offered by the University.




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1. Scope of Agreement

1.1 Scope

This Agreement shall govern the provision of the Services to Students who are admitted to Work^x Integrated Programs by the University as per the Course Schedule as the Support Services Provider. The service will include academic support services delivered to the student on behalf of the University in the form of Design and Development of Blended/Online Learning Content and provisioning, hosting of this Content, management of the Learning Management System, Conduction of the training sessions, Promotional and Marketing Activity Student Support and organize On-Job training opportunities for the students. In addition to the above services, the Services will include assistance in Course Design, Admission Facilitation, Fee Collection and Examination Facilitation including setting up examination centers and Facilitating award of the Degree/Certificate or any other suitable academic qualification by the University in respect of the Workx Integrated Programs.

The list of Courses intended to be covered by this Agreement is provided in the Annexure A which can amended later with mutual consent.

1.2 Commencement and Duration of this Agreement

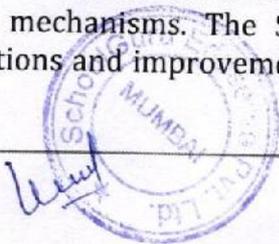
- a. This Agreement shall come into effect on the Effective Date and shall continue till the completion of an initial period of seven years or till the date of further settlement whichever is earlier. The Agreement may be renewed for a further period as decided by the parties. In case, any one of the parties decides not to renew the Agreement, the party shall be required to give a written notice to the other party of at least 60 days prior to the expiration of this Agreement.
- b. The Service Provider shall make Services for the Agreed Courses available within 12 weeks of the Effective Date.

1.3 Approvals and Required Consents

Each Party shall at all times and at its own expense (a) strictly comply with all Applicable Laws, now or hereafter in effect, relating to its performance of this Agreement; (b) pay all fees and other charges required by such Applicable Laws; (c) maintain in full force and effect all licenses, permits, authorizations, registrations and qualification from any Authority to the extent necessary to perform its obligations hereunder; and (d) Cooperate with each other to the fullest extent to fulfill the above mentioned requirements.

1.4 Creation and Use of IT Infrastructure

During the Term of the Agreement, the Service Provider shall create the necessary Cloud Based IT Infrastructure ("IT Infrastructure") required for delivery of Services at its cost. The IT Infrastructure may be dedicated or shared with appropriate security mechanisms. The Service Provider shall, as and when required, make upgradations and improvements as well as undertaking necessary changes to the IT



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Infrastructure. The IT Infrastructure shall be owned solely by the Service Provider at all times during the subsistence of this Agreement and thereafter.

1.5 Provisioning of Space

The University will provide adequate furnished space in their campus, free of rent and other costs for interaction with walk-in students, running operations, conducting training and conducting the interviews for the students. This space shall be used by the Service Provider exclusively for the purpose of providing services to the students of the University and shall be vacated immediately on termination of the agreement.

1.6 Responsibilities of Service Provider

During the term of the Agreement, the Service Provider will undertake all activities necessary to meet the Course Schedule for Workx Integrated Programs:

- a. Providing the IT Infrastructure for the University (No capital expenditure to University);
- b. Development, management and upgradation of website (micro-site) exclusively for delivering the services to the University.
- c. Academic support services delivered to the students on behalf of the University in the form of Content design and Content provisioning
- d. Creation of a Learning Management System and hosting of the Content on this system
- e. Creation of a mobile learning platform including a Mobile Application
- f. Development and hosting of a student management system for Workx Integrated Programs in the hosted infrastructure provided by the service provider
- g. Creation and operation of classroom training infrastructure in the University Campus
- h. Upgradation and updation of the content from time to time
- i. Providing support to the students - administrative and academic
- j. Creation and implementation of the assessment infrastructure,
- k. Creation of call-center infrastructure for managing Students queries;
- l. Creation of the SMS and e-mail gateway;
- m. Creation and management of the payment gateway;
- n. Making a Workx trainer available to the university for training the students as required in batches.
- o. Tie-up with job/OJT aggregators as well as with employers for providing apprenticeship/placement opportunities to successful students




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