

65

SERVICES AGREEMENT

For

Academic Support Services for Online Programmes

BETWEEN

Dr. B. R. AMBEDKAR OPEN UNIVERSITY

Road No-46, Jubilee Hills
Hyderabad – 500 033

AND

SCHOOLGURU EDUSERVE PRIVATE LIMITED

903, Western Edge II,
Western Express Highway,
Borivali (E), Mumbai – 400 066

24th MARCH, 2014



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH
SI.No: 1609 DATE: 24.3.2014

SOLD TO: ప్రొఫ. A. SUDHAKAR S/O A. KOMARAIAM, HYD.

FOR WHOM: DR. BRAOU, HYDERABAD

T. Radha BE 365674

T. RADHAMMA
LICENCED STAMP VENDOR
Lic.No: 15-11-036/2012
H.No: 15-31-2M-34/6,
3rd Phase, KPHB Colony,
Kukatpally, Ranga Reddy Dist.-72
Phone No: 9441838787

SERVICES AGREEMENT

THIS AGREEMENT is made and executed on this 24th day of March, 2014 at Hyderabad.

BETWEEN

DR. B. R. AMBEDKAR OPEN UNIVERSITY having its Headquarters at Road No-46, Jubilee Hills, Hyderabad, hereinafter called the "University" of the **FIRST PART**

AND

SCHOOLGURU EDUSERVE PRIVATE LIMITED, having its registered office at 903, Western Edge II, Western Express Highway, Borivali (E), Mumbai - 400066 and possessing ROC registration number 80301MH2010PTC211390, 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 assignees) of the **OTHER PART**;


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WHERE AS

- (a) The Service Provider is a Company incorporated under the Companies Act I 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 is always endeavored to launch programs that will create employable manpower, which is of crucial importance to the State of Andhra Pradesh.
- (c) The University is committed to make learning more effective by application of new technology and innovations in the field of Open and Distance Learning. Further, the University is committed to provide a wide range of professional and vocational programs 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 programs that it offers to multiple universities and educational institutions. The Service Provider offers its services on a completely Managed Model and the services include features like:
- Video and Audio Lectures
 - Power Point Presentations
 - Course material and Study notes
 - synchronous feedback mechanism for students (including Virtual Classes)
 - Asynchronous feedback mechanism for students (via mail)
 - Continuous assessment of students' performance
 - Question Bank consisting variety of multiple choice questions and also subjective questions, including case studies
- (e) The University has decided to launch its Programs in the **online mode** and seeks the assistance of the Service Provider in the process. The University seeks the assistance of the Service Provider as the exclusive Academic Support Services Provider for the Program(s) mentioned in the Schedule(s) to offer them **online mode**.
- (f) The Service Provider shall provide its services for online 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 Academic Support Services to Online Programs, mentioned in the Schedule(s), offered by the University.


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Definitions and Interpretations


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

- (a) "Agreement" means 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) "Program or Online Program" mean the Programs offered by the University in the On-line mode utilizing the services of the Service Provider. They can include Degrees, Diplomas and Vocational programs from the formal and non-formal streams;
- (c) "Students" mean individuals who are admitted to the programs from across the country. An individual who is admitted as a student continues to remain a student till he successfully completes the Program within the maximum period permitted by the University, including readmission period;
- (d) "Program Design" will include defining various aspects of the program including learning objectives, structure, curriculum (syllabus), instructional methodology, course material, activities, assignments and assessment /examination;
- (e) "Program Schedule" is the schedule for the commencement and key activities such as examination of various programs being offered. The programs will have an annual cycle initially which could be increased based on consent of both parties;
- (f) "Content" includes various modes of providing instructional material for a specific program as per the Program Design to a student and include printed course material, online and offline video and audio activities and assignments, assessment and counseling as required at various stages;
- (g) "Service" means various services offered to the students by the Service Provider for a specified Program. This will commence from Program Design and include admission facilitation, content provisioning, examination facilitation and ends with facilitating award of the degree;
- (h) "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 by the University. The Committee will be responsible to look after the quality of services offered and may offer suggestions for the improvement of the service that will be incorporated by the Service Provider thereafter;


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- (i) **"Examination" or "Assessment"** refers to the method of assessment that will be chosen for assessing suitability of the Student for award of a Degree. Various methods of assessment may be adopted for a specific program including traditional exams, online exams, continual assessment, etc.;
- (j) **"Examination 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 by the University. The Committee will be responsible for designing the Examination / Assessment structure and its implementation;
- (k) **"Effective Date"** means the date on which this Services Agreement is executed;
- (l) **"Term"** means the duration of the Project as stated in clause 1.2 in 'Scope of Agreement' ;
- (m) **"Confidential Information "** means 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;
- (n) **"Software"** means 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, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the third party software products;
- (o) **"Intellectual Property Rights"** means 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, the said rights including designs, copyrights, trademarks, patents, trade secrets, moral and other rights therein;
- (p) **"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 Programs offered by the University.
- (q) **"Syllabus Content"** is the printed material including Course Material, Reference Material, Study Notes, Assignments and other instructional material provided by the University to Students as part of its traditional distance learning program.


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- (r) "Customized Content" is the printed material or content developed by the Service Provider by using or customizing the Syllabus Content provided by the University.

Scope of Agreement

1.1 Scope

This Agreement shall govern the provision of the Services to Students who are admitted to an Online Program by the Client as per the Program Schedule as the Exclusive Academic Support Services Provider. The Primary Service will include academic support services delivered to the students on behalf of the University in the form of Design and Development of Content including video lectures and hosting of this Content. Auxiliary services include Course Design, Admission Facilitation including appointment of Admission and Distribution Service Providers, Student Support, Examination Facilitation including setting up of examination centers and Facilitating award of the Degree by the University.

The initial list of Programs that will be covered by this agreement is provided in the Schedule-A to the agreement. This list of programs may be modified by 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 Four years. The agreement shall be automatically renewed for a further period of Four years unless either of the parties decides otherwise. 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 at least 90 days prior to the expiration of this agreement.
- b. The Service Provider shall make Services for the selected programs available on the portal (provided by the Service Provider) within 8 weeks of the effective date.

1.3 Approvals and Required Consents

The Service Provider and University shall cooperate to procure, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Approvals") necessary for the Service Provider to provide the Services.


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1.4 Creation and Use of Assets

During the Term of the Agreement, the Service Provider:

shall create the necessary Cloud Based IT Infrastructure required for delivery of Services at its cost. The Infrastructure may be dedicated or shared with appropriate security mechanisms. The Service Provider shall make continuous up gradation and improvements to the service from time to time and shall also undertake necessary changes to the IT Infrastructure;

1.5 Provisioning of Space

The University will provide adequate space in their campus, free of rent for interaction with walk-in students, running operations and creation of the content recording and editing studio.

1.6 Responsibilities of the Service Provider

During the term of the agreement, the Service Provider shall undertake all activities necessary to meet the Program Schedule for various Programs:

- a. Providing the Cloud based Technology Infrastructure for the University (No capital expenditure to the University)
- b. Creation and management of a New Website (linked to the main website) for information on the Online programs
- c. Academic support services delivered to the students on behalf of the University in the form of Multimedia Content Design and Content Provisioning
- d. Hosting of the Content on Learning Management System provided by the Service Provider
- e. Development and Hosting of a Student Management System
- f. Marketing the program and ensuring admissions for the programs
- g. Admission Facilitation
- h. Facilitation for Content Development, Provisioning and Customization
- i. Creation and operation of a content recording infrastructure in the University Campus
- j. Providing synchronous and asynchronous support to the students-administrative and academic
- k. Examination support required by the University
- l. Creation and implementation of a 'Online Exams Infrastructure'
- m. Providing a team at the University to manage the program. The team should be headed by a Project Manager and assisted by required project executives, admission managers, academicians and subject matter experts.


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- n. Publicizing the said programs, under this Agreement, including fee details, in consultation with the University from time to time.
- o. Creation of Call-center for managing students' queries
- p. Creation of the SMS and e-mail gateway
- q. Creation of a counseling center network for student support
- r. Creation of the Mobile learning platform
- s. Creation and implementation of ERP to manage the complete workflow from enquiry to exams including post-examination activities with integrated communication systems

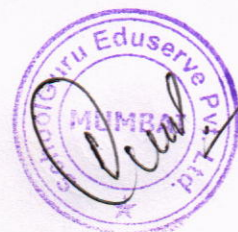
1.7 Responsibilities of the University

During the term of the agreement, the University shall be responsible:

- a) To nominate a Senior Officer / Academician as a Single Point of Contact Officer (Program-wise) for all activities under the contract.
- b) To appoint members to the Quality and Examination Committees.
- c) To provide support to the Service Provider on request on academic matters
- d) To review and approve advertisements and other marketing material published on behalf of the University. To accord approvals where required for various promotional offers proposed by the Service Provider that do not have any financial impact on the University.
- e) To include these set of Online Programs in their regular advertisements (for admissions and otherwise) and other communication material
- f) To include these set of Online Programs in their standard prospectus
- g) To provide access and permit changes to the University web site to announce the online programs and link to relevant websites / content
- h) To ensure that the online programs are equivalent to the correspondence programs in terms of recognition, etc.
- i) To provide Syllabus Content used for traditional distance programs, in electronic format where available with necessary permission to the Service provider to reproduce, distribute, digitize and make minor modifications as required
- j) To provide printed course material to students of online programs as is currently being provided to students of traditional distance programs.
- k) To review and approve an examination scheme for various programs including online examinations
- l) To extend support of the existing faculty of the University in the creation of the Online Content. However, the service provider shall pay the appropriate honorarium to the faculty for the said support activity.

7


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- m) The programs being offered under this agreement may be offered in two admission/academic cycles in a year.
- n) To conduct the examinations with support from the Service Provider
- o) To declare results and print marks sheets, certificates, etc.
- p) Other issues related to the conduction of the program

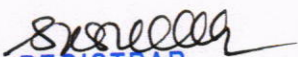
1.8 Service Development Guidelines

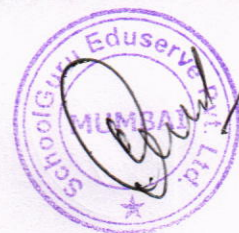
- a. The Service for the online programs shall be developed by the Service Provider following the broad guidelines provided below:
 - i. The language of communication / teaching will be English. The content will be provided in a vernacular medium (Telugu / Hindi) where required
 - ii. As the content has to cater to the online audience, the lectures shall be precise, crisp and easy for a student to understand
 - iii. The delivery of the lecture shall be similar to that of a Professor delivering a lecture to a large audience in a classroom/hall/auditorium
 - iv. Highest ethical standards shall be adhered to and the lecture shall not criticize or discriminate any Individual / Group / Organization / Caste / Religion / Nation
 - v. Clear explanation shall be provided for all the technical terms, along with their meaning and abbreviations
 - vi. Qualified Professors / Lecturers / Subject Matter Experts / Industrial Professionals will be delivering lectures
 - vii. The content developed for a Program shall be referred to the Quality Committee for review and will be launched after its approval. Any major change to the content shall also be approved by the Committee before it being incorporated.
- b. The Service Provider agrees to provide training to the employees of the University who are part of the service management and delivery. The Service Provider shall provide one such session free of cost to the University, on demand by the University.

Governance

1.9 Use of Services

- a. The University shall undertake and use the Services in accordance with any instructions or procedures as may be agreed by the Parties from time to time.
- b. The Service Provider shall provide access to the service only to students admitted to the programs.
- c. The University agrees and undertakes that it shall not, without the written consent of the Service Provider,


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Dr. B.R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD, A.P.



- 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 under this Agreement to any other person
- iv. Make any alterations or additions to the Service
- v. Permit the whole or any part of the Service to be combined or mixed up with any other program.
- 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 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

1.10 Co – Operation

Except as otherwise provided elsewhere in this Agreement, each Party ("**Providing Party**") to this Agreement or 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:

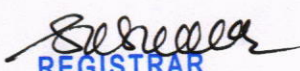
- i. does not require material expenditure by the Providing Party to provide;
- ii. is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement;
- iii. is not Confidential Information; and
- iv. is capable of being provided by the Providing Party

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). The Committee may offer suggestions for the improvement of the service that will be incorporated by the Service Provider thereafter. The Quality Committee shall also be responsible for review and approval of content that is designed as part of a program.

Fees

In consideration of providing the services, the Service Provider shall get a revenue share of the fees being paid by the students for all the said programs. The same shall be inclusive of the taxes, duties, or other levies by the Government or any other authority under the law payable. The revenue share amount and the method of payment shall be as follows:


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JUBILEE HILLS, HYDERABAD, A.P.



- a. **Revenue Share** – The tuition and examination fees being charged from the students shall be divided between the University and the Service Provider in 40:60 ratio respectively. All expenses in offering the service other than those explicitly covered under the University's Responsibilities shall be borne by the Service Provider.
- b. **Collection Method** – The fees paid by the student shall be split at the source and the respective amounts shall be paid to the University and the Service Provider. In case of online payment, the payment gateway shall split the fees and the amounts shall be credited in to the respective accounts of the University and the Service Provider. In the unlikely event of the student wanting to pay through demand drafts, the student shall be expected to make two separate instruments in the respective names.

Breach & Rectification

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

- (i) Serving a thirty (30) 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 30 days, the aggrieved Party shall have the option to terminate the Agreement.

1.12 Termination due to Bankruptcy

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 (atleast 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.

1.13 Effect of Termination

On the termination of this Agreement as aforesaid, the University shall stop the use of the Service and the content and shall return the same to the Service Provider forthwith, along with all documentation copies related to the service. The Service Provider will continue to service all enrolled students and the University will provide necessary support such as conducting exams and issue of certificates until the successful completion of the programs they are admitted to.

10


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1.14 Dispute Resolution

- a. This Agreement shall be interpreted and construed in accordance with the laws of India, without regard to its conflicts of law provisions.
- b. Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract 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. The provisions of ***the Indian 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 Hyderabad, India**.

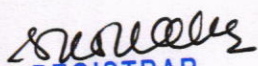
Protection & Limitation

1.15 Warranties

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

1.16 Limitation of Liability

- a. 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 (1) 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; or (2) damages relating to any claim that arose more than one year before institution of adversarial proceedings thereon.
- b. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum liability of Service Provider shall be, regardless of the form of claim, the consideration actually received by the Service provider for services rendered subject to a maximum capital amount of Rs. 10 Lakhs.


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1.17 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 two (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.

Intellectual Property

- a. Each party owns, and shall 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, "Pre-existing Works"). All rights in Pre-existing Works not expressly transferred herein are reserved to the respective owner.
- b. Specifically, all Intellectual Property including Software and Base Content created by the Service Provider or its Partners at its cost is considered as Pre-existing Works and shall continue to be the exclusive property of the Service Provider. Syllabus Content shall remain the exclusive property of the University, other than to the extent it has permitted use by the Service Provider under this agreement.
- c. The University shall receive complete rights on the Customized Content. The Service Provider shall also retain complete rights to the Customized Content and shall be allowed to use it (with or without any modifications) in other services / projects / activities without any constraints.


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Miscellaneous

- a. Independent Contractor - Personnel assigned by the Service Provider to perform the Services shall be employees of the Service Provider, and under no circumstances shall such personnel be considered employees of the University. The 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. The 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. Trade mark, Publicity - Neither Party may use the trade mark 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 with 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. Severability & Waiver - 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.
- d. Compliance with Laws & Regulations - Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to it) at all time comply with all applicable laws, rules and regulations. For the avoidance of doubt the obligations of the Parties to this Agreement are subject to their respective compliance with all applicable laws and regulations.
- e. 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.


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- f. 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.
- g. Amendment - The Parties acknowledge and agree that amendment to this agreement shall be made in writing.

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 (FAX), email, registered post acknowledgement due or by hand delivery at the details given below:

Party of the First Part (UNIVERSITY):

Address : Dr. B. R. Ambedkar Open University
Road No-46, Jubilee Hills,
Hyderabad - 500 033

Email address : registrar@braou.ac.in

Party of the Other Part (SERVICE PROVIDER):

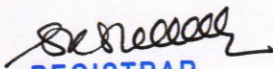
Address : Schoolguru Eduserve Pvt. Ltd,
#903, Western Edge II, WE Highway,
Borivali East, Mumbai - 400 066

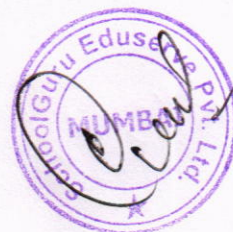
Email address : corporate@schoolguru.in

(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.


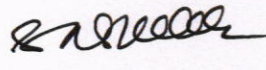

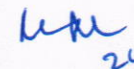
(b) A notice sent by mail or delivered by hand is effective upon receipt.

(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.


REGISTRAR
Dr. B.R. AMBEDKAR OPEN UNIVERSITY
JUBILEE HILLS, HYDERABAD, A.P.



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 the Schoolguru Eduserve Pvt. Ltd:</p> <p>Signature: </p> <p>Name: Anil Bhat Date: 24/3/2014</p>	<p>Signed and delivered for and behalf of Dr. B. R. Ambedkar Open University:</p> <p>Signature: </p> <p>REGISTRAR Dr. B.R. AMBEDKAR OPEN UNIVERSITY JUBILEE HILLS, HYDERABAD, A.P.</p> <p>Name: Prof. A. Sudhakar Date: 24/3/2014</p>
<p>In the presence of:</p> <p>1.  24/3/14 (Prof. E. Chandraiah) Prof. of Commerce & Dean Faculty of Commerce.</p> <p>2.</p>	<p>In the presence of:</p> <p>1.  24/3/14 (Prof. N. Venkatarayana) Director (Academic)</p> <p>2.</p>

Schedule A – Initial List of Programs to be Launched

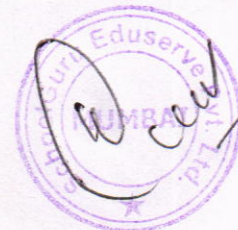
The initial list of programs that will be launched from 2014-15 Academic Year, together with the fee structure is provided below: This list may be modified by mutual consent.

Name of the Course	Total Tuition Fee of the Program
Two year Executive MBA (Four Semesters)	Rs. 40,000.00

Note:

- The Program consists of 24 courses, spread over 4 semesters.
- Each Semester of 6 courses, including specialization courses and also Project Report in IV Semester.
- Any graduate from any recognized University with 2 years of experience at executive/supervisory cadre in any organization is eligible to take admission into the Program.
- The minimum and maximum duration of the program is two and six academic years respectively.
- The Tuition Fee is Rs.10,000/- per semester payable before the commencement of the semester.
- The Student has to pay Rs. 500/- towards registration fee along with the First Semester fees to the University.
- Tablet / Smart phone (for offline learning) and other value added facilities / services shall be optional and the fees for the same shall be decided based on mutual discussion. Such fees shall be charged directly by the Service Provider and the University shall not be eligible for a revenue share in the same.
- Registration Fees, Admission Fees shall be decided by the University for each Program and shall be shared as per the pre-agreed ratio provided in the Agreement.
- Examination Fees shall be decided by the University and the Service Provider from time to time and shall also be shared as per the pre-agreed ratio provided in the Agreement.


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SERVICES AGREEMENT

For

Academic Support Services for Online Programmes

BETWEEN

Dr. B. R. AMBEDKAR OPEN UNIVERSITY

Road No-46, Jubilee Hills
Hyderabad – 500 033

AND

SCHOOLGURU EDUSERVE PRIVATE LIMITED

903, Western Edge II,
Western Express Highway,
Borivali (E), Mumbai – 400 066

24th MARCH, 2014

- 1, Director, Academic → 24/4/13
- 2, Dean, Faculty of Commerce } 24/3/13
- 3, Head, Faculty of Commerce } 24/3/13
- 4, Controller of Examinations - J.P. Jagan 24/3/14
- 5, Director, Student Services. - M. 24/3/14