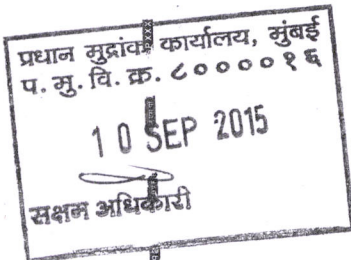


महाराष्ट्र MAHARASHTRA

2015

NB 548239



श्री. वि. पां. नंदुरकर

THIS AMENDMENT AGREEMENT ("Amendment Agreement") is executed in Haldwani on the 01<sup>st</sup> day of October, 2015:

BETWEEN:

- A. Schoolguru Eduserve 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.
- B. Uttarakhand Open University, having its headquarters at Haldwani, Nainital, Uttarakhand, hereinafter called the "Client" (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 Other Part.

The Service Provider and the Client are hereinafter collectively referred to as the "Parties" and individually as a "Party".

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Uttarakhand Open University, Haldwani.



(66) 21

**WHEREAS**

- (A) The Service Provider and the Client entered into a Services Agreement for Academic Support Services for ICT Enabled Courses on April 22, 2013 (the **Original Services Agreement**). The Original Services Agreement was amended by an amendment to the services schedule on June 12, 2013 ("**Amendment 1**"). The Original Services Agreement and Amendment 1 are collectively referred to as "**Services Agreement**". The Parties agreed to their rights and obligations and the manner in which the Service Provider will provide academic support services to all online Courses (including ICT Enabled Courses) offered by the Client in the Services Agreement.
- (B) Subsequent to the execution of the Services Agreement, the Parties have discussed and mutually agreed to amend the Services Agreement on the terms and conditions set out below.

**NOW IT IS HEREBY AGREED** as follows:

**1. Definitions and Interpretation**

**1.1. Incorporation of defined terms**

- 1.1.1. Unless a contrary indication appears, a term defined in the Services Agreement has the same meaning in this Agreement.
- 1.1.2. The principles of construction set out in the Services Agreement shall have effect as if set out in this Agreement.

**1.2. Clauses**

In this Agreement any reference to a "Clause" or a "Schedule" is, unless the context otherwise requires, a reference to a Clause of or a Schedule to this Agreement.

**2. Amendments**

**2.1. Amendments**

With effect from the date of this Agreement, the Services Agreement shall be amended as follows (and all references to Clauses and paragraphs in this Clause 2 shall be references to the respective Clauses and paragraphs in the Services Agreement unless stated otherwise in this Clause 2):

- 2.1.1. Recital (b) of the Services Agreement shall be amended as follows: "The Client is a UGC approved University and is authorized to provide ICT Enabled Courses to students across the state of Uttarakhand. Uttarakhand Open University's emphasis has been on consolidating the education, research and training components of higher education and learning. The University has always endeavoured to launch programmes that will create employable manpower, which is of crucial importance to the state of Uttarakhand."

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65

2.1.2. Recital (e) of the Services Agreement shall be amended as follows: "The Client has decided to introduce ICT Services for all the students of its ODL Courses and seeks the assistance of the Service Provider in the process. The Client seeks the assistance of the Service Provider as the **Exclusive Academic Support Services Service Provider** for all such ICT Enabled Courses."

2.1.3. In Clause 2(b) of the Services Agreement, the term "Course or Online Course" shall be amended to read as "ICT Enabled Course." The amended Clause 2(b) shall read as follows: "ICT Enabled Course' means the courses offered by the Client alongwith ICT Support services utilizing the services of the Service provider. The Courses can include degrees, diplomas and vocational courses from the formal and non-formal streams."

2.1.4. In Clause 2(h) of the Services Agreement, the definition of "Content and Quality Review Committee" or "Quality Committee" shall be amended to read as follows: "Content and Quality Review Committee' or 'Quality Committee' will be a five member committee jointly appointed by the Client and the Service Provider. Two members of the committee will be nominated by the Service Provider and Three members by the Client. The committee shall be responsible for: (i) oversight of the quality of Services offered; (ii) The committee will review the Mandatory Services and Optional Services; (iii) The committee may offer suggestions and recommendations for the improvement of the Services and same shall be incorporated by the Service Provider thereafter."

2.1.5. The Parties have agreed to include "Centre for E-Learning" or "CFEL" in Clause 2(u) of the Services Agreement. The newly inserted Clause 2(u) to the Services Agreement shall read as follows: "The 'Centre for E-Learning' or "CFEL" shall mean a body which is a part of the Electronic Media Production Centre (EPMC) of the Client which shall be involved in the implementation of the additional Services which are included in this Agreement."

2.1.6. The Parties have agreed to include a definition of "Mandatory Services" in Clause 2(v) of the Services Agreement. The newly inserted Clause 2(v) to the Services Agreement shall read as follows: "The term 'Mandatory Services' shall mean the Services which are offered to all Students of the Client by the Service Provider."

2.1.7. The Parties have agreed to include a definition of "Optional Services" in Clause 2(w) of the Services Agreement. The newly inserted Clause 2(w) to the Services Agreement shall read as follows: "Optional Services' shall mean the Services offered to Students who are desirous of availing these Services upon payment of the requisite fees to the Client. The Client, at its discretion may offer the Optional Services compulsorily to all Students of a selected program."

2.1.8. The Parties have agreed to include a definition of "Value Added Services" in Clause 2(x) of the Services Agreement. The newly inserted Clause 2(x) to the Services Agreement shall read as follows. The term "Value Added Services' shall mean the Services offered to the Students directly by the Service Provider that may include complementary, supplementary or ancillary services and may include additional programs, personalised

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and Open University



64/19

tutoring services, coaching services, skill training services, sale of Client's branded merchandise, test preparations, setting up of an Alumni database and portal etc. The Service Provider shall keep the Client informed about such Value Added Services that are being offered from time to time."

2.1.9. The Parties have agreed to make an amendment to the term "Scope" specified in Clause 3.1 of the Services Agreement. The amended Clause 3.1 of the Services Agreement shall read as follows:

"Scope: This Agreement shall govern the provision of the Services to Students who are admitted to a Course by the Client as per the Course Schedule as the exclusive academic support Services Provider. The primary service will include academic support services delivered to the Students on behalf of the Client in the form of content design and content provisioning. Auxiliary services will include course design, admission facilitation including appointment of admission and distribution service providers, fee collection, examination facilitation including setting up examination centers and facilitating award of the degree.

The initial list of Courses that will be covered by this Agreement is provided in the Schedule to the Agreement. This list of Courses may be modified by mutual consent.

Further, this Agreement shall govern the provision of Mandatory Services and Optional Services by the Service Provider. Mandatory Services shall include (i) admission management and automation services such as scrutinizing and verifying the application forms of the Students; (ii) support in collecting the requisite information from the Students; (iii) providing a digital ID card to Students; (iv) facilitating payment gateway services and providing a mobile application for continuous Student communication and ongoing Student support.

Optional Services shall be offered to the Students in four different verticals i.e.: (i) ICT based learning which includes providing of academic services; (ii) Remote learning without internet by providing a memory card with the relevant content accessed through a mobile application; (iii) Distribution of application forms and (iv) admission facilitation services."

2.1.10. In Clause 3.3 (a) of the Services Agreement, "The Commencement and Duration of the Agreement" shall be amended to read as follows: "The Services Agreement along with this Amendment Agreement shall remain in force till 21 April, 2018 only from the date of execution of the Amendment Agreement. Fresh Agreement may be entered into by both the parties later."

2.1.11. The Parties have agreed to include additional provisions to Clause 3.6 ("Provisioning of Space") of the Services Agreement. With the insertion of the additional provisions to Clause 3.6 of the Services Agreement, Clause 3.6 shall read as follows:

"Provisioning of Space:

a. The Client will provide adequate furnished space in their campus, free of rent and other costs for interaction with walk-in Students and running the project.

b. Further, the Client shall provide a studio for recording of video lectures to the Service Provider with the necessary equipment and other assets. The Service Provider may

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upgrade the studio and procure additional equipment in consultation with the Client, the cost of which, at actuals, maybe reimbursed by the Client to the Service Provider. Any additional equipment for which the Client has made the payment shall remain to be the property of the Client.

- c. In addition to providing additional space in their campus, the Client shall also provide space at the regional centers to accommodate designated personnel of the Service Provider and enable smooth delivery of Services."

2.1.12. Clause 3.7(a) of the Services Agreement shall be amended to read as follows: "During the term of the Services Agreement, the Service Provider shall develop and manage the website for the ICT Enabled Courses of the Client."

2.1.13. Clause 3.7(j) of the Services Agreement shall be amended to read as follows: "During the term of the Services Agreement, the Service Provider may, at its discretion, render support for conducting exams including creation of a question bank, scheduling, center identification and setup and technology infrastructure."

2.1.14. Clause 3.8(d) of the Services Agreement shall be amended to read as follows: "During the term of the Services Agreement, the Client shall provide access and permit changes to the Client's website to announce the ICT Enabled Courses and link to relevant web sites/content."

2.1.15. Clause 3.8(e) of the Services Agreement shall be amended to read as follows: "During the term of the Services Agreement, the Client shall ensure that the ICT Enabled Courses are equivalent to the ODL courses in terms of eligibility criteria, recognition etc."

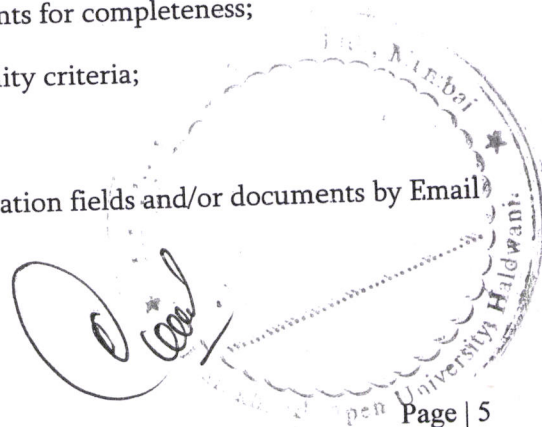
2.1.16. The Parties have agreed to include additional provisions to Clause 3.7 ("Responsibilities of Service Provider") of the Services Agreement without altering/excluding the already existing provisions in this Clause. The additional provisions to Clause 3.7 shall be specified in a new Clause 3.7 (m) of the Services Agreement. The new insertions which have been mutually agreed by the Parties are as follows:

**A. The responsibilities of the Service Provider with respect to Mandatory Services shall include:**

- i. **Admission Management and Automation Services:** The Service Provider shall provide admission management and automation services as per the mutually agreed procedure manual. This admission management and automation services shall include:

- Receiving application forms with documents from CFEL;
- Scrutinizing application forms and documents for completeness;
- Evaluating whether applicant meets eligibility criteria;
- Confirming receipt of applicable fees;
- Intimating applicants about pending application fields and/or documents by Email / SMS;

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- 62  
17
- Uploading complete Student information in required format in the Student Information System (SIS) / University Management System (UMS);
  - Forwarding complete applications to the admissions section of the Client;
  - Sending MIS of incomplete and ineligible applications to the designated regional centres;
  - Advising ineligible applicants on cancellation of their application and fee refund process by Email / SMS; and
  - Creating barcoded digital ID cards and issuing the same to Students through appropriate medium (E-mail/Mobile Application).
- ii. **Collection and Remittance of Fees:** The Service Provider shall:
- Collect fees paid by the Students through online payment gateway service providers and through admission facilitation centers; and
  - Assist the accounts department of the Client with regards to reconciliation of fees collected through online payment gateway service providers.
- iii. **ICT based learning platform with integrated communication system:** The Service Provider shall:
- Make available a mobile application (Android based) on those platforms which shall enable Android users to download the application. The mobile application shall enable the Students to constantly communicate with the Client; and
  - Facilitate access to the Client's online learning management system.

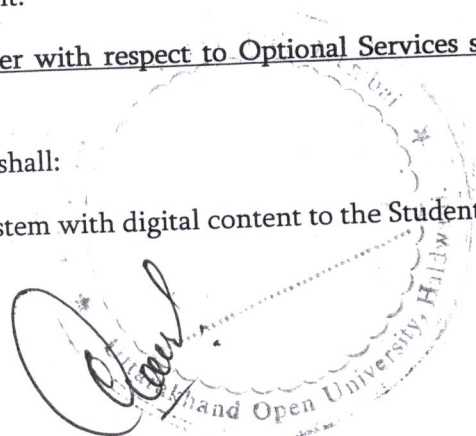
**Ongoing Student Support Services Post Admission:** The Service Provider shall:

- Provide e-mail, SMS and web chat based support services to record Students' problems/grievances. Further, the Service Provider shall advise the Students on how to resolve such problems/grievances by using a standard FAQ template approved by the Client;
- In the event of any unresolved queries, the Service Provider shall convey such unsolved queries to the Client for further action;
- The Service Provider shall follow up with respective department(s) of the Client for resolving Students' queries; and
- Share monthly MIS Reports with the Client.

**B. The responsibilities of the Service Provider with respect to Optional Services shall include:**

- i. **ICT Based Learning:** The Service Provider shall:
- Provide access to learning management system with digital content to the Students;

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- Undertake virtual classrooms, webinars and problem solving sessions;
  - Provide chat/e-mail based support services to the Students;
  - Provide the Students with previous years' solved question papers; and
  - Conduct mock exams/tests for the Students.
- ii. **Remote Learning without Internet:** The Service Provider shall:
- Supply Memory card (SD card) loaded with digital content to the Students.
  - This Optional Service can be subscribed by only those students who have opted for the ICT based learning services.
- iii. **Distribution of Application Forms:** The Service Provider shall set up admission facilitation centres ("Centres") by collaborating with institutions such as post offices, prominent companies etc., in order to make available the admission forms at these Centres. Further, the Service Provider agrees to manage the logistics and collection of the admission form fees and remitting the same to the Client.
- iv. **Admission Facilitation Services:** The Service Provider shall facilitate new admissions and re-admission of Students to all Courses offered by the Client. Such admissions shall be registered through the two study centres directly administered by the Client.

2.1.17. The Parties have agreed to include an additional provision to Clause 4.1 ("Use of Service") of the Services Agreement without altering/excluding the already existing provisions in this Clause. This additional provision to Clause 4.1 shall be referred to as Clause 4.1(d) of the Services Agreement, and shall read as follows:

"Each of the Optional Services shall be offered to only those Students who have opted for them by making the requisite payments provided for under the Services Agreement. Further, the Client may make the Optional Services provided in Clause B (i) and B (ii) of this Amendment Agreement mandatory for specific programs in consultation with the Service Provider"

2.1.18. The Parties have agreed to include an additional provision to Clause 4.3 ("Service Quality") of the Services Agreement without altering/excluding the already existing provisions in this Clause. This second paragraph to Clause 4.3 shall read as follows:

"The Quality Committee shall conduct a quarterly review of the Mandatory Services and Optional Services provided by the Service Provider pursuant to the Services Agreement."

2.1.19. The Parties have agreed to include additional provisions to Clause 5 ("Fees") of the Services Agreement without altering/excluding the already existing provisions in this Clause. These additional provisions to Clause 5 shall continue from Clause 5(d) of the Services Agreement. The new provisions which have been mutually agreed by the Parties are as follows:

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- 68  
15
- a. The Client shall pay a fixed fee of INR 100 (Rupees Hundred) to the Service Provider annually for the academic year 2015-16 for admission of Students towards services provided. From the commencement of the next admission cycle, i.e. year 2016-17, the Client may revise the fee for Mandatory Services appropriately after taking into consideration, among other factors, various costs incurred towards delivery of Mandatory Services by the Service Provider.
- b. All payments made by the Students with respect to ICT based learning; remote learning without internet and admission facilitation services shall be remitted as per the routine process of the Second Party but essentially within 30 (thirty) days to the Service Provider's account. The Service Provider shall charge the Students in accordance with the rates specified in Annexure A of the Services Agreement.
- c. The Services Provider shall charge an amount of INR 300 (Rupees Three Hundred) for the "remote learning without internet" Optional Service. The Service Provider may charge an additional fee for couriering the memory card to the Student based on the location of such Student(s);
- d. The Service Provider shall charge a fixed fee of INR 75 (Rupees Seventy Five) for each admission form distributed by the Service Provider from the admission facilitation centres;
- e. The Client shall pay the Service Provider 24% (Twenty Four Percent) of the total fees paid by the Students for new admissions as well as renewals for all Students admitted by the Service Provider by providing admission facilitation services;
- f. The Services Provider shall pay 15% (Fifteen Percent) of all revenues earned from Value Added Services to the Client;
- g. The structure described above shall apply to all fees collected by the Client and shared with the Service Provider, including admission form distribution and admission facilitation services. The Service Provider may charge the statutory taxes extra as prescribed by the Government from time to time;
- h. The Client shall make payment due to the Service Provider for the Mandatory Services within 30 (thirty) days of the last date of admission of in an academic cycle;
- i. The Service Provider shall pay the revenue share for Value Added Services to the University on a quarterly basis and the same shall be payable within 30 (thirty) days from the end each quarter.

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2.1.20. The Parties have agreed to include a course-wise fee table ("Fees Table") which outlines the fee structure for the respective Courses availed by the Students through the learning management system managed and operated by the Client. To this effect, the Parties have agreed to include the Fees Table in a new Annexure A to the Services Agreement.

The new Annexure A to the Services Agreement shall read as follows:

**FEES TABLE**

| Programs/Courses   | Duration    | Fee Payable (Rs.) |
|--|-------------|-------------------|
| B.A. (Limited optional subjects)   | 3 years     | 400 per year      |
| B. Com.  | 3 years     | 400 per year      |
| B.B.A.   | 6 semesters | 1600 per sem      |
| M.A. – Sociology /Economics /English / Political Science / Hindi / History | 2 years     | 600 per year      |
| M.A. – Education   | 2 years     | 800 per year      |
| M.Com.   | 2 years     | 600 per year      |
| Master in Mass Communication   | 4 semesters | 800 per sem       |
| Master of Social Work  | 4 semesters | 1000 per sem      |
| M.B.A.   | 4 semesters | 1400 per sem      |
| L.L.M.   | 2 years     | 3000 per year     |
| P.G. Diploma in Advertising & PR   | 2 semesters | 800 per sem       |
| P.G. Diploma in Cyber Law  | 1 years     | 1000 per year     |
| P.G. Diploma in Broadcast Journalism and New Media                         | 2 semesters | 1200 per sem      |
| P.G. Diploma in Human Resource Management                                  | 2 semesters | 800 per sem       |
| P.G. Diploma in Disaster Management  | 1 year      | 2000 per year     |
| Master of Computer Applications  | 3 years     | 2000 per sem      |
| MSc IT   | 2 Years     | 2000 per sem      |
| Bachelor of Computer Application   | 3 years     |                   |

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The provisions of the Services Agreement shall, save as amended by this Agreement, continue in full force and effect.

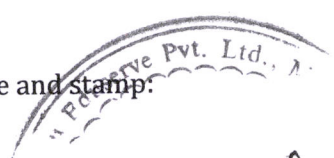


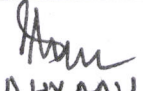
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### 3. Miscellaneous

#### 3.1. Counterparts

This Amendment Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date and the year first hereinabove written.

|  |   |
|--|---|
| <b>Signed and delivered for and behalf of<br/>the Schoolguru Eduserve Pvt Ltd:</b><br><br>Signature and stamp: <br>Name: Anil Bhal<br>Date: 1/10/2015 | <b>Signed and delivered for and behalf of<br/>the Uttarakhand Open University:</b><br><br>Signature and stamp: <br>Name: Prof. Gomard Singh<br>Date: 01/10/2015<br>कुल सचिव<br>खण्ड मुक्त विश्वविद्यालय<br>हल्द्वानी (नैनीताल) |
| In the presence of: Neera Pathak<br><br>Schoolguru Eduserve<br>Pvt. Ltd.  | In the presence of <br>Dr. S. DHYAN/<br>DY. Registrar, UOD.  |