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Certificate of Stamp Duty

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Unique Doc. Reference	:	SUBIN-GJGJELIMP1019760984140348R
Purchased by	:	DR BABASAHEB AMBEDKAR OPEN UNIVERSITY AHMEDABAD
Description of Document	:	Article 5(h) Agreement (not otherwise provided for)
Description	:	FOR AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	DR BABASAHEB AMBEDKAR OPEN UNIVERSITY AHMEDABAD
Second Party	:	SCHOOLGURU EDUSERVE PVT LTD MUMBAI
Stamp Duty Paid By	:	DR BABASAHEB AMBEDKAR OPEN UNIVERSITY AHMEDABAD
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SERVICES AGREEMENT

For

Work[x] Integrated Programs

Between

Dr. Babasaheb Ambedkar Open University

Ahemdabad
Gujarat-382170

And

Schoolguru Eduserve Private Limited

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

November 2019





Services Agreement

THIS AGREEMENT is made this November 22, 2019 (Effective Date), by and between:

(i) **Dr. Babasaheb Ambedkar Open University** having its headquarters at Ahemdabad(Gujarat) - 382170, hereinafter called the **"University"** of the **FIRST PART**.

AND

(i) **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 OTHER PART;





WHEREAS

(a) The University is empowered by the Dr. Babasaheb Ambedkar Open University Act 1994.

(b) The "University" was established by an Act and incorporated as an Open University in the State of Gujarat for the introduction and promotion of the Open University and distance education system, the educational pattern of the State.

(c) The University by the name of "Dr. Babasaheb Ambedkar Open University has been established with the headquarters of the University being located at Ahmedabad; with the power to establish, maintain or recognize institutes, schools, regional centers and study centers at such other places as it may deem fit.

(d) The objects of the University are to advance and disseminate learning and knowledge by a diversity of means, including the use of any communication technology, to provide opportunities for higher education to a larger segment of the population and to promote the educational well being of the community generally, to encourage the Open University and distance education system in the educational pattern of the State.

(e) The Registrar is empowered by the Board of Management & Vice Chancellor to enter into and sign, agreements and authenticate records on behalf of the University and the Registrar shall exercise such powers and perform such functions as me be prescribed by the Statutes.

AND WHEREAS

(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 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.

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 Workx Integrated Programs offered to the agreed colleges under Education Department, Government of Gujarat, as agreed from time to time.

Definitions and Interpretations

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

(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^{x} Integrated Programs" (Work^{x} 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^{x} 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;

(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 maybe 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, KCG and Service Provider. Two members of the committee will be nominated by the Service Provider and Three members including Chairman by the University where there will be representative of KCG, Education Department, Gujarat State will be there. 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.

(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;

(s) "Geography" shall mean the geographical locations where the Work[x] Integrated Programs will be offered within the state as decided by "University".

(t) Service provider may facilitate financial funding (temporary loan) for students for payment of the Work[x] Integrated Program fee for the Work[x]

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 nor the Service Provider shall be party to such terms of funding between financial institution and student seeking funding.

(u) "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 under this agreement.

1. Scope of Agreement

1.1 Scope

This Agreement shall govern the provision of the Services to Students who are admitted to Workx Integrated Programs by the colleges under Education Department, Government of Gujarat as per the Course Schedule as the Support Services Provider. The service will include academic support services delivered to the student 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 by the Service Provider. In addition to the above services, the Services will include assistance in Course Design, Admission Facilitation, Fee Collection by the Service Provider. 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 one year. 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 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 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 (No capital expenditure to University);

b. Development, management and upgradation of website (micro-site) exclusively for delivering the services.

c. Academic support services delivered to the students 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

h. Upgradation and updation of the content from time to time

i. Providing support to the students - administrative and academic

j. Creation of call-center infrastructure for managing Students queries;

k. Creation of the SMS and e-mail gateway;

l. Creation and management of the payment gateway;

m. Making a Workx trainer available for training the students as required in batches.

n. Tie-up with job/OJT aggregators as well as with employers for providing apprenticeship/placement opportunities to successful students

o. Arrange job fairs for facilitating apprenticeships and placement to trained and certified students under Workx Integrated Programs

p. To collect the program fee from students who join internships/ apprenticeships/jobs on successful completion of the Workx Integrated Programs

1.6 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 assessment activities under the Agreement;

b) Evaluation of assessments, assignments, questions papers (wherever they cannot be digitally evaluated);

c) To conduct the examinations for the programs;

d) To declare results and print marks sheets, certificates etc.;

1.7 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

2. 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 Courses. The same will 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:

Higher Education Department of Government of Gujarat will fund the fee for the students belonging to state government funded colleges. If funds of fees is not received by University from Higher Education Department of Govt. of Gujarat, University will not be responsible and under an obligation to make payment. The payment will be always against amount received from Govt. of Gujarat and

availability of fund. The estimated number of government funded colleges is 169 however this number may be changed as per the decisions of appropriate authorities of Government of Gujarat.

The schedule and amount of Fee and for the Work[x] programs is payable as per the following schedule:

2.1 For Students Funded By State Government:

Fee Category	Payable By	Amount	Schedule/Time of Payment
Registration Fee	Student State Govt	Rs.100/- Rs.400/- Total Registration Fee is Rs. 500/-	At the time of Registration
Training Fee (First Installment)	State Govt	Rs. 1250/-	At the time of Registration
Training Fee (Second Installment)	State Govt	Rs. 1250/-	At the time of release of offer letter for apprenticeship
Apprenticeship Fee	Student	Rs. 4900/-	At the acceptance of offer letter by the student for apprenticeship
Assessment and Certification Fee	State Govt	Rs. 2100/- or as agreed between University and State Government	As agreed between University and State Government.

Fee Share (Work[x] Integrated Programs Fee)

The service provider shall be paid the entire share (100%) of the Registration Fee, Training Fee and Apprenticeship Fee. The university shall be paid the entire share (100%) of Assessment and Certification Fee. The role of University will be as an assessment agency.

The break-up of fee collected by the service provider shall be as per following two broad categories:

i. **For Admission and Related Services**: 49% of the Fee

ii. **Other Support and Academic Services**: 21% of the Fee

The service provider may rope-in a micro finance company to facilitate the funding of the either part of full fee for the program on terms and conditions agreed between student and microfinance company. The role of service provider in this context shall be purely of a facilitator and the funding amount and/or other terms and conditions shall be purely decided between student and such micro finance company.

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a. **Method of Collection:** The fees paid by the student shall be split at the source in due course and the respective amounts shall be paid to the University and the Service Provider. In case of online payment, the payment gateway, set up by the Service Provider, shall split the fees and the amount shall be credited to the respective accounts of the University and the Service Provider. The University and Service provider will also open an Escrow account with a mutually agreed bank, wherein the amounts deposited are automatically credited to the University and the Service Provider as per the agreement. All payments that are not split at source will be deposited into this account. Till the opening of the Escrow account, a student not wanting to make online payment can pay through two separate demand drafts for the amounts payable in the name of the University and the Service Provider respectively.

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

(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

Service Provider shall 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) 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 Work[x] Integrated Programs until the expiry of the Program or duration of course. 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).

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.

5. Dispute Resolution

a. This Agreement shall be interpreted and construed in accordance with the laws of India.

b. If any dispute of difference whatsoever arises 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, will be resolved by the parties through mutual discussions. If the same is not sort out, either party will have remedy to approach competent civil/commercial court of Ahmedabad having the jurisdiction for the same.

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:

(i) It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;

Dr. Babasaheb Ambedkar Open University

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(ii) This Agreement is executed by a duly authorized representative of Service Provider; Authority document in the form of resolution passed by company along with company's seal and duly signed as true Copy by Managing Director is attached with this agreement by way of Annexure-B.

(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 University. True notarized copy of authority document in the form of True Copy of Resolution passed by Board of Management of the University is attached with this agreement by way of Annexure-C.

(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, Labour 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.

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. 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.

b. 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.

c. 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.

d. Delays or Omissions - No delay or omission to exercise any right, power or

Dr. Babasaheb Ambedkar Open University Ahmedabad

Schoolguru Eduserve Pvt. Ltd. MUMBAI

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 of 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.

Notwithstanding anything contained in this clause, provision of "The Limitation Act, 1963" will apply and binding to parties in case either party approaches the Civil Court/Commercial Court due to any dispute of differences.

e. 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.

f. 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.

g 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.

h. 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:

Dr. Babasaheb Ambedkar Open University Ahmedabad

Schoolguru Eduserve Pvt. Ltd. MUMBAI

Party of the First Part (UNIVERSITY)

Address : Dr. Babasaheb Ambedkar Open University, Chharodi, Ahmedabad (Gujarat)

Email address : bhavin.trivedi@baou.edu.in

Party of the Other Part (SERVICE PROVIDER)

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

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.

(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:

Signed and delivered for and behalf of **Dr. Babasaheb Ambedkar Open University** Signature: B.T. Trivedi Name: Dr. Bhavin Trivedi, Registrar (In-charge) Date: 22-11-2019	Signed and delivered for and behalf of **Schoolguru Eduserve Pvt. Ltd.** Signature: Name: Mr Vipendra Singh, Sr. Vice President Date: 22/11/2019
In the presence of 22/11/19 Prof. (Dr.) Manoj Shah	In the presence of: Kavita Singh Kavita 22/11/19.

Annexure A

List of 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^x Integrated Diploma in Retail	10000/-
Work^x Integrated Diploma in Manufacturing	10000/-
Work^x Integrated Diploma in IT/ITES	10000/-
Work^x Integrated Diploma in BFSI	10000/-
Work^x Integrated Diploma in Micro-Finance	10000/-
Work^x Integrated Diploma in e-Commerce	10000/-

Dr. Babasaheb Ambedkar Open University Ahmedabad

Schoolguru Eduserve Pvt. Ltd. MUMBAI

CERTIFIED TRUE EXTRACT COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF SCHOOL GURU EDUSERVE PRIVATE LIMITED HELD ON 19TH NOVEMBER, 2019 AT 11.00 A.M AT THE REGISTERED OFFICE OF THE COMPANY AT UNIT NO.903, 9TH FLOOR, WESTERN EDGE-II, WESTERN EXPRESS HIGHWAY, BORIVALI (EAST), MUMBAI-400066 BEARING SERIAL NO:-6

RESOLVED THAT the company has decided to authorize, Mr. Vipendra Singh and is hereby authorized to sign and submit all the necessary agreement, papers, letters, forms, etc to be submitted by the company in connection with the agreement with Dr. Babasaheb Ambedkar Open University, Ahmedabad. The acts done and documents shall be binding on the company, until the same is withdrawn by giving written notice thereof.

Signatures

1. **Mr. Vipendra Singh**

RESOLVED FURTHER THAT, a copy of the above resolution duly certified as true by designated director / authorised signatory of the company be furnished to Dr. Babasaheb Ambedkar Open University and it be requested to Act thereon.

Certified true copy

For School Guru Eduserve Private Limited

Sign:_____
Shantanu Rooj
(Director)
DIN: 00200275
Place: Mumbai
Date: 19/11/2019
22

SCHOOL GURU EDUSERVE PVT. LTD. MUMBAI

SR. NO. 10056 2019
SOLEMNLY AFFIRMED
BEFORE ME
N. M. PATEL NOTARY
DATE 22-11-19

NOTARIAL N. M. PATEL Ahmedabad Dist. State of Guj. Reg. No. 995/09 GOVT. OF GUJARAT (INDIA)

CERTIFIED BY Mr
22/11/19
ADVOCATE/CLERK