

**AGREEMENT**

**For**

**Work<sup>x</sup> Integrated Programs**

**Between**

**Kurukshetra University**

Kurukshetra-Haryana

**And**

**Schoolguru Eduserve Private Limited**

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

Dec 2019



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## Agreement

THIS AGREEMENT is made this December 16, 2019 (Effective Date), by and between:

(i) **Kurukshetra University** having its headquarters at Kurukshetra(Haryana) - 136119, hereinafter called the "**University**" through its Centre for Skill Development under Kurukshetra University RUSA Project Society (KURPS), a body formed under Rashtriya Uchchar Shiksha Abhiyan and represented by Nodal Officer RUSA which expression shall, unless excluded by or repugnant to the context, include his/her successor in office, legal representative, nominee and assignee as the **FIRST PART**.

AND

(ii) **Schoolguru Eduserve Private Limited**, having its registered office at 903, Western Edge II, Western Express Highway, Borivali (E), Mumbai - 400066 hereinafter called "**Schoolguru**" (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**;

  
Member Secretary  
Nodal Officer RUSA  
Kurukshetra University  
RUSA Project Society  
(KURPS)

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~~16/12/19~~

Cert No. 5307 . Dt. 16/12/19  
Said Sh. मोडल माॅडिफर 3311  
To Sh. ....  
To Add. ... मुम्बई महाराष्ट्र  
Purchase for which purpose .....  
through if any Sh. मोडिफर  
RUBHASH CHAND  
Rang Vender LADWA (IKR)



## Where as

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

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

## Definitions and Interpretations

In this Master Agreement, unless the context requires otherwise:

- (a) "Agreement" shall mean this 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) "Workx Integrated Programs" (Workx 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 Schoolguru;
- (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 Workx Integrated Programs offered by the University in the Online Learning mode/ Blended mode utilizing the services of Schoolguru.
- (h) "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).
- (i) "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;
- (j) "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;

- (k) "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;
- (l) "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;
- (m) "Service" shall mean various services offered to the students by Schoolguru 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 certification;
- (n) "Content and Quality Review Committee" or "Quality Committee" will be a five-member committee jointly appointed by the University and Schoolguru. Two members of the committee will be nominated by Schoolguru and Three members including Chairman by the University. The committee will be responsible for oversight of the quality of services offered and may offer suggestions for the improvement of the service that will be incorporated by Schoolguru thereafter. The committee is expected to look into the following:
- Completeness of the content
  - Quality of the content including notes and video content
  - Review of student interaction mechanism such as Virtual Classrooms and Chats
  - Identify changes required in the syllabus
  - Suggest changes of the content to the appropriate authority of the University where necessary
- (o) "Examination" or "Assessment" refers to the method of assessment that will be chosen for assessing suitability of the Student for award of a Diploma Various methods of assessment maybe adopted for a specific course including traditional exams, online exams, hybrid exams, assignments, on-the-job assessment, project work, continual assessment etc.;
- (p) "Effective Date" shall mean the date on which this Agreement is executed;
- (q) "Term" shall mean the duration of the Agreement as stated in section 1.2;
- (r) "Geography" shall mean the geographical locations where the Work<sup>x</sup> Integrated Programs will be offered within the state or outside the State as decided by "University".
- (s) "Confidential Information" shall mean all information including content which relates to the technical, financial and business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design

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  
**Kurukshetra University**  
Signature:



Name: Dr. Manjula Chaudhary,  
Nodal Officer RUSA, KURPS  
Date: 16.12.19  
Member Secretary  
Nodal Officer RUSA  
Kurukshetra University  
RUSA Project Society  
(KURPS)

Signed and delivered for and behalf of  
**Schoolguru Eduserve Pvt. Ltd.**  
Signature:



Name: Mr. Shantanu Roop  
C.E.O  
Date: 16.12.19



In the presence of



Coordinator  
Centre for Skill Development  
KURPS

In the presence of:

