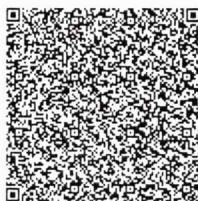


Government of Uttarakhand

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Certificate No.	: IN-UK01696522629695X
Certificate Issued Date	: 30-Jun-2025 12:57 PM
Account Reference	: NONACC (SV)/ uk1264704/ DOIWALA/ UK-DH
Unique Doc. Reference	: SUBIN-UKUK126470410200351963166X
Purchased by	: SWAMI RAMA HIMALAYAN UNIVERSITY DEHRADUN
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SWAMI RAMA HIMALAYAN UNIVERSITY DEHRADUN
Second Party	: TEAMLEASE EDTECH LIMITED
Stamp Duty Paid By	: SWAMI RAMA HIMALAYAN UNIVERSITY DEHRADUN
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

SERVICES AGREEMENT

Online/ODL Programme Management Services, Content Development Services and Apprenticeship for Online/Distance Learning Programs

Between

Swami Rama Himalayan University And TeamLease Edtech Limited

Rohini



Edtech Limited

Page 10

Page 1 of 34

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shoilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India Ltd. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Company's Authority.

Services Agreement

THIS AGREEMENT is made this 1st July- 2025(Effective Date) by and between:

(i) Swami Rama Himalayan University (SRHU), a university established under the section 2(f) of UGC Act, 1956 vide Uttarakhand State Act, having its registered office at Swami Ram Nagar, P.O. Jolly Grant, Dehradun 248016, Uttarakhand, India through its Registrar, Commander Challa Venkateswar (Retd.) , hereinafter called the “**University**” (Which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their administrators, successors in business and permitted assigns) of the FIRST PART.

AND

(ii) TEAMLEASE EDTECH LTD., having its registered office at 903, Western Edge II, Western Express Highway, Borivali (E), Mumbai - 400066 and possessing ROC registration number U80301MH2010PTC211390, through its Rohit Dogra-National Head-University Relation 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 SECOND PART;

Whereas,

(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 recognised Online University that has endeavored to launch programmes that will create employable manpower, which is of crucial importance to the economy of the state and the country. **Swami Rama Himalayan University (SRHU)**, one of the top private university in Dehradun endeavors to transform lives through holistic approach to education, providing integrated health care services and effective rural development and social outreach programs. With a rich legacy of Himalayan Hospital & Himalayan Institute of Medical Sciences, the first and the largest NABH accredited private teaching hospital and medical college of Uttarakhand, SRHU has been providing a platform to the youth, for a decade, to learn and transform into efficient, effective, ethical and committed professionals. SRHU is the only university in Dehradun, Uttarakhand that has a dedicated multispecialty Himalayan Hospital, Cancer Research Institute, Ayurveda Center and Rural Development Institute, all under one roof, besides eight constituent schools /colleges namely: Himalayan Institute of Medical Sciences (HIMS), Himalayan College of Nursing, Himalayan School of Management Studies, Himalayan School of Science & Technology, Himalayan School of Bio Sciences, Himalayan School of Yoga Science, Himalayan School of Pharmaceutical Sciences. Students have a range of options to pursue their academic aspirations and further advance their learnings through interdisciplinary and multidisciplinary programs and research. In addition, there are ample opportunities for extra-curricular & co-curricular activities necessary to become an all-rounder.

(c) The University is committed to make learning more effective by application of new technology and innovations in the field of Online 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 is fully capable to develop the digital course content for several Programs, it offers to multiple universities and educational institutions. The Service Provider offers its services on a completely Managed Model and the service includes features like:

- Technology Platforms for Launching, Delivering and Managing Online/ODL Programs
- Mobile Application to Support Anywhere/Anytime Learning
- Video / Audio Lectures
- PowerPoint Presentations
- Course material and Study notes
- Asynchronous feedback mechanism for students (via email)
- Continuous assessment for students
- Question bank consisting variety of questions
- Student support services

(e) The University has decided to launch its Programs in the ODL/ 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 Programs as per the Annexure A, it will provide in the ODL / Online mode.

(f) The Service Provider shall provide its services for ODL/Online Learning Programs offered by the University subject to the terms and conditions hereinafter recorded and agreed to between the parties.

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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 shall provide Academic Support Services to the programmes as per the Annexure A Online Learning Programs offered by the University.

Definitions and Interpretations

In this 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 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

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Applicable Law or any court, tribunal, arbitral or judicial body, or any stock exchange of the India or any other country;

(d) ODL/Online Learning Programs are offered by the University in the online mode to deliver education, learning and student support services.

(e) "Programme" shall mean the ODL/Online Programs offered by the University in the ODL/Online Learning mode utilizing the services of the Service provider. The Programs can include Degrees, Diplomas, Certificate and Vocational Programs from the formal and non-formal streams.

(f) "Students" shall mean individuals who are admitted to the Programs in the University. An individual who is admitted as a student continues to remain a student until he successfully completes the Programs within the maximum period permitted by the University (including readmission period).

(g) "Course" shall mean one of the specified units which go to comprise a specified programme of study.

(h) "Course Design" will include defining various aspects of the course including learning objectives, curriculum (syllabus), structure, instruction methodology, course material, activities, assignments, and assessment.

(i) "Content" includes various modes of providing instructional material for a specific course as per the Course Design to a student and may include, online and offline video and audio, activities and assignment assessment and counseling as required at various stages during the cycle.

(j) "Effective Date" shall mean the date on which this Services Agreement is executed.

(k) "Term" shall mean the duration of the Agreement as stated in clause 1.2.

(l) "Confidential Information" shall mean all information including content which relates to the technical, financial and business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which

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is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement.

(m) "Software" shall mean the software designed, developed customized, 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;

(n) "Intellectual Property Rights" shall mean and include all rights in the Software, Course Material, other forms of Content, its improvements, up-gradations, enhancements, modified versions that may be made from time to time, database generated, compilations made, source code and object code of the software, whatsoever that subsist, or may subsist, or be capable of registration, or may exist, in any jurisdiction, the said rights including designs, copyrights, trademarks, patents, trade secrets, moral and other rights therein as granted under Applicable Law

(o) "Online mode" shall mean a flexible teaching mode that bridges the gap between teacher and learner using the internet. It relies entirely on digital delivery—providing e-learning materials, interactive online sessions, and complete course delivery through technology-assisted mechanisms and resources

(p) "Quality Committee" shall refer to the **Quality Assurance Committee**, responsible for monitoring of all ODL / online programmes offered by HEI.

(q) "Blended learning" combines virtual (online/ODL) segments and face-to-face teaching.



(r)"Customized Content" is the electronic 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/Distance Learning Course by the University as per The Course Schedule. The Primary Service will include academic support services delivered to the student on behalf of the University in the form of Design and Development of Content including video lectures and hosting of this Content by the service provider. Other services will include Course Design, Content Development and student support Service Providers, Student Support, fee collection, Examination Facilitation including facilitating award of the Degree by the University. Service provider will assist the university in application and entire process of UGC OL licence Application.

Option of work linked programme/Apprenticeship:

The service provider shall provide the option of taking work linked/ Apprenticeship with each online degree programme offered to students. This shall be a earn while learn module wherein the student shall be placed as an On Job Training/ Apprentice and shall be paid a confirmed monthly stipend. This Monthly stipend shall be as per the minimum wages act of the state. The service provider shall ensure that each student opting for this option is provided with a confirmed OJT/Apprenticeship.



Admission Support Services

- Promotion of the said Programs in various web portals including Digiversity
- Managing the admission pages of the University web site
- Generation of leads for the said Programs
- Promotion of the Programs through digital media
- Promotion of the Programs through print media
- Creation of collaterals for all campaigns
- Printing of collaterals (handouts, standees, banners as required)
- Promotion of the Programs through the learning Centers of the Technology Service Provider
- Aiding the walk-in students
- Running a call center to manage in-coming queries from potential students
- Clarification of doubts and helping them fill up the admission form
- Follow up with the incoming leads to convert them into admissions
- Assistance to the students for payment of fees
- Verification of the admission forms submitted by the students
- Communicating with the students about the deficiency is found in the forms
- Follow up with the students for the pending documents so as to complete the admission forms in all respect.
- Compilation of the admission forms and submission of the same to the University
- Helping the students pay the fees online, and reconciling the same with the University

Examination Support Services

- Conduction of formative and Summative assessments in the online mode
- Conduction of mock tests in the Online Mode
- Providing counselling assistance to the students for examinations
- Providing guidance to the students for examination preparations
- Helping create a question bank for the students for preparation for the exams
- Creation of an examination form that can be filled up online as well as offline
- Assistance to students to fill up the said examination form
- Helping the students pay the examination fee online



- Assisting the university in creation of the admit cards
- Assisting the university for creation of hall tickets
- Assisting the university in managing the attendance of the students
- Assisting the university in tabulation of the marks

The complete list of Programs intended to be covered by this Agreement is provided in the **Annexure A** to this Agreement. The above-mentioned lists may be modified by mutual consent at any stage as may be required therein.

1.2 Commencement and Duration of this Agreement

- This Agreement shall come into effect on the Effective Date and shall remain in force for an initial period of five 5 years. The Agreement may be renewed for a further period upon the mutual written consent of both the parties. If either party intends to continue or renew the Agreement, the party shall provide the other party with an intimation at least 90 days prior to the expiration of this Agreement or any subsequent renewal term.
- The Service Provider shall make Services for the selected Programs available on the portal (provided by the Service Provider) within 6 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 own cost. The IT Infrastructure may be dedicated or shared, albeit with appropriate security mechanisms. The Service Provider shall, as and when required, make upgrades and improvements as well as undertake necessary changes to the IT Infrastructure without any financial obligation on the part of the University. The IT Infrastructure shall be always owned solely by the Service Provider during the subsistence of this Agreement and thereafter. The University shall have no rights in and to such IT infrastructure, except the appropriate rights of usage granted to it by the Service Provider pursuant to the terms and conditions of this Agreement.

1.5 Provisioning of Space

The University will provide adequate furnished space in its campus, free of rent and other costs, running operations and creation of the content recording and editing studio. The space provided will include adequate space near the admission counters of the University.

1.6 Responsibilities of Service Provider

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

- a. Providing the IT Infrastructure for the University (No capital expenditure to university);
- b. Creation and management of a new website (linked to the main website) for information on the Online Learning Programs.
- c. Academic support services delivered to the student on behalf of the University in the form of multimedia Content design and content provisioning.



- d. Hosting of the Content on a learning management system created by the Service Provider.
- e. Development and hosting of a student management system for Online Learning Programs.
- f. Facilitation for Content development, provisioning and customization.
- g. Providing synchronous and asynchronous support to the students - administrative and academic.
- h. Creation and implementation of an Online Exams infrastructure (where applicable);
- i. Providing a trained & experienced team at the University to manage the Online Learning Programs. The team should be headed by a Project Manager and assisted by required project executives.
- j. Creation of a call-center for managing Students queries.
- k. Creation of the SMS and e-mail gateway.
- l. Creation and management of the payment gateway.
- m. Creation of a learning management system and mobile learning platform
- n. Collaboration with Industry faculty for guest lectures and industry connect.

1.7 Responsibility of the University ("University Responsibilities")

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

- a) To nominate a Senior Officer as a single point of contact for all activities under the Agreement.
- b) 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 Technology Service Provider without any financial impact on the University;
- c) To include these set of Degree Apprenticeship & Online / Distance Learning Programs in all advertisements (for admissions and otherwise) and other communication material;
- d) To include Degree Apprenticeship & Online / Distance Learning Programs in the University prospectus and make suitable arrangements for facilitating student admission to ODL/Online Programs after purchasing the prospectus.

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- e) To provide access and permit changes to the University Micro web site to announce and promote the Degree Apprenticeship & Online / Distance Learning Programs and link to relevant web sites;
- f) To enable the promotion of Degree Apprenticeship & Online / Distance Learning Programs at the student interaction points of the University;
- g) To ensure that the Degree Apprenticeship & Online / Distance Learning Programs are compliant in terms of recognition etc.;
- h) To provide necessary approvals for eligibility norms including lateral entry, international students etc.
- i) To conduct the examination for all Degree Apprenticeship & Online / Distance Learning Programs
- j) To revise and declare the fee structure to be paid by the students for all Degree Apprenticeship & Online / Distance Learning Programs as per provisions under university statutes/regulations.
- k) Provide necessary permissions to offer the Degree Apprenticeship & Online / Distance Learning Programs being offered under this Agreement in at least two admission/academic cycles in a year;
- l) To conduct the examinations with support from the Technology Service Provider;
- m) To declare and publish the results and print marks sheets, certificates etc.;

1.8 Service Development Guidelines

- a. The Service for the Programs will 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 of the state where mutually agreed;
 - ii. As the content has to cater to the online audience, the lectures will be precise, crisp and easy for a student to understand, as can be reasonably expected from an Online/Distance Learning Course;
 - iii. The delivery of the lecture will be similar to that of a Professor delivering a lecture to a large audience in a classroom/hall/auditorium;
 - iv. Highest ethical standards will be adhered to and the lecture will not criticize or discriminate Individual/Group/Organization/Caste/Religion/Nation;

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- v. Clear explanation will be provided for all the technical terms, along with their meaning and abbreviations;
 - vi. Qualified Professors/Lecturers/Subject Matter Experts/Industrial Professionals/ distinguished academicians will be delivering lecture;
 - vii. The Content developed for a Service will be offered to the Quality Committee for review. Any major change to the content will also be approved by the Quality Committee.
- b. The Service Provider agrees to provide training to the employees of the University who are part of the service management and delivery on a written request by the University. 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 will undertake and use the Services in accordance with this Agreement as well as any instructions or procedures as may be agreed upon by the Parties from time to time.
- b. The Service Provider will provide access to the Service only to Students admitted to the Online Learning Programs as well as to other students as the university may decide.
- c. The University agrees and undertakes that it shall not, without the written consent of the Service Provider:
 - i. Use or allow any other person to use the Service or the Content as part of a Network or contrary to any other restrictions contained in this Agreement;



- ii. Translate or adopt the Service or the Content for any purpose or create any work delivered from the said Service;
- iii. Transfer or license or rent out all or any of the Service to any other person;
- iv. Make any alterations or additions to the Service or the Content;
- v. Permit the whole or any part of the Service to be combined or mixed up with other programme as listed in Annexure A, either by the University itself or by any third party in collaboration with the University;
- vi. Permit itself or others to decompile, reverse – engineer or disassemble the Service or any part of the Content except to the extent allowed by applicable law;
- vii. Make or permit others to make any copies of the Content or part thereof;
- viii. Allow unauthorized access, use or copying and shall maintain adequate security measures to safeguard the Service and the Content.

1.10 Co - Operation

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

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

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1.11 Service Quality

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

Fees

In consideration of providing the Services, the Technology Service Provider shall get a Service Charge Share of the fees being paid by the students for all the said Programs. Service provide shall send an invoice to the University in the first week of every month for all the admission happen in the last month. The Service Charge Share amount and the method of payment shall be as follows:

a. For Services Mentioned in this agreement – The total fees (exclusive of the apprenticeship fees) being charged from the students (including all components) shall be divided into University's share of fees and Service provider's share of fees in which the service provider's share shall be 50%. However, there shall be a deduction of 2% from the same from the Service Providers share and added to the University's share, on account of TDS. TDS submission therefore shall be the sole responsibility of the University.

This 49% service provider's share shall be divided as follows:-

i) Admission and Examination Services:

Service Provided by the Technology Service Provider	Technology Service Provider's Share of the Total Program Fees Charged to the Student
Admission & Examination Services	34.3%

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ii) Academic Support Services:

Service Provided by the Technology Service Provider	Technology Service Provider's Share of the Total Program Fees Charged to the Student
Technology and Student Support Services	14.7%

b) Collection Method – The fees paid by the student shall be split at the source with the help of a Payment Gateway, set up by the Service Provider, which shall split the fees and the amount shall be credited to the respective accounts of the University and the Service Provider.

c.) Apprenticeship Fees - The students taking new admissions and opting for Apprenticeship shall be paying an Annual Apprenticeship Fee of Rs. 7,000, paid at the start of every year (paid in first, third & fifth semesters if it is a semester wise 3-year degree program for example). This may be included as an extra fee to be paid if the students want these services along with the program. This shall be 100% paid to the Service Provider, directly by the student opting for Apprenticeship program.

d. The student refund will happen online as per the guidelines of the university in accordance with UGC.

In consideration of providing the Content Development Services, the Service Provider shall get the fees being agreed by the university. The commercial and the method of payment is mentioned Annexure B:

Termination due To Breach & Rectification

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



- (1) Serving a Ninety (90) 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 immediately.

1.12 Termination due to Bankruptcy

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

- (i) Each Party shall in the event of an apprehension of Bankruptcy immediately inform the other Party well in advance (at least 3 months) about such a development.
- (ii) If either Party has reasonable grounds, supported by objective evidence, to believe that the other Party is or is likely to become insolvent, is subject to bankruptcy proceedings, or is otherwise unable to fulfill its contractual obligations, the concerned Party may issue a written notice outlining the grounds for such belief. The other Party shall have a cure period of thirty (30) days from the receipt of such notice to provide clarification or rectify the situation. If the issue remains unresolved, the concerned Party may terminate this Agreement upon written notice.

1.13 Effect of Termination

On the termination of this Agreement as per the effective date aforesaid, the University shall stop the use of the Service and the Content and shall return the

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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 for as per the agreed upon terms and conditions as provided therein. The service provider shall continue to get paid its fees for these students for the entire period of service.

1.14 Dispute Resolution

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

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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.

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 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.

1.16 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. 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 cap of Rs. 20 Lakhs. This limitation shall not apply in cases involving gross negligence, willful misconduct, breach of confidentiality, or violation of applicable laws.
- b. The aforementioned liability limitations shall include claims against employees of, subcontractors of, or any other persons authorized by either Party.

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 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 will continue to own all rights, title and interests in and to any inventions however embodied, know how, works In any media a, 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 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 will continue to be the exclusive property of the Service Provider. Syllabus Content will remain the exclusive property of the University, other than to the extent it has permitted use by the Service Provider under this Agreement.

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- c. The University will have complete rights on the total content (SLM, Question Bank & AV Content) for the degree course mentioned in Annexure A.

Penalty for Delay or Quality Non-Compliance or Downtime

The Service Provider shall adhere to the mutually agreed timelines and quality benchmarks outlined in the project execution plan and uptime. In case of failure to comply:

Delay Penalty: A penalty of 1% of the total value of the affected deliverable per week of delay, up to a maximum of 10% of the total contract value, shall be levied if deliverables (such as e-Content, e-Tutorials, or Question Banks) are not completed within agreed timelines without prior written approval.

If this maximum penalty limit is reached and the service provider fails to provide deliverables, the University reserves the right to terminate the contract without further obligation. In such a case, the service provider shall be liable to refund all payments already made by the University, along with applicable bank interest calculated from the date of payment until recovery. The University shall have all the right to recover the amount from the Service provider.

If any content submitted fails to meet the required quality standards as determined by the University's Quality Committee and is rejected in two consecutive reviews, a penalty of ₹50,000 per paper/course may be imposed. This should be applicable only on that part of the work that has not been completed. Work already completed will not form part of this clause. The University shall ensure that the delivered content is reviewed and all suggested changes are advised in one go to Service the Provider in writing/ E-mail within the given turnaround time of one week (seven working days).

Teamlease EdTech shall ensure 99.5% uptime for all its services for the University. In the event of service or system unavailability ("downtime"), excluding scheduled maintenance or force majeure events, the service provider shall notify the client within 30

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minutes of detection and provide timely updates until full restoration. Scheduled maintenance shall be limited to off-peak hours with at least 72 hours' prior notice and shall not exceed a reasonable monthly limit. If total unplanned downtime exceeds 1 (one) hours in a calendar month, the provider shall be liable to pay a penalty amounting to ₹5,000 for each additional hour of downtime.

Any applicable penalty shall be deducted from the service provider's next scheduled payment or invoice. In case of penalty except content development university will raise a debit note and service provider shall deposit the penalty amount in university account

Confidentiality and Data Protection

Each Party shall maintain strict confidentiality of all non-public, proprietary, or sensitive information ("Confidential Information") disclosed in connection with this Agreement, including but not limited to academic data, course content, exam materials, personal details of students and faculty, technical and commercial terms, and all data hosted on the University's Learning Management System (LMS). Neither Party shall disclose such information to any third party without prior written consent of the disclosing Party, except where disclosure is mandated by law, a court order, or where the information is already in the public domain or lawfully obtained from another source. The Service Provider shall implement appropriate technical and organizational measures to prevent unauthorized access, use, copying, or dissemination of such information. Upon termination or expiration of the Agreement, the Service Provider shall, within 30 days, return or permanently destroy all such Confidential Information, including backups, in its possession. Any breach of this clause shall be treated as a material breach, entitling the aggrieved Party to seek damages and/or terminate the Agreement.

Miscellaneous

- a. independent Contractor - Personnel assigned by Service Provider to perform the Services shall be employees of Service



Provider, and under no circumstances will such personnel be considered employees of the University. Service Provider shall have the sole responsibility for supervision and control of its personnel. The personnel are under the direct control and disposal of the Service Provider in respect of execution of the services forming part of the responsibilities assigned to the Service Provider. Service Provider shall have the sole responsibility for payment of such personnel's entire compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all applicable laws.

- b. Trademarks, Publicity - Neither Party shall use the trademarks, trade names, or logos of the other Party without prior written consent, which may be granted or withheld at the sole discretion of the other Party and neither Party shall issue or permit the issuance of any public statement, press release, advertisement, or other publicity material relating to this Agreement or referencing the other Party, without prior written approval. Any unauthorized use shall constitute a material breach of this Agreement. These obligations shall survive the termination or expiry of this Agreement.

- c. Exclusivity —

The Service Provider shall be retained on an exclusive basis solely for the Online/Blended Learning Programs listed in Annexure A, subject to timely and satisfactory delivery of services. During the Term of this Agreement, the University shall not engage any third party for the same services in relation to these listed Programs, unless required to do so by regulatory authorities or in cases of consistent underperformance. This exclusivity shall not apply to government-mandated initiatives,

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MOOCs, or internal academic programs launched for strategic, pilot, or compliance reasons. The University shall have the right to terminate this exclusivity upon 90 days' written notice, if reasonably required in the University's academic or public interest.

- d. 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.
- e. 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.
- f. Delays or Omissions - No delay or omission to exercise any right, power or remedy accruing to any Party, upon any breach or default of any Party hereto under this Agreement, shall impair any such right, power or remedy of any Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach of default under this Agreement or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be

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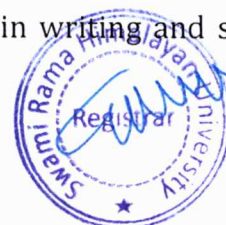
in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this in the Agreement, or by law or otherwise afforded to any Party shall be cumulative and not alternative.

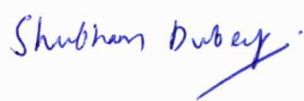
- g. Compliance with Laws & Regulations - Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to it) at all times comply with all Applicable Law. For the avoidance of doubt the obligations of the Parties to this Agreement are subject to their respective compliance with all Applicable Law.
- h. Entire Agreement - This Agreement and all schedules appeared thereto constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein.
- i. Survivability - The termination or expiry of this Agreement for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.
- j. Amendment - The Parties acknowledge and agree that amendment to this agreement shall be made in writing. Any such amendment made in writing shall be binding upon the Parties.
- k. Timeline: It is decided to start the decided five Programs in OL/ODL mode from July 2025 admission Cycle.

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

Handwritten signature



Signed and delivered for and behalf of the TeamLease Edtech Limited: Signature:  Name: ROHIT DOGRA Date: 01-07-2025 	Signed and delivered for and behalf of Swami Rama Himalayan University: Signature:  Name: Commander Challa Varshakar (Retd.) Date: 01 July 2025 
In the presence of: Witness 1  Signature:  Name: Mahesh Kumar Date: 01-07-2025	In the presence of: Witness 1  Signature:  Name: Dr. Mukesh Bishwan Date: 01-07-2025
Witness 2 Signature:  Name: Shubham Dubey Date: 01-07-2025	Witness 2 Signature:  Name: Dr. Archana Prakash Date: 01/07/2025



Annexure A – List of Programmes

The list of Programmes that will be launched together is provided below. This list may be modified by mutual consent.

Name of the Programme	Total Programme Fees (Rs)	Apprenticeship Fees Per Annum (Rs)
MBA	As determined by SRHU.	7000
BBA	As determined by SRHU.	7000
MCA	As determined by SRHU.	7000
BCA	As determined by SRHU.	7000
BCom	As determined by SRHU.	7000



54/9/25
ATTESTED
(RAJENDER SINGH NEGI)
Advocate & NOTARY
Chamber No. 92, 1st Floor
Opposite Bar Office
Collectorate Court Compound
Dehradun (Uttarakhand)

Annexure B: Content Development Commercials and Terms:

Commercials with Payment terms:

<u>Particulars</u>	<u>Total no of QP/Course for 2 PG & 3 UG Programs</u>	<u>Price per paper</u>	<u>Total Amount</u>
Content Development for ODL/Online Programs as per UGC DEB's 4 Quadrant Approach (1) SLM - SELF LEARNING MATERIALS,(2) QB - QUESTION BANKS (3) AV - AUDIO VIDEOS (4) LIVE WEBINAR & FEEDBACK.	$3UG \times 6(\text{Sem}) \times 5(\text{QP/Course}) = 90$ $+ 2PG \times 4(\text{Sem}) \times 5(\text{QP/Course}) = 40$ $= 90 + 40 = 130$	4.0 Lakhs / Paper (Excluding GST)	5.20 Crores

Payment Terms:

<u>Particulars</u>	<u>Payment Schedule %</u>	<u>Delivery Schedule</u>
Advance to be released with Work Order	40%	The service provider shall provide corporate guarantee against the full contract value.
On Delivery of eLMs and QBs	20%	1. Within 30 days of Advance amount realisation in Service provider bank account: 40 Papers 2. Thereafter 20 Papers every 2 weeks
On Delivery of e-Tutorials (Av) Content =20%	20%	1. 5th Week from date of Advance amount realisation in Service provider bank account: 20 Papers



		2. Thereafter 20 Papers every 2 weeks
Balance remaining will be paid on full and final content delivery	20%	At full and final content delivery

This 40% of advance shall be adjusted on a prorata basis against the 3 invoice to be raised by the Service Provider as per above table mentioned timelines.(e.g. In first two tax invoices one third of the advance amount will be adjusted and in the last invoice remaining advance amount will be adjusted)

TeamLease EdTech Ltd. ("Service Provider" hereafter) will provide the entire suite of e-Content, as specified by the University, and as per the **four-quadrant** principle specified by University Grants Commission (UGC) for the online programmes. The Programs as specified above should be rich in innovative presentation techniques to ensure retention of learners' attention.

It is expected and required that the Service Provider has full understanding of requirements of deliverables under four-quadrant specifications, and in case anything is not constructed from University, the Service Provider at its instance will provide the same at no extra cost. These e-learning Programs will be offered to the eligible candidates over the Internet and can be accessed by PCs/Laptops/Note books etc. The e-learning shall also be offered to the candidates over standard smart phones/tablets/PDAs and other emerging delivery channels with the help of mobile operating systems such as standalone apps/online accessible through mobile based browsers etc. Hence, the Service Provider is required to fulfill the compliance of UGC regulation i.e. UGC (Open and Distance Learning and Online Programmes 2020) and subsequent amendments thereon.

Thus, the e-Content and related materials, which needs to be developed as per the UGC's four quadrant approach is hereunder:



1. As large number of Programs under the MCA Programme has both theoretical and practical component and different credit structure, the equivalence would be 5 hours of respective content per credit for the theoretical part. For example, a course with 5 credits distributed as 3 credits in theory and 2 credit in practical would have at least 15 hours of e-Content in theory and Proportionate hours of e-Content in practical (Lab manuals, coding exercises/assignments or any such material related and required with the relevance of the course). This distribution will be proportionately applicable for Programs with different credit structure.
2. The e-Content, so developed should be plagiarism free (Up to 10K is permissible).
3. E-Learning Material aka eLMs for every subject/course must have pages in proportion of equivalent e- tutorial (video lectures) hours, as given and illustrated in point no. 1) above.
4. Recorded Video Tutorials (Lectures) on the part of the Service Provider would be full i.e. 100%, however, for UGC compliance, the Service Provider will train and assist in about 3 hours of video recording by Faculties of University for every subject/course. This will also extend to live sessions to be done by University Faculties to be put on LMS.
5. The payment for recorded Video Tutorials as above to the faculties and/or subject matter expert (external and internal) engaged by the Service Provider must be paid by Service Provider only.
6. Other requirements, as integral to the UGC 4 Quadrant requirement - indicative and non-exhaustive - to be included in e-Content is as under:
 - a. MCQs for all subjects
 - b. Subjective Questions - Small and Large Answers
 - c. Misconceptions for all subjects

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- d. FAQs for all subjects
- e. One Case Study per subject
- f. One Gamified Module per subject

Terms & Conditions:

1. The content has to be delivered to University as per the timelines mutually decided, and as depicted elsewhere in this agreement.
2. The, e-Content, so developed by Service Provider, will be hosted on the requisite LMS.
3. Any edits / additions / deletions, if any, as suggested by University needs to be incorporated in the content by Service Provider without any extra charges.
4. The quality (subject content, language, layout, design etc.) must be of acceptable standards. In case of deviation, the final decision rests with University.
5. The proprietary rights of the e-Content, so provided by the Service Provider will be duly transferred to University. The intellectual copy rights and production copy rights of the e-Content and other products developed will rest with University. Service Provider must in all conditions is responsible to maintain its confidentiality. Therefore, it cannot be copied, shared and used by anyone without the written consent/permission of University.
6. The Service Provider on starting the actual work on the assignment will provide detailed project plan clearly mentioning the process, work-flow, timelines, milestones and deliverables. The project should be executed in an optimum manner to complete the related assignments within the agreed upon time frame. The Service Provider should identify a person from its end as a single point of contact (PoC) for the entire project duration, who will interact with the assigned nodal officer of University and will update him/her periodically regarding the progress of the project.
7. The Service Provider will not put its name, logo or any other insignia that depicts its identity in whatsoever form. Neither will the Service Provider put any advertisement on it.
8. The Service Provider must develop any other content, in addition to specify above which falls, outside the purview of four-quadrant principles, on a pro-rate basis.
9. The Service Provider will provide a weekly/fortnightly/monthly report to describe the work progress in line with the submitted project execution plan

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