

AGREEMENT

This **Agreement** is entered into on this the _____ day of _____ 2015 at Mumbai and between Adhyayan Quality Education Services Private Limited (hereinafter referred to as “**Adhyayan**” which expression shall, unless repugnant to the context thereof, means and includes its successors and permitted assigns) a company incorporated under the Companies Act, 1956 having its registered office at A-17, Royal Industrial Estate, 1st floor, SewreeWadala Cross Road, Wadala, Mumbai 400031, of the **First Part**; and _____ (hereinafter referred to as “**the school**” which expression shall, unless repugnant to the context thereof, means and includes its successors and permitted assigns) having its registered address at _____ of the **Second Part**.

“**Party**” means either Adhyayan or the school individually; and “**Parties**” means both of them collectively;

WHEREAS Adhyayan is dedicated to improving the quality of leadership and learning in schools and assists them in transforming the quality of schooling and the learning opportunities of all their students by embedding internationally accepted approaches and practices contextualised for India.

AND WHEREAS the school is desirous of availing of the services offered by Adhyayan.

AND WHEREAS Adhyayan and the school desire to record herein below the terms and conditions upon which the parties have agreed to execute this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Adhyayan agrees to undertake the Adhyayan Quality Standard (hereinafter referred to as “**AQS**”) process with the school on the understanding that the following documents and information will not be shared with any third parties: the School Self-Review and Evaluation (hereinafter referred to as “**SSRE**”) training manual, the SSRE diagnostic and the Adhyayan Action Plan and any other document that informs the process.
 - 1a. The school undertakes that it shall not share the aforesaid documents with any third parties even after expiry of the term of this Agreement.
 - 1b. The school undertakes that it shall not copy the aforesaid documents other than for the purposes of its own requirements. If confidential information has to be copied due to its work requirements, the copies (including but not limited to files, discs, CDs, etc.) are exclusively owned by Adhyayan.
2. The school agrees that the AQS is based entirely on the external evaluation and is valid for two(2) years from the date of being awarded to the school, at the end of which period, the school will need to re-validate their AQS.
 - 2a. Both parties agree that the Report provided to the school by Adhyayan on the findings of the external evaluation is for the purposes of school improvement and is not binding on the school.
 - 2b. Both parties agree that Adhyayan’s certificate to the school confirming the Award cannot be changed or tampered with in any way.

- 2c. Both parties agree that the Award can be mentioned on the website, the school diary and any other publication of the school, limited to and within the validity period.
3. The school agrees that Adhyayan can publish the AQS awarded to the school on Adhyayan's official website (<http://www.adhyayan.asia>) during its validity period.
- 3a. Adhyayan will agree to refrain from publishing the awarded AQS if it differs greatly from the School expectations. In this event, Adhyayan will allow the school to re-validate AQS after 6 (six) months from the date of this Agreement and that the new AQS awarded will be published on the Adhyayan's official website.
- 3b. Any assistance and improvement services provided by Adhyayan within this 6 (six) month period will be on a separate/individual commission basis. The improvement service provided will be based only on the SSRE and not on the findings of external evaluation.
4. The Parties agree that two years from the date of the Award, this Agreement will expire. Thereafter, Adhyayan will extend its products and services offered to the school only upon execution of a renewal agreement on such terms and conditions which are agreeable to both parties.
- 4a. The costs of re-validation will vary according to the AQS tier to which the school applies for at the time and the rates then applicable.
- 4b. If the school decides not to re-validate or fails the re-validation process, Adhyayan will remove the name of the school from the official AQS website and online lists published on the Adhyayan website.
5. Adhyayan may conduct spot inspections within the validity period of two (2) years to confirm robustness of the external review results.
6. The school agrees to participate in Adhyayan's research study to evaluate the impact of the organisation's services throughout the two year AQS validity. This includes the Adhyayan team documenting progress within the school and collecting data for its own records.
7. Photographs, videos, audio and documented evidence from within and around the school premises may be used for research and documentation purposes. The school allows Adhyayan Quality Education Services Pvt. Ltd., the copyright to use and publish the same photos in print and/or electronically.
- 7a. The school agrees that these photographs, video and audio may be used in some promotional material released by the organisation from time to time across print and digital mediums. In any such event, I agree that Adhyayan Quality Education Services Pvt. Ltd. may use the photographs and videos of the principal/management, the school premises, its staff and its minor students with or without my name or name of the school/network and for any lawful purposes, including such purposes as publicity, media coverage, documentation, case studies, illustration, advertising, and Web content.

7b. Adhyayan ensures that it will not distribute the photographs taken at the school to any other organisation. Under no circumstances, will a child's identity be classified at the publication of any photograph without parental consent. All the photographs will be taken in accordance to the guidelines laid down by the National Commission for Protection of Child Right (NCPCR). <http://www.ncpcr.gov.in/childparticipationtv.htm>

8. The parties agree that Service Tax of 12.36% per Adhyayan Quality Standard programme that is commissioned will be borne by the school in addition to the quoted cost of the programme.
9. The school agrees to the advance payment of 50% of programme fees at time of programme confirmation, with the remaining balance to be paid on or before Day 5 of each AQS programme.
10. All disputes and differences directly or indirectly arising at any time under, out of, in connection with or in relation to this Agreement including, without limitation, all disputes, differences, controversies and questions relating to the validity, interpretation, construction, performance and enforcement of any provision of this Agreement shall be finally, exclusively and conclusively settled amicably by the parties.
11. In the event the parties are unable to resolve the dispute/difference between them, then courts in Mumbai shall have the exclusive jurisdiction to try disputes and differences arising out of, in connection with or in relation to this Agreement.

IN WITNESS whereof the following authorised signatories verify that both parties have agreed to all terms of this Agreement, effective as of the _____ day of _____ 2015.

**ADHYAYAN QUALITY EDUCATION
SERVICES PRIVATE LIMITED
(name and stamp)**

Accepted and agreed

By:

Position:

Address: A-17, Royal Industrial Estate,
1st floor, Sewree- Wadala Cross Road,
Wadala, Mumbai 400031

Date:

In the presence of:

Name:

**School Name
(Stamp & Signature)**

Accepted and agreed

By:

Position:

Address:

Date:

In the presence of:

Name: