

**AGREEMENT BETWEEN  
SERVICE PROVIDER (SP)**

**AND**

**INFORMATION TECHNOLOGY GYAN KENDRA (ITGK)**

**This Agreement is made at Jaipur (Rajasthan) on the .....th Day of  
.....2019.**

**BETWEEN**

**(Name of the Service Provider)**

**which is a registered**

Choose Firm Type

**Under** *Click here to enter text.* **Act,** **and having the registration no.** *Click here to enter text.* **and having PAN No** *Click here to enter text.* **the Service Provider,** empaneled by Rajasthan Knowledge Corporation Limited (RKCL) to create and manage RKCL's Authorised Information Technology Gyans Kendras (ITGKs) in the state of Rajasthan having its Regd. Office at .....and corporate office at .....hereinafter referred to as "**SP**" through its authorized officer .....(name & Designation).....(which expression shall mean and include its successors and assignees) as the party of the **First part,**

**AND**

**Miss/Mrs/Mr.....w/o/D/o/S/o Mr.....carrying business in the name of**

**Name of ITGK -** *Click here to enter text.*

**ITGK Code -** *Click here to enter text.* **AO Acknowledgement code:**

**Complete Address of ITGK -** *Click here to enter text.*

the **Information Technology Gyan Kendra Owner/ Director/Partner/President,** hereinafter referred to as "**ITGK OWNER**" (which expression shall mean and include its successors, administrators, executors and assignees), as the party of the **Second part.**

**RKCL** was promoted jointly by the (1) Government of Rajasthan, (2) Maharashtra Knowledge Corporation Limited (hereinafter referred as “MKCL”), (3) Rajasthan University, Jaipur, (4) Maharana Pratap University of Agriculture and Technology, Udaipur, (5) Vardhman Mahaveer Open University, Kota, (6) RajComp Info Services Ltd, Jaipur and (7) Centre for e-governance, Jaipur to promote and enhance digital literacy in the state of Rajasthan.

**AND WHEREAS** RKCL has empaneled the Service Provider (SP) having the relevant expertise/experience for discharging certain responsibilities and carrying out certain activities on RKCL’s behalf, to create and manage RKCL’s Authorized Information Technology Gyan Kendras (ITGKs) in the state of Rajasthan, empowered by authorization given by RKCL from time to time in this regard.

**WHEREAS** ITGK OWNER has expressed its interest and desire to the Service Provider to run RKCL’s authorized ITGK with the terms and conditions contained in this agreement including EOI document (Annexure A) under the guidance of the SP as per RKCL norms applicable from time to time,

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. DEFINITION:**

S. No.	Item	Definition
1.1	<b>MOU</b>	Memorandum of Understanding
1.2	<b>AO</b>	<b>Applicant Organization</b> who applies through the Service Provider(SP) to RKCL for being registered as an Information Technology Gyan Kendra (ITGK)
1.3	<b>ITGK</b>	<b>Information Technology Gyan Kendra</b> which is established by the Applicant Organization (AO) and authorized by RKCL as per its norms for conducting RS-CIT and other programmes/Courses. The ITGK shall also be a special Centers of VMOU for RS-CIT Course and shall be one of the collaborators along with RKCL and VMOU for delivering the RS-CIT Course.
1.4	<b>Learner</b>	The individual registered at the ITGK for RS-CIT and other programmes / courses offered by RKCL and issued login id and password by RKCL.
1.5	<b>RS-CIT Course</b>	Rajasthan State Certificate Course in Information Technology ( <b>RS-CIT</b> ).
1.6	<b>Other Courses</b>	Programmes other than RS-CIT as announced by RKCL from time to time.
1.7	<b>VMOU</b>	Vardhaman Mahaveer Open University, Kota

Under this agreement, the RKCL, ITGK and VMOU shall be responsible to conduct RS-CIT Course. RKCL has executed and may revise time to time if so required, an MoU with VMOU for necessary terms and condition for conducting the RS-CIT course through ITGK including examination, prescribing the curriculum, course delivery mechanism, internal assessment, Learning facilitation re-examination etc., and RKCL has also executed agreement with Service provider (SP) to create and manage ITGKs and sign agreement with ITGKs.

Each party shall fulfill its own responsibility towards providing services to the students for completing the course and retain its own part in course fee, however for course other than RS-CIT, RKCL may make necessary arrangement with Education Partners, Software providers, Course Material procurements, Content Providers or any other requisite arrangements as applicable.

## **2. ENGAGEMENT:**

2.1 ITGK Owner has agreed to run authorized ITGK of RKCL and adhere to the rules, policies and norms as designed and developed by RKCL from time to time and communicated through Service Provider, regarding all matters related to RS-CIT and any other programmes/courses including its curriculum, academic delivery methodology, course fees including Internal Assessment/examination fees and Re-Examination fees, Learning facilitation fee Course material charges, faculty Examination Fees, time-tables/schedules of batches, Examination dates, evaluation and certification methodology and SLA norms.

2.2 All the future modalities as approved by RKCL will be applicable on both the parties to this MOU.

2.3 By virtue of this agreement no relationship as of employer, employee and principal agent is established between ITGK owner and RKCL. Without permission in writing of RKCL the ITGK owner shall not do any act for or in name of RKCL.

2.4 The parties agree to perform the roles and responsibilities towards operating the said ITGK in accordance with Annexure A of this agreement.

2.5 In consideration of providing services to students, ITGK will get its share in course fees by way of tuition fee. This share may be either retained by ITGK or may be deposited in an Escrow Bank Account jointly with RKCL or any other mechanism as directed by RKCL from time to time. In case of an Escrow Account, RKCL will be crediting ITGK's share in the Bank Account of ITGK as specified by ITGK on MYRKCL portal / any other place as mentioned by RKCL. This will be the sole responsibility of ITGK to submit its own Bank details for receiving share through Escrow Account or any Fund / Share Transfer that RKCL may process from time to time. In case of Escrow Account, Escrow agreement with Bank shall be executed by Service Provider of ITGK on behalf of ITGK and ITGK is authorizing its Service Provider to sign Escrow Agreement on its behalf. The ITGK share (Paid or scheme) may be reduced, altered or enhanced from time to time as decided by RKCL/VMOU. Similarly RKCL will retain its portion in course fee towards providing services to

Students such as Internal Assessments and Learning facilitation etc. and VMOU shall retain/paid for its portion towards Admission, Enrollments, Examination and certification work. The course fee may vary for different category of admissions as per directions of its Board / Govt. and the ITGK share may be decided accordingly. In performing responsibilities as per this agreement, any Direct or indirect taxes/duties/cess/statutory liabilities arise on the part of share of ITGK shall be borne by ITGK itself. ITGK also undertakes to disclose all the receipts on account of RKCL's programmes/courses in all the returns to be filed statutorily and shall submit copy of the same on demand to RKCL. ITGK shall also issue their separate fee receipt/Invoice/Bill of supply (As the case may be) against tuition fee part as collected from Learners

2.6 ITGK undertakes not to change, sub-let, Transfer, Assign, or otherwise the ownership as mentioned and written in this agreement of the ITGK unless permitted by the RKCL. Similarly unless otherwise permitted by RKCL, ITGK shall not run its center at any other location /premise other than Authorized / permitted by RKCL. ITGKs cannot share the same office, lab, Classroom & IT Infrastructure with other ITGK , however if ITGK Owner and their Service Provider is same than it may be permissible.

2.7 ITGK undertakes to create necessary infrastructure, computing facilities, qualified staff, requisite trained Trainers/Facilitators etc. as prescribed by RKCL from time to time

2.8 ITGK - service provider mapping shall be subject to final approval from RKCL. In certain circumstances RKCL reserves the right to map any ITGK with any Service Provider / RKCL, the terms and conditions in this agreement will continue to be in force with such new arrangement/Service Provider, unless otherwise informed by RKCL In case of a request to change its Service Provider, RKCL reserves the right to approve / reject the application. ITGK is further informed that ITGK will follow all rules / policy as communicated time to time regarding SP changes. RKCL may offer any mode for such Service Provider change (Off line or online)

### **3. SHARE IN COURSE FEE :**

The three parties namely RKCL, VMOU & ITGK are running this programme on Principal to Principal Basis. To provide services to the students towards conducting RS-CIT and other courses, ITGK would be in charge of bringing together resources such as classroom facilities, equipment, furniture & fixture, administrative set-up and also responsible for day to day operations and management of ITGK including promotion and marketing the course, admitting the students, conducting the classes and performing all other administrative functions for which ITGK shall receive share as Tuition Fee of Rs 2350/ and 1700/- as the case may be out of total Course Fee of RS 3350/- or 2700/- respectively for RS-CIT course .

Similarly RKCL shall take Internal Assessment and provide learning facilitation to the Student independently and charge fee from Learners , similarly VMOU shall also paid for Enrollment, Conducting Examination and issuing Certification to the learners.

For programmes/courses other than RS-CIT, methodology and share payment shall be communicated separately by RKCL from time to time.

The Course fee and share of ITGK for RS-CIT and other courses / programs may be reduced, altered or enhanced from time to time as decided and communicated by RKCL.

If any Financial Support/Assistance in course fee is available from any Department of the Government or from any other organization under any scheme, then the ITGK would ensure obtaining of all prescribed certificates/documents required for determining eligibility of the learners availing of such benefit. The ITGK would verify veracity of these certificate/documents for fulfilling the laid down eligibility criteria and preserve it for record and forward a copy of all the documents in this regard to Service Provider/RKCL or any authority as decided and communicated by RKCL. If such benefit is denied by the Government or the funding organization due to insufficient documents, change in the norms of the scheme or discontinuation of the scheme and/or wrong verification by the ITGK and resulting wrong conformal of the Learner, the loss in fee receipt on this account would be borne by the ITGK and the necessary amount would be recovered from ITGK. The ITGK must submit the DATA/List or any other information as directed by its Service Provider or by RKCL to such benefit giving Government Department or any other organization for availing of the fee benefit announced/agree to.

In the event of payments in Installment mode from any Government sponsored scheme or scheme funded by any agency, RKCL shall first recover its share including examination and Course Material charges , and remaining amount shall be paid to ITGK either fully or in installments.

#### **4. INTELLECTUAL PROPERTY RIGHTS:**

All the intellectual property rights, to and in the course name i.e. RS-CIT, ITGK, Gyan Kendra, software framework for the delivery of RS-CIT, study material, whether in printed or in electronic, digital or any other format and all business data generated during the period of validity of this Agreement, are the exclusive intellectual property of RKCL, ITGK is authorized to use such names only during its authorization by RKCL for RKCL programmes only. RKCL may take appropriate legal action on its unauthorized use.

#### **5. INDEMNITY**

Each party hereby indemnifies and agrees to keep indemnified the other, from and against all direct claims, losses, liabilities, obligations, damages, expenses and costs

brought against or suffered by the other or any of its respective officers, directors, employees or agents, resulting from, arising out of or relating to: -

- a) a breach or non-performance of any of the representations, warranties, covenants and/or assurances contained herein;
- b) failure to perform any obligations contained herein;
- c) a breach of any law, rule, regulation, notification or other statutory or legal provisions or requirements;
- d) any willful misconduct or negligent acts by it or any of its officers, directors, employees or agents.

## **6. Online Services / Transactions**

Online Services are the RKCL's services which provide access to services like admissions upload, admission confirmation, re-exams, reports and various other services (including Transaction of financial and non-financial in nature) to RKCL's network (Service Providers, ITGKs etc.) through online / offline based applications / portals like MYRKCL.COM, LMS. RKCL.CO.IN etc. RKCL provides a user Id and password to its Network partners (SPs, ITGKs etc.) and various other departments / users as and when they are created and these are communicated. The ITGK / SP will be required to mandatorily change password assigned by the RKCL on accessing online applications for the first time.

The ITGK / SP shall:

- Keep the User-id, password and OTP (One Time Password) totally confidential and not reveal them to any third party / unauthorized person.
- Create a secured password that shall consist of a mix of alphabets, numbers and special characters which must not relate to any readily accessible personal data such as the USER's name, address, date of birth, telephone number, vehicle number, driver license etc. or easily guessable combination of letters and / or numbers;
- Commit the User-id and password to memory and not record them in a written or electronic form; and
- Not let any unauthorized person have access to his computer or leave the computer unattended while using RKCL's applications / portals.
- Not access RKCL applications / portals if his/her computer device is not free of malware (Viruses, Trojans, etc.).

The ITGK / SP agrees and acknowledges that RKCL shall in no way be held responsible or liable if the ITGK incurs any loss as a result of compromise of User-id and password by the ITGK / SP himself or ITGK has failed to follow the Service instructions as published by the RKCL from time to time. ITGK / SP agrees to fully indemnify and hold harmless RKCL in respect of the same.

RKCL shall not be liable for any unauthorized transactions through the use of Online / Offline Services which can be attributed to the fraudulent or negligent conduct of the ITGK / SP. RKCL shall not be liable to ITGK / SP for any damages whatsoever caused

on account of breach of secrecy/confidentiality due to reasons beyond the control of RKCL.

ITGK / SP shall ensure that Mobile Number / Email Id and address of ITGK / SP are always kept up to date by timely communicating these changes to RKCL by following process as defined by RKCL from time to time.

## **7. VALIDITY:**

8.1 This Agreement embodies the entire, sole and exclusive Agreement and understanding between the parties hereto with respect to the subject matter hereof and signing of this Agreement shall result in cancellation and replacement of all past understandings, appointments, and agreements amongst the parties hereto whether in writing or otherwise with respect to the subject matter of this agreement.

8.2 This Agreement shall be effective from the date of approval granted by RKCL and shall be continue till withdrawal/ termination subject to fulfillment of various SLA and norms defined by RKCL for renewal of ITGKs from time to time.

8.3 In case of change in Service Provider of any ITGK, the binding of the said agreement shall continue with new service provider/ RKCL as the case may be.

## **8. TERMINATION:**

9.1 RKCL reserves the right to impose financial penalty / block / terminate permanently with immediate effect, authorization of an ITGK either based on the recommendations of Service Provider or on the recommendations by RKCL committee / employee or based on findings of company's own information and records without giving any warning / prior intimation therefore, in case of any of the following reasons (not limited to below):

- a) unsatisfactory performance of ITGK;
- b) verified complaints by learners against the ITGK;
- c) ITGK conducting the RS-CIT course in an unauthorized premise;
- d) committing malpractices by the ITGK which may cause damage to the goodwill of RKCL and/or financial damage to other ITGKs following ethical practices;
- e) ITGK grossly misguiding the potential learners and/or public at large;
- f) Associate / Assist / Communicate with any Individual / Firm / Company / Association who had filed any writ/court case against RKCL or working against RKCL business interest / RKCL reputation or indulge in any irregularity/fraud or if any Legal notice/complaint/FIR has been registered against the ITGK.
- g) Non-compliance by ITGK of any provisions or guidelines communications/ norms / SLAs issued by RKCL from time to time.
- h) Misuse / Improper use of Online Services / Transactions

- i) Non-compliance of learning quality standards, manipulating with/in software, LMS indulging into unethical practices, interfere in examination process etc.
- j) Any other reason liable for action against ITGK
- k) It is the responsibility of both ITGK & Service Provider to execute this agreement however Non executing of this agreement with Service Provider is also liable for termination of ITGK.

9.2 This Agreement may be terminated by either party by giving the other party a notice in writing of one months of its intention to do so, and this includes withdrawal of ITGK mentioned in Bid documents, but without dishonoring any commitment entered into prior to the date of termination notice and no party shall leave its commitment unfinished which may result in tangible and or other losses to the Learners.

9.3 The Agreement shall also stand terminated for any reasons such as legal processes, bankruptcy or otherwise insolvency or on happening of any event beyond the normal control of the party concerned and which disable any of the parties hereto from functioning further. Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and intellectual property rights.

**9. SETTLEMENT OF DISPUTES:**

If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred by the Parties to the Managing Director, RKCL, who shall nominate an arbitrator whose award/decision be final and binding on the parties of this agreement. Subject to the provisions of Arbitration and Conciliation Act 1996 and of all the rules there under and all statutory modifications there of shall govern such arbitration proceedings and shall be deemed to apply to and be incorporated.

All disputes and differences, whatsoever arising out of these presents or any part thereof and whether as to the construction thereof or otherwise shall be referred to the courts at Jaipur, INDIA which shall be the courts having jurisdiction to entertain and try the same.

**10. NOTICES**

Any notices, requests and other communications required or permitted hereunder shall be in writing and shall be given by courier/registered mail or by facsimile/e-mail, at or to each of the parties at the addresses set forth below in this Agreement or to address as intimated from time to time:

<b>First Party: SP</b>	<b>Second Party: ITGK</b>
Click here to enter text..	Click here to enter text..



<p>Tel.: +91 <a href="#">Click here to enter number</a>  Email: <a href="#">Click here to enter text.</a></p>	<p>Tel.: +91 <a href="#">Click here to enter text.</a>  Email: <a href="#">Click here to enter text.</a></p>
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IN WITNESS WHEREOF the parties hereto have set their respective hands to these presents hereto on the date and year herein above written.

<p><b>Party of the First Part</b></p> <p>Signature of Authorized Signatory :</p> <p>Name of Authorized Signatory :</p> <p>Designation :</p> <p><b>Witness</b></p> <p>Signature of Witness :</p> <p>Name of Witness :</p> <p>Designation :</p>	<p>For .....</p> <p><a href="#">Click here to enter text.</a></p> <p><a href="#">Click here to enter text.</a></p> <p><a href="#">Click here to enter text.</a></p> <p><a href="#">Click here to enter text.</a></p> <p><a href="#">Click here to enter text.</a></p> <p><a href="#">Click here to enter text.</a></p>
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<p><b>Party of the Second Part</b> :</p> <p>Signature of Authorized Signatory :</p> <p>Name of Authorized Signatory :</p> <p>Designation :</p> <p><b>Witness</b></p> <p>Signature of Witness :</p> <p>Name of Witness :</p> <p>Designation :</p>	<p>For <a href="#">Click here to enter ITGK Name</a></p> <p><a href="#">Click here to enter text.</a></p> <p><a href="#">Click here to enter text.</a></p> <p><a href="#">Click here to enter text.</a></p> <p><a href="#">Click here to enter text.</a></p> <p><a href="#">Click here to enter text.</a></p> <p><a href="#">Click here to enter text.</a></p>
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Rajasthan Knowledge Corporation Limited  
(A Public Limited Company Promoted by Govt. of Rajasthan)