



SERVICE AGREEMENT

This Service Agreement is made on the 23rd day of Feb, 2017

Between,

Finitives Learning India Private Ltd (hereinafter referred as 'FLIP'), a finance education company, having its registered office at # 1112, 10th Main, Gokulam 3rd Stage, Mysore - 570002, Karnataka, India

AND

School of Management Sciences, Tezpur University, an educational institute, having its registered office at Tezpur-784028, Assam, India herein after referred to as 'Client'.

Overview

This agreement covers the terms and conditions, under which the Client will utilise FLIP's online training solutions.

This agreement is effective for a period of 3 years, starting from Feb 2017.

The proposed launch date for the program is 14th day of March, 2017.

Product & Service Offerings

FLIP will offer the following products and services to the Client.

Product		
Course	Practice and evaluation tests	Assessments
Smart Banker Program with Finacle from Infosys – Part 1	Interim tests will be available post set of chapters throughout the program	Online Assessment- Part 1
Smart Banker Program with Finacle from Infosys – Part 2		Online Assessment- Part 2

- This course will be offered to the 3rd year students of M.com Integrated program with BFS Specialization & credit points will be provided as per the client rules & regulations.
- Access to the online program will be given for 6 months/batch.
- Course coverage of additional training is mentioned in Annexure 1.

FLIP will offer the following standard services (included in pricing), to complement its training solution, for the duration of the program.

Standard Services	
Service Description	Frequency
Kick off session (telephonic/web-based)	1 session before the start of the batch
Telephonic Doubt Clearing Sessions with faculty	2 sessions per batch. (Additional will be charged at INR 3500+Tax per session)
Technical support over email and phone	Unlimited, during the time training is active
Learning report to Client SPOC (Single Point of Contact)	Fortnightly, during the time training is active
Completion status to learners	Available to Candidate 24*7
Newsletter on happenings & terms in Banking & Finance	Weekly

IT/System Requirements
Network should allow FLASH content
The client system should have FLASH installed in the browser
Each screen of our chapter files is <200KB; base level net connectivity required
Our content is compatible with all browsers except Internet Explorer (IE) 6

Pricing & Payment Schedule

Pricing			
Course / Program Name	Price Per License (Excluding Tax)	No. of Licenses	Total Price *
Smart Banker Program with Finacle ONLY	INR 5,388*	42 (14 students per year for 3 years)	INR 2,26,300*

*Taxes extra as applicable.

- 100% payment will be made upfront, within 30 days of invoicing.
- For any additional license, it will be priced at INR 5,400+tax per licence.
- In case, the number of licenses used are less than 42 in a span of 3 years, then the excess payment will be adjusted at the time of renewal of the contract in the 4th year.
- In case the full payment is not made within 30 days of date of invoice, the access to program may be stopped and participants will not be able to access the program. The access will be resumed only when the full payment is made.
- FLIP agrees and understand that the client will deduct the TDS if applicable.

Note: In case a student withdraws his/ her admission and his/ her program usage is above 5%, it will be considered as a used license. If the usage is <=5%, then it can be replaced with a new ID.

Certification:

This program is a customised version, and it do not contain certification. Students who are interested to write the certification exam must pay an additional fee for training and certification.

- Additional training fee- INR 3500+Tax for (35.5 hours)
- Additional certification fee- INR 1500+Tax each for Part 1 and Part 2 Certification exam.
- Course coverage for the additional content is mentioned in Annexure 2.
- If the participants opt for the certification exam, the student will be provided one month of additional access of the program to prepare for the certification exam.
- Students who are eligible, must write the certification exam within one year of the start of the batch.

Single Point of Contact (SPOC)

FLIP and the client will designate a Single Point of Contact (SPOC) who will coordinate to run the learning process. Both parties will also designate an escalation point.

Client	SPOC	Escalation Point
Name	Hridoy Saikia	Subhrangshu Sekhar Sarkar
Designation	Joint Registrar	Head, Department of Commerce
Email	hridoy@tezu.ernet.in	subh@tezu.ernet.in
Phone	9957184359	9435081446

FLIP	SPOC	Escalation Point
Name	Niveda UK	Payal Chatterjee
Designation	Education Institutions	Sr. Manager- Educational Institution
Email	niveda.uk@learnwithflip.com	payal.chatterjee@learnwithflip.com
Phone	7204741596	9008703436

Deliverables by FLIP

- FLIP will provide **online learning courseware, practice tests, evaluation tests & final assessment.**
- FLIP will provide unlimited technical and content support through email for the smooth functioning of course.
- FLIP will assign a **Dedicated Relationship Manager**, who will ensure smooth completion of the overall Learning process.
- FLIP will share the **learning report, fortnightly** with college. It will have details such as: percentage of completion for each individual, Practice test scores etc.

Deliverables by the Client

- Client will make this online program mandatory for the all relevant students.
- Client will ensure that all the students are adequately informed about the program.
- Client will share the list of candidates with name, email id, phone number to FLIP.
- Client will take necessary actions basis the report sent by FLIP.
- Client will conduct all the tests in a proctored environment.
- Client will allocate dedicated time for the students to study in the lab.

Best Practices for an effective e-learning experience

Step 1: Mail from the Dean/Director - to students stating the importance of the Program, and why they need to take it seriously.

This mail should be sent to the students at least 2 days before the launch.

Step 2: An introductory (kick-off) session - (via tele-conference) by FLIP (mandatory attendance for students), which will also be attended by college Dean/Director. The features of the program and any queries that the students might have will be addressed at this stage. The SPOC should emphasize why they have partnered with FLIP for the program.

Step 3: Mail from SPOC - Escalation from director (if necessary) for students who are behind schedule on a regular basis. FLIP will provide the list of students who are behind schedule.

Step 4: Assessment Tests – Should be conducted in college, and in a proctored environment; it is the responsibility of the college to ensure the same.

Step 5: Weightage in Assessment – Scores in the final assessment test should be given weightage in the semester evaluation, to ensure seriousness.

Course Structure

- The program is divided into 2 Parts, Consisting of 5 modules in Part 1 and 10 modules in Part 2
- At the end of each module, there is a practice test and an evaluation test.
- The participant needs to complete the chapters in each module, and then take the practice test.
- The participant must clear the evaluation test with a minimum score of 60%.
- Only after the participant has cleared the evaluation test, will the next set of chapters (module) gets unlocked.
- At the end of each part, a Final Assessment Test will be conducted.
- A student should complete at least 80% of the program to be eligible for the Final Assessment Test.

Study Plan and Monitoring Learning Progress

- A detailed study plan will be provided to the students with defined timelines to complete the program.
- The participant must adhere to the study plan to successfully complete the program.
- If for any reason, a student cannot adhere to the study plan, s/he should mail to FLIP marking the college SPOC.
- Fortnightly, a learning report would be sent to the SPOC. This learning report would include details of every participant's learning progress.
- FLIP will follow up with students and send reminders (call/e-mail/sms) on a regular basis.
- 1 Faculty doubt clearing session is mandatory per batch, where all the students must attend it from the classroom in a specific date and time, mentioned by FLIP. The session will be conducted either through webinar/Skype. Other sessions are optional to the students.
- Once escalation is done by FLIP, the college will follow up with students lagging behind, to ensure they adhere to the study plan and complete the program.

General Terms & Conditions

- The licensing fee paid by the client will enable it to offer FLIP's e-learning courses, as defined above, via a login ID for each user.
- The courses will be hosted on FLIP's learning platform (www.learnwithflip.com) only.
- Authorized Users include all the students of the client only.
- Each user ID is for one student only; one user ID license may not be shared across multiple users; such usage constitutes breach of contract.
- One user ID cannot be used to train multiple participants in a classroom or any other format.
- All licenses will have to be allocated within 6 months of the date of contract.
- The content belongs to FLIP and can neither be downloaded nor distributed. FLIP will provide PDF summaries of each chapter, which may be downloaded by the user.
- Users of training courses may create easily downloadable notes for their own use. No further documentation will be provided by FLIP.

Confidentiality & Use of Information

Each party will retain in confidence the terms of their agreement for Content Licences and Services and all other information and know-how of the other party disclosed to or acquired by such party ("Receiving Party") pursuant to, or in connection with this Agreement, which is either designated as proprietary or confidential or which, under the circumstances, ought in good faith to be treated as proprietary or confidential ("Confidential Information").

Signature

Signature

Amalendu Sharma

Joint Registrar
Tezpur University

<p>For Finitatives Learning India Pvt. Ltd.</p> <p>Name: _____ Designation: _____ Date: _____</p>	<p>For Tezpur University</p> <p>Name: <u>H. Sarbia</u> Designation: <u>St. Registrar & A</u> Date: <u>28/02/17</u></p> <p>Joint Registrar Tezpur University</p>
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