

DRAFT (REWARD)

AGREEMENT

This AGREEMENT is executed atonth day of 2020

BETWEEN

CSC Academy, a Society registered under Societies Registration Act 1860 and having its principal office at 3rd Floor, Electronics Niketan, Ministry of Electronics and Information Technology, 6 CGO Complex, Lodhi Road , New Delhi – 110 003 through it's Authorized signatory Sh..... herein after referred to as **CSC ACADEMY** which expression shall unless it is repugnant to the context or meaning thereof shall include it's successors, assignees of the **VLE**.

AND

Sh.....S/O..... R/O , hereinafter referred to as the **VLE**, which expression shall unless it is repugnant to the context or meaning thereof shall include his legal heirs, successors, legal representatives, nominees, assignees of the **CSC ACADEMY**

WHEREAS the **CSC ACADEMY** is a publicly invested learning institution that provides access to professional learning for learners of diverse backgrounds and educational needs. The Academy is further committed to teaching, delivering of specialized courses/ training programmes, leadership, communication skills and promotion of entrepreneurship among the rural masses in India. The **CSC ACADEMY** is also engaged in Developing, maintaining and supporting the online learning environment for ensuring large scale e-learning opportunities for learners across India, particularly in rural and far- flung regions by affiliating schools in the name of **CSC Bal Vidyalaya**.

WHEREAS the **VLE** is a village level entrepreneur (VLE) engaged in running **CSC Centre** under the Name & Style of _____, having **CSC ID** _____ and is the Proprietor /Owner/Director/Coordinator of the said **CSC Centre** in the state of _____ registered with **CSC**

e -Governance Services India Limited under CSC Scheme , having (PAN No)-
_____and GST No._____.

WHEREAS the VLE is desirous to get affiliated his /her CSC Center as CSC Bal Vidyalaya, has approached the CSC ACADEMY for the said affiliation, the CSC ACADEMY has agreed to grant his/her CSC center bearing centre No.....as CSC Bal Vidyalaya on the following terms and conditions as provided underneath :

NOW THIS AGREEMENT WITNESSETH AS UNDER :-

1. That that this agreement is valid for a period of five years with effect from date of execution of this agreement tounless terminated in accordance to any of the terms mentioned in this agreement.
2. That the VLE agrees that he/she will run his /her CSC Bal Vidyalaya within Rules, framework and guidelines of the CSC ACADEMY as per Objectives of CSC ACADEMY.
3. That the VLE agrees that while running his/her CSC Bal Vidyalaya ,he /she shall abide the minimum recommended requirements laid down by the CSC ACADEMY as mentioned in the Annexure-A attached with the present agreement which is an integral part of this agreement , until and unless CSC ACADEMY decides to waive off the same .
4. That the VLE agrees that he/she will:
 - a) Abide by the rules & regulations made by CSC ACADEMY from time to time.
 - b) Impart quality educational services to the students registered enrolled or admitted in his/her CSC Bal Vidyalaya as per the guidelines laid down by the CSC ACADEMY.
 - c) Conduct classes as per Guidelines/ Rules / Regulations laid down by the CSC ACADEMY, without any malpractices and violation of the same at any stage.

- d) Abide by all other notifications, circulars, guidelines etc issued by CSC ACADEMY to the VLE from time to time.
 - e) Ensure that he/she shall be responsible for Day to day Compliances, monitoring and the overall functioning of the CSC Bal Vidyalaya.
 - f) Liable for true, correct and timely reporting regarding the CSC Bal Vidyalaya as and when asked by Official's of the CSC ACADEMY.
 - g) Provide access to official's of the CSC ACADEMY/ Representative to verify & take the review of the target assigned to the CSC Bal Vidyalaya on monthly basis & report.
 - h) He/she will not verify and submit any false/wrong or fake / wrong documents /data and indulge in any unlawful activity.
 - i) Not misuse name of CSC Bal Vidyalaya /CSC Academy or any Intellectual property or rights obtained through enrolment or affiliation with CSC Bal Vidyalaya / CSC Academy for empanelment and appointing franchisee by collecting money.
 - j) Not use any unfair means in what-so-ever manner.
 - k) Abide by the condition that CSC Bal Vidyalaya is not transferrable to any other person/ agencies.
 - l) Ensure all statutory compliances including tax compliances
 - m) Allow the observers deputed by Officials / State Govt./ District Administration or other Government agency to visit his/her CSC Bal Vidyalaya and submit all documents / support for inspection / audit.
5. That it is agreed in between the parties that the CSC ACADEMY may cancel /terminate the CSC Bal Vidyalaya at any time with prior notice to the VLE by the CSC ACADEMY if the VLE is found to be indulged in the following activities:
- i. VLE demands, extra cost from the students.
 - ii. VLE could not take/ arrange regular classes according to the scheduled time-table.
 - iii. Un ethical support is provided by the VLE during the admission time.
 - iv. The VLE close his/her CSC Bal Vidyalaya for more than 7 days without any prior information to Students/parents and DM/ DC.

- v. In case any complaint is received against CSC Bal Vidyalaya from student/ parents/local government / police then the state team of the CSC ACADEMY shall investigate this matter within 15 days and according to their observation and report the CSC ACADEMY may terminate, temporarily or permanently the CSC Bal Vidyalaya depending on the seriousness of the case.
 - vi. In case of temporary termination, the VLE due to non-compliance of any of the points mentioned in i, ii, iii, iv, v shall rectify the compliance within 15 days, otherwise termination will be deemed permanent.
 - vii. In case of permanent termination, as a penalty, the VLE should transfer their students to another CSC Bal Vidyalaya (selected by central team of CSC ACADEMY along with the fees paid by the student for the complete academic session.
6. That it is agreed by the VLE that nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between the CSC ACADEMY and the VLE and/or the personnel assigned/provided/deployed by the VLE or provide VLE and/or its personnel with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of any of them. The VLE acknowledges and agrees not to hold himself/herself out to be an employee of the CSC ACADEMY or any subsidiary or affiliate or agent thereof.
7. That it is agreed in between the parties that the VLE shall be solely responsible for all acts, deed, compliances of its employees regular/contractual Operators/ any person authorized/appointed by the VLE to operate or deliver functional, operational responsibilities of CSC Bal Vidyalaya. The VLE specifically agrees that the personnel, employees, agents, etc. have no authority/right to bind the CSC ACADEMY in any manner. It is also clarified that the personnel employed by the VLE will be governed by the terms of the VLE's employment.

8. That the VLE will not sell, transfer, alienate etc the assets (Annexure B) given to the VLE by the CSC ACADEMY for running the CSC Bal Vidyalaya for the next five years from date of the present agreement. Post five years the CSC ACADEMY shall decide the transfer of assets.
9. That the VLE shall be solely responsible for the day-to-day operations and administration of the CSC Bal Vidyalaya.
10. That it is mutually agreed in between the parties that following will be the Student Fees collection procedures:
 - a. VLE shall decide the monthly student tuition fee in consultation with CSC Academy. Fee will depend on the local affordability of parents.
 - b. VLE shall collect all fees in proper receipt books and maintain required account books.
 - c. A fee of Rs. 50/- to 100/- per student per month shall be paid by VLE to the CSC ACADEMY which shall be paid within 15 days of scheduled period of collection of fees from students by the VLE. The frequency of collection of fees by the VLE from students shall be mutually agreed, between CSC Academy and VLE.
 - d. The agreed fees shall be paid by VLE to CSC Academy for the period of agreement.
11. The VLE shall be solely responsible and liable for all regulatory compliances, approvals, etc. with respect to the CSC Bal Vidyalaya's administration, students and staff.
12. That the VLE shall be solely liable and responsible for all grievances, disputes, legal suits etc. related to students enrolled with the CSC Bal Vidyalaya.
13. That the CSC ACADEMY shall not be liable for any financial damages, penalties on account of student enrolled at CSC Bal Vidyalaya by the VLE.

14. Resolution of Disputes:

- a. In the event of any dispute or difference between the parties relating to or arising out of this agreement, both parties shall use their best efforts to settle their disputes or differences amicably by mutual discussions, negotiations, mediation or conciliation.
- b. Failing 14(a), the dispute will be referred to an arbitrator to be decided mutually by both the parties. The arbitration proceedings will be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996 as amended up to date and the venue of arbitration will be Delhi. The decision of the arbitrator will be final and binding on both the parties.
- c. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- d. The provisions of this clause shall survive the expiry or termination of this Agreement.
- e. All matters concerning these presents shall be subject to the laws of India. The Parties specifically agree that the Courts of Delhi will only have jurisdiction in respect of any matter arising under this Agreement, to the exclusion of all other Courts.

In witness whereof the parties have set their respective hands and seal on the date first above written in presence of:

SIGNED AND DELIVERED

Witness: 1.

For and on Behalf of
CSC Academy (CSC ACADEMY)

Authorized Signatory

Witness: 2.

For and on behalf of
VLE

Details of the VLE

CSC id:

Address:

Annexure A

CSC Bal Vidyalaya DESIGN BRIEF DERIVATION

The INTERIOR + LANDSCAPE DESIGN of the physical environment should reflect the above. For Interior Design, the idea of Child-proofing, Comfort, Safety, Durability (for next 10 years), Ergonomics, Eco-friendliness and Cost-effectiveness should form the core principles of selection of materials, specification, furniture, play/ learning/ activity & storage equipment. It should be non- consumable and completely safe, healthy & hygienic for use of children. For Landscape Design, the creation of a Sensory Garden to stimulate the senses of the child, double up as a learning environment to learn about flora and fauna and practice art & craft activities using recycled objects shall be the bases.

LEVEL 0

**CRITERIA FOR SELECTING SITE FOR CSC BAL VIDYALAYA
PROTOTYPE | SPACE & Minimum Electrical Plan (MEP)/ SERVICES
STANDARDS FOR THE PROJECT | *The present site may have to undergo
Architectural (& Services) Renovation/ Retrofitting to qualify as a SUITABLE
SITE if the following criteria are not met currently:***

I) Structural Criteria

- a) The structure shall be of durable (*good for next 10 yrs*) pucca construction type in good condition with all Classrooms & Toilets having a pucca roof and walls preferably at the Ground Floor Level
- b) The Activity areas can be partially semi-covered using eco-friendly roofing material and partially open to sky
- c) The structure should be waterproof, termite-proof and preferably sound-proof

II) Architectural & Spatial Criteria – QUANTITATIVE DESIGN BRIEF

DERIVATION

- a) The **built-up area** should be a minimum of 1500 sq. ft, preferably an **open to sky area for landscaping** of 800 sq. ft and a semi-built area of 200 sq. ft. The open area should be safely cordoned off from adjacent properties or natural features and should preferably be of a permeable/ semi-permeable surface. *The presence of a large tree as a focal point shall be a special plus but is not mandatory or expected!*
- b) An **optimum size of a Classroom** shall be ranging from 250 sq. ft – 300 sq. ft with a critical minimum width of 14 ft and a desirable width of 15 to 16 ft. This is to accommodate a flexible seating configuration for learning + indoor activities.
- c) The **floor to ceiling height** of a Classroom should be a minimum of 9 ft.
- d) The Classroom should have adequate openings – windows, ventilators for **sufficient natural light and ventilation** even in the case of a power-cut.
- e) The entire precinct should be a “**barrier-free environment**” in terms of **accessibility** for the physically handicapped and specially-abled.
- f) There should be provision/ space for **separate ergonomic toilets having natural light and ventilation with a minimum dimension of 5ft x 3 ft** for the kids, staff and the physically handicapped, along with hand-wash, leg-wash and drinking.
- g) There should be provision/ space for **Office & Staff + Rest Room Area with a minimum area of 120 sq. ft** with seating available for Principal, 2 Visitors and 6 School Teachers.
- h) There should be provision/ space for a **Pantry with a minimum area of 20 sq. ft** for a at least 1 person to operate.
- i) There should be provision/ space for a **Store with a minimum area of 20 sq. ft** for a at least 1 person to operate.

- j) The **Circulation Area** should be a minimum of **25% of the Built-up area = 375 sq. ft** with a minimum width of **3 ft** and should be protected from rain and barrier-free.

III) MEP/ Services Criteria

- a) **Electrical & Data Networking:** The basic electrical wiring, MCB, substation/ transformer connection and/ or generator for electrical services throughout school hours should be provided.

Classroom:

- The **minimum illuminance level in the classroom is 300 lux**. However, higher levels should be evaluated. Requirements for uniformity, color rendering and glare are also high. Wall illuminances should be above 75 lux and ceiling lux levels above 50 lux. Locally manufactured LED lights can be used.
- Each classroom should have at least **2** nos of symmetrically placed **fans (of a durable brand)** for air-circulation.
- Each Classroom should have 4 to 6 power points for plugging in 1 Interactive Whiteboard, 1 TV, and 2 Laptops with a couple of Mobile Charging points/ any other tools/ teaching equipment.
- *WI-Fi, TV, and suitable data points if available is a great plus – although not expected or mandatory!*

Office & Staff Room:

- The Office should have at least 1 LED tube light, 1 fan, 2 to 4 power points.
- Staff room should have at least 2 LED tube lights, 2 fans and 6-8 power points.
- *WI-Fi, TV, and suitable data points if available is a great plus – although not expected or mandatory!*

- b) **Water, Sanitary & Plumbing:**

- There should be a provision for basic metered water connection to the premises with an Underground/ Overhead RCC/ Sintex or equivalent tank to supply continuous running water to the Toilets, Pantry, Hand-wash & Leg- wash areas and for irrigation of the landscaped Sensory Garden for kids.
- There should be a continuous supply of potable/ drinking water for kids also.
- All water storage areas should be hygienic and covered to avoid contamination and spread of water-borne diseases.
- There should be adequate provision of rainwater collection & storm-water drainage to avoid stagnation of water.
- Any sanitary fixtures should be ergonomic and placed at suitable levels for children and shall be of Hind ware or equivalent quality. Flushing mechanisms should be provided to avoid urinary infection.

Annexure B

List of Equipment/Items (Assets) provided by the CSC Academy to VLE for running CSC Bal Vidyalaya

S.No.	Item	Quantity	Remarks
1	Computer	2	
2	Amazon Alexa	1	Amazon Alexa Echo Show
3	Learning Wall	10 sets	