

MEMORANDUM OF UNDERSTANDING

BETWEEN KENDRIYA VIDYALAIY SANGATHAN AND FRANK BROTHERS \$ CO. (PUBLISHERS) LIMITED

This Memorandum of understanding (hereinafter referred to as MoU) made and executed on 24th day of Nov, 2009 is entered in to by and between **FRANK BROTHERS \$ CO. (PUBLISHERS) LIMITED**, a company incorporated under the Companies Act, 1956, having its Registered Office at 4675-A, Ansari Road, 21, Daryaganj, New Delhi-110002 (hereinafter referred to as FB) on one part and **Kendriya Vidyalaya Sangathan** an autonomous body set up by the Central Government under the Societies Registration Act, 1960, having its Registered Office at 18 Institutional Area, Shaheed Jeet Singh Marg, New Delhi- 110 602 (hereinafter referred to as KVS) on the other part. FB and KVS may be referred to herein individually as a "Party" and collectively as "Parties".

Background

KVS is a premier organization in India administering 981 schools known as "Kendriya Vidyalayas" that have come to be known as centres of excellence in the field of K-12 education promoting national integration and a sense of "Indianness" among the children while ensuring their total personality development and academic excellence. KVS continually strives to invigorate the academic environment in schools through various initiatives empowering students to successfully deal with personal, professional and social challenges thus paving the path for realization of national goals.

FB, one of the largest and best-known book publishing companies in the world today is a part of the Macmillan International Publishing group based out of UK and have presence in 70 countries across the globe. FB has been publishing educational books and materials for over 100 years in India now. FB has augmented its core publishing business through various initiatives to improve teaching strategies, classroom delivery modes and learning outcomes. One such initiative is "The International Assessments for Indian schools, more popularly known as IAIS"; Macmillan has partnered with Educational Assessment Australia (EAA) to bring to India, a well-researched, structured, accurate and reliable module for educational measurement and assessment. IAIS helps students realise their optimum potential to grow and reach international standards. IAIS gives valuable and detailed diagnostic report for specific improvement and further development of school students. FB has sufficient experience in administering IAIS to school students in India & neighbouring countries.

KVS and FB see synergies in their objectives and agree to have a formal collaboration to implement the IAIS programme on a pilot basis at Kendriya Vidyalayas, Janakpuri and Pitampura located in Delhi to understand the suitability, compatibility and significance of this programme. IAIS shall be administered in Math at KV Janakpuri and in Science at KV Pitampura to all students of classes 3 to 12 on the willingness of the children.

This MoU lays down the terms of association and the roles and responsibilities of both Parties for the said pilot project. Following will be the responsibilities of FB and KVS and or the Kendriya Vidyalayas (hereinafter referred to as KVs) during the implementation of the pilot project.

Roles & Responsibilities of FB

1. FB shall conduct an orientation programme for the principals and teachers of KVs selected for 2009 IAIS pilot implementation to brief them on product, assessment format, subjects & eligibility, benefits to stakeholders, reward & recognition, test registration & administration processes, result & report, past question papers and other related deliverables.
2. Basis no. of students and test registrations, FB shall deliver 2009 IAIS test materials (i.e. Question Papers and Answer Sheets) to KVs two days before the mutually agreed tests date.
3. Post conduction of 2009 IAIS tests, FB shall collect Answer Sheets from KVs.
4. FB shall furnish password to KVs for them to access 2009 IAIS results and reports online.
5. FB shall deliver hard copies of 2009 IAIS results and reports to KVs.



6. FB shall conduct post-assessment workshop for principals & teachers of KVs for the analysis of IAIS result and report.
7. FB shall provide telephone and email support to the stakeholders for seeking further information and/or clarification during the office hours on all working days.

Roles & Responsibilities of KVS and/or KVs

1. KVs shall nominate one teacher per school as 2009 IAIS coordinator, who for all practical purposes shall be the contact point for FB.
2. KVS/KVs shall strictly adhere to 2009 IAIS test registration & administration processes.
3. KVS/KVs shall allow willing students (as per eligibility) of classes 3 to 12 to take part in 2009 IAIS. No student shall be coerced for the reason that the pilot is being done.
4. KVS/KVs shall provide school and student registration details in soft copy in prescribed formats to FB.
5. 2009 IAIS shall be held in the premises of participating KVs under the direct supervision of the school authorities. Therefore KVS/KVs shall make necessary arrangements at their end to administer 2009 IAIS tests in proctored environment.

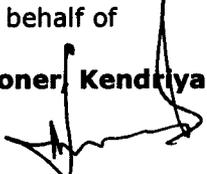
General Clauses

1. It is hereby agreed between the parties that during the implementation of the PILOT Project and afterwards as well the KVS shall not be liable for any financial implications what -so-ever for the implementation of this PILOT project.
2. FB shall keep the student data received from KVS/KVs confidential and shall not share with anybody without the consent of KVS/KVs. FB shall submit detailed school wise reports to KVS at the end of the pilot.
3. FB shall not be held responsible for any eventual inability to provide any explicit and/or implied service due to force majeure or due to circumstances beyond the control of FB.
4. This pilot is no obligatory initiative by the Parties and shall not be binding on either for implementation in future.
5. This MOU shall be governed by and construed in accordance with the laws of India and jurisdiction shall be at New Delhi.
6. This MOU shall become effective as and when executed by or on behalf of both the Parties.

IN WITNESS WHEREOF the parties hereto through their duly authorised representatives have executed this MoU in duplicate on the day, month and year of the date first above written.

For and on behalf of

Commissioner, Kendriya Vidyalaya Sangathan

Signature: 

Name: (Ranglal Jamuda)

Designation: Commissioner

Place: Delhi

Date: 24.11.2009

WITNESS:

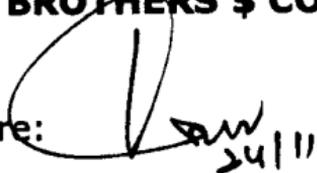
1.



2.

For and on behalf of
FRANK BROTHERS & CO. (PUBLISHERS) LIMITED

Signature:



Name: ~~Sameer Sharma~~ Kishore Kumar Sharma

Designation: ~~Assistant~~ General Manager-Marketing

Place: New Delhi

Date:

WITNESS:

1.



23/11/09

C.M. M. Joshi D.C. (ACSD)

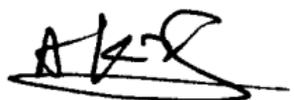
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~~Amresh~~
24-11-09

KVS.

(Somit Sheirawat)
B.O. (EDP)

3.



24/11/2009

Awadhesh Jha

Sales manager

(FRANK BROS & W. CPUB) Ltd.