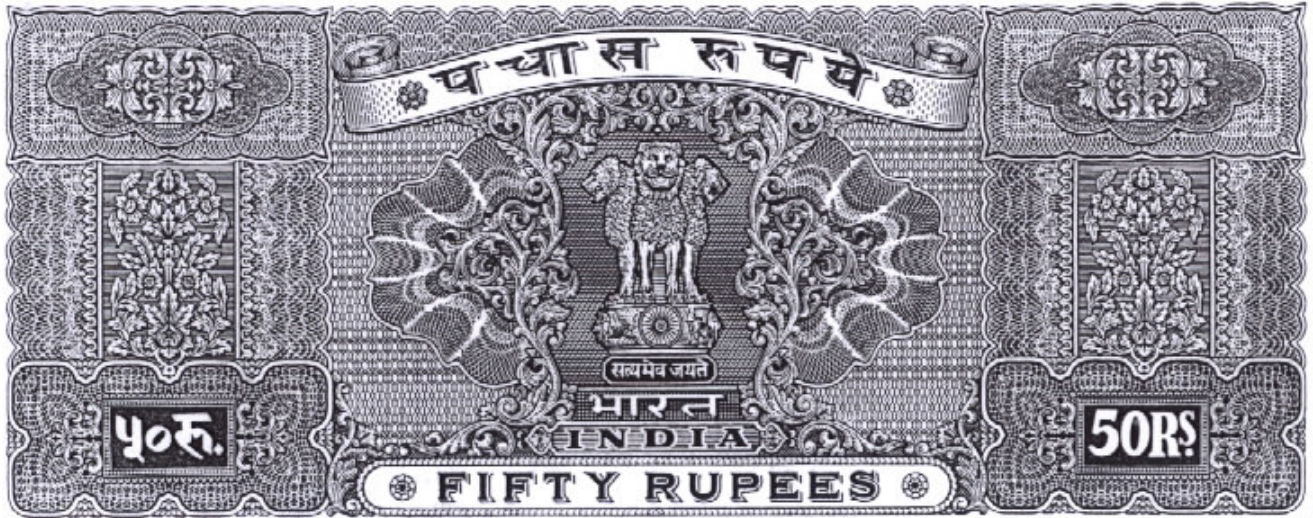


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AGREEMENT

THIS AGREEMENT entered into this the 19th day of September 2005 by and between

THE NURUL HASAN EDUCATIONAL AND RESEARCH FOUNDATION (hereinafter referred to as 'the NHEF', which expression shall unless repugnant to the context, mean and include the assigns or successors thereof), through Sudarshan Lal Mehta, the Chief Functionary and trustee of the NHEF, resident of 20, Sardar Patel Marg, New Delhi – 110 020;

AND

Jamia Millia Islamia at Delhi through its Vice Chancellor being the prescribed authority for the authentication of agreements (hereinafter called 'JMI', which expression shall unless repugnant to the context, mean and include the assigns or successors thereof);

AND

The American India Foundation Trust, Delhi, which implements the Digital Equaliser Programme of the American India Foundation, USA, through Shankar Venkateswaran, the prescribed authority for the authentication of agreements (hereafter referred to as

AIFT', which expression shall mean and include the assigns or successors thereof)

WHEREAS AIFT, a non-profit organisation, has been implementing a 3-year Computer Aided Learning Initiative called Digital Equaliser ('DE') spread across the country, and the mission of DE is to provide opportunities for underprivileged children in India to enhance their learning through the use of Digital Technology.

AND WHEREAS AIFT has agreed to introduce the DE Programme in various JMI schools as may be selected by the parties hereto.

AND WHEREAS AIFT has, through its AIFT DE team, already carried out an assessment of the suitability of the JMI Middle School in the JMI campus, for the location of a DE Centre at the said school and inspection of the school computer lab and upon interaction with the Head, Computer Science Department, JMI and the School Principal ascertained -

- (a) The school already has a computer lab equipped with 14 computers which need some upgradation in terms of hardware, software and networking; and
- (b) The school caters to underprivileged children, (which is the focus of DE) from classes 1 to 8 with a total of 1200 children and 52 teachers and the target student population (classes 6 to 8) for DE Programme would be 440 and 25 teachers in this bracket;

AND WHEREAS the NHEF being a Trust established for the provision of financial and other appropriate assistance for the promotion of education and research in various fields and for other charitable objects has, in furtherance of its aims and objects offered to commit funds for the setting up and operation of the DE Centre by the AIFT in the JMI Middle School at the JMI campus as mentioned hereafter.

AND WHEREAS JMI agreed to offer its premises and other facilities located in the JMI campus.

AND WHEREAS upon agreement in principle it was agreed to set up a DE Centre at the said JMI Middle School and the parties desire to record the terms of their agreement inter se for the establishment and operation of the said DE Centre.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

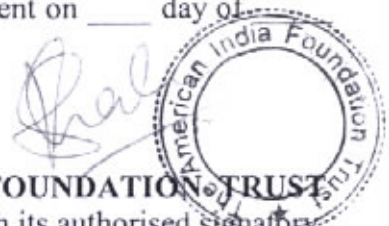
1. **Purpose of the Agreement:** It is agreed that
 - (i) AIFT shall set up a DE Centre in JMI Middle School in the JMI campus in South Delhi catering to underprivileged children and provide advisory services to utilise the Centre facilities for undertaking both DE and non-DE activities like running Vocational courses, Adult Literacy Programmes and Internet Learning Centres for the local people.
 - (ii) The DE Centre would serve not only the children in the schools but, over time, also the larger population (especially women) in and around the JMI campus area who may have limited exposure to latest IT tools.
 - (iii) NHEF would provide funding for a period of three years in the first instance in accordance with the Programme Budget annexed hereto as Annexure 'A'. JMI undertakes to provide quarterly reports to NHEF of the operation, expenditure and progress at the DE Centre.
 - (iv) JMI would make available the Middle School Lab which is within the JMI campus for setting up the DE Centre which shall be known as "The Nurul Hasan Foundation Computer Aided Learning Centre in partnership with American India Foundation" and ensure participation of teachers and students. It would also manage after-school Programme focusing on women from the neighbourhood, focusing on upgrading skills relevant to economic opportunities.

- (v) AIFT will be the advisors to NHEF, sharing all inputs and methodologies to make the DE centre fully functional. Additionally, it would provide the technical support for the after school Programme by identifying relevant software, resource groups etc.
- (vi) All the signage in respect of this centre will say:

THE NURUL HASAN FOUNDATION
COMPUTER AIDED LEARNING CENTRE
IN PARTNERSHIP WITH
AMERICAN INDIA FOUNDATION

2. **Implementation Phases:** The Programme will be implemented in two phases.
 - (i) Phase I – Summer Vacations – This will be an accelerated Programme covered in 30 working days, 8 hrs daily. The students from classes 6 to 8 will be brought in and 20 teachers will be covered.
 - (ii) Phase II will be the typical 3-year DE Programme wherein the facilities already available for Phase I will be utilized. AIFT will take on the role of advisors and the AIFT Coordinator will only make visits to the JMI DE Centre on a specific need based request.
3. Upon the agreement of the Parties, the said DE Centre in the JMI Middle School has been established and inaugurated with effect from 15/5/05 and the terms of this Agreement will be applicable and effective from that date.

In WITNESS WHEREOF, the Parties have signed this Agreement on _____ day of _____
2005



WITNESSES:

THE AMERICAN INDIA FOUNDATION TRUST
(Through its authorised signatory,
Shankar Venkateswaran)

1.

A handwritten signature in black ink, appearing to read "Jami Millia Islamia".

2.

JAMIA MILLIA ISLAMIA
(Through the Vice-Chancellor)

Professor Mushirul Hasan
Vice-Chancellor
Jamia Millia Islamia
New Delhi-110025

A handwritten signature in black ink, appearing to read "Mushirul Hasan".

3.

**THE NURUL HASAN EDUCATIONAL
AND RESEARCH FOUNDATION**
(Through the Chief Functionary)

ANNEXURE 'A'

Programme Budget

Component	NHEF/ JMI cost (Rs)	AIFT cost (Rs)	Total (Rs)	Remarks
Phase I (30 days)				
Hardware (upfront)	125,000		125,000	
Software (upfront)	50,000		50,000	
Lab Facilitator (@ Rs.10000 PM)	15,000		15,000	
Coordinator (@ Rs 18000 PM) for 1.5 Months		27,000	27,000	
Total (for phase I)	190,000	27,000	217,000	
Phase II (for 3 years)				
Lab Facilitator (@ Rs. 10,000 PM)	360,000			
Coordinator		72,000		
Annual Maintenance Cost for the Computers/ Accessories				JMI will provide the cost estimates
Internet				JMI has already tied up with a vendor
Curriculum CD (in Hindi / Urdu)	40,000			Some software development cost will also be added for Urdu
Total (for Phase II)	400,000	72,000	472,000	
GRAND TOTAL	590,000	99,000	689,000	

Timelines

Phase I

1. Discussion with Principal & Teachers to schedule the training (responsibility : AIFT and JMI) 15th April 2005
2. Facilitator Appointment (responsibility : JMI) 26th April 2005
3. Lab Setup (responsibility : JMI) 7th May 2005
4. Internet Connection (responsibility JMI) 7th May 2005
5. Start DE Training Program 16th May 2005

Phase II (responsibility AIFT)

July 2005