

**APPLICATION FORM FOR ACCESS TO SERVICES -**
**OPEN LEARNING GLOBAL PTY LTD (ABN 51 162 780 467)**
**OPENLEARNING SAAS SERVICES AGREEMENT**

This agreement is made by and between Open Learning Global Pty Ltd (ABN 51 162 780 467) of The Cooperage, Level 2, Suite 9, 56 Bowman Street, Pyrmont NSW 2009 Australia ("OLG", "we" or "us"), Education Centre of Australia (ABN: 14 111 918 775) of Level 10, 160 Sussex St, Sydney, NSW, 2000 Australia ("ECA) and the Applicant/Course Provider named below.

**PARTICULARS OF APPLICANT** (referred to as the "University", "you", or "your" in the attached Terms of Service)

Company Name / University Name:	Gujarat University
Company Registration No: / University Identification No:	
Company / University Registered Address:	Navrangpura, Ahmedabad, Gujarat 380009, India
Name of Authorised Representative:	Dr. P.M. PATEL
Position of Authorised Representative:	REGISTRAR, GUJARAT UNIVERSITY

**DETAILS APPLICABLE TO YOUR APPLICATION**

Commencement Date:	Last Date of Commencement is set to 01/08/2024; or any time before 01/08/2024, at the time of enrolment of first Gujarat University student in the portal.
Initial Term of agreement (clause 3.1):	<ul style="list-style-type: none"> <li>Six Months of Trial Period; followed by additional six months of Trial Period upon mutual agreement of both parties; followed by Renewal Term upon mutual agreement of both parties.</li> </ul>
Renewal Term (clause 3.2):	Subject to mutual agreement of both parties after the Trial Period: <ul style="list-style-type: none"> <li>Minimum two terms of five years each on mutually agreed pricing &amp; other terms and conditions.</li> <li><i>OL-Suggested pricing for Gujarat University students- INR 210 (two hundred and ten Indian Rupees) per student per year for the first renewal term of 5 years.</i></li> </ul>
Trial Period Terms & Conditions:	The trial period shall be of six months from the commencement date with a scope of extending it for another six months upon mutual agreement of both the parties.

	<p>The University shall have a right and will be allowed to terminate this agreement during the period between six-months and twelve-months from the Commencement Date ('within the Trial Period').</p> <p>If the University terminates the agreement during the Trial Period, the terms &amp; conditions of payments and settlements shall be mutually decided and executed by both the parties.</p> <p>If the University does not continue after the completion of a successful Trial Period, the University shall only be required to pay the total Annual Service Fee for the Trial Period of the agreement and thereafter be released from all further obligations.</p>
Initial Service Tier (see below: "Service Tiers")	Student Learning Platform
Timing of Payments:	<p>The Annual Service Fee for students:</p> <ul style="list-style-type: none"> <li>• appearing in both semesters in a service year is payable in two equal instalments with each instalment to be paid upon the completion of the students' examinations for each semester during the year.</li> <li>• Appearing in only one semester in a service year is payable in two equal instalments. The first instalment to be paid upon the completion of the students' semester (first or second semester) examinations and the second instalment at the end of second semester examination of a service year along with full and final payments for a service year.</li> </ul>
Payment Method:	Payment Method shall be decided by the Gujarat University upon mutual discussion with OpenLearning Global. OpenLearning Global shall issue an invoice to the university for specifying details of payment based upon the final decision of the University.

**OPENLEARNING PLATFORM TIER**

<b>Service Tier</b>	<b>Student Learning Platform Trial</b>
Number of Staff Accounts:	Unlimited
Minimum Number of Course Users Annually:	There shall be no cap on the number of students during the trial phase of the agreement (Minimum numbers or Maximum Numbers) as per the requirements of The Gujarat University, but for the execution part to provide services under the scope of this agreement, the student range advised to OpenLearning by the Gujarat University is from twenty thousand (20,000) to sixty thousand (60,000) students.
White Label University Portal:	Yes
Designated Courses & access to white label platform for other courses:	<p>OpenLearning Global grants a license through this agreement to the University for the following subjects:</p> <ul style="list-style-type: none"> <li>• AEC: Ability Enhancement Courses (3 courses)</li> </ul>

	<ul style="list-style-type: none"> <li>• SEC: Skill Enhancement Courses (3 courses)</li> <li>• IKS: Indian Knowledge Systems (3 courses)</li> </ul> <p>All the subjects above are 2 credit points courses and aligned to the curriculum set out in the National Education Policy.</p> <p>Additional courses may be designed and offered to the University progressively during the Term.</p> <p>Open Learning Global has waived the upfront set up cost of 5,500,000 INR for the Gujarat University. OpenLearning Global shall setup the White-labelled LMS Portal of the University and in addition, provide content, instructional design, and development for the above mentioned three subjects and providing a license for the said courses to the Gujarat University. The intellectual property rights of the Designated Courses remain with OpenLearning Global.</p> <p>The Intellectual property rights of all the courses developed by Gujarat University faculty over the white label University portal provided by OpenLearning through this agreement shall remain with Gujarat University.</p> <p>Gujarat University shall at its own discretion launch its six or more Online Programs (approved programs – BA English, B.Com., MA English, M.Com., MSc Mathematics, BCA) for students over the OpenLearning Global provided white label University portal. OpenLearning Global may provide guidance to Gujarat University in setting up the courses over the said portal. Other services, if any, related to the launch and technical operations behind the successful running of these courses along with its service fee shall be decided at the time of launch of the said programs upon mutual agreement of both the parties.</p>
Annual Service Fee in INR Per User:	<ul style="list-style-type: none"> <li>• During Trial Period of up to One year term: INR 100 per user per annum (for Gujarat University Student only).</li> <li>• During Renewal Period: To be decided and agreed upon mutually by both the parties. (OpenLearning Global Suggested Pricing: INR 210 per user per annum) (for Gujarat University students only).</li> <li>• Services, if any, for approved online courses to be decided and agreed upon mutually at the time of launch of the programs.</li> </ul>
Access to Data & Student Results.	OLL will provide access and ability to export data and student results in Excel / CSV format to the University, during the term of this agreement.

**Additional Terms:**

OpenLearning will provide the following additional services to the University:

- Provision of the Designated Courses on the OpenLearning platform for delivery to Students by the University's faculty.
- Provide training and technical support to the University's faculty.
- Setup a white-label institution portal for the University.

The Service Tiers grant the University access to the following OLG functionality:

- AI Course Builder and AI Assistant
- Customer support services
- Custom domain access
- Course authoring tools
- Payment gateway services
- Ability to export data and student results (<https://help.openlearning.com/category/statistics-exports>)
- Ability to access statistics (<https://help.openlearning.com/t/18rnzq/what-are-ol-analytics-and-how-do-i-use-them>)
- Access to integration options as per our terms (<https://help.openlearning.com/category/integrations>)

Course Fees received via OLG's payment gateway are subject to bank charges and relevant government taxes as incurred.

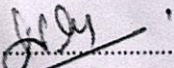
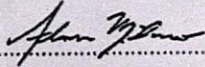
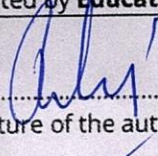
The initial fee is specified in the column of the table under the heading "Service Tiers", adjacent to the Service Tier specified above. The Service Fee is subject to adjustment under clause 8.2 and 8.3 of the [SaaS Agreement](#) at the expiry of the Renewal Term and any Schedules and Annexures attached hereto.

On behalf of Gujarat University, I, Dr. PM Patel, confirm that I am duly authorised to enter into this agreement for the provision of services with OpenLearning Global Pty Ltd.

I also confirm that I am aware this Application Form must be read together with the Terms of Service, which are attached to this Application Form and that this agreement is made up of the Application Form, the SaaS Agreement ([linked](#)), and any Schedules and Annexures attached hereto, which I confirm that I have read.

By signing here, I will be accepting the terms of this agreement (comprising of this Application Form, the Terms of Service and any Schedules and Annexures attached hereto) on behalf of Gujarat University, and that a binding agreement will come into force between Gujarat University and Open Learning Global Pty Ltd.

**Executed as an agreement:**

Executed by <b>Gujarat University</b> by its authorised representative.	
 ..... Signature of the authorised person	Date: <b>4/3/2024</b>
<b>Dr. P M PATEL</b> Name of authorised person - BLOCK LETTERS	STAMP:
Executed by <b>Open Learning Global Pty Ltd</b> ABN 51 162 780 467 by its authorised representative.	
 ..... Signature of the authorised person	Date: <b>4/3/2024</b>
<b>ADAM BRIMO</b> Name of authorised person - BLOCK LETTERS	STAMP:
Executed by <b>Education Centre of Australia</b> ABN 14 111 918 775 by its authorised representative.	
 ..... Signature of the authorised person	Date: <b>4/3/2024</b>
<b>RAJESH SINGH</b> Name of authorised person - BLOCK LETTERS	STAMP: