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Ashok Chandra  
CHAIRMAN

March 16, 2011

DPSS:ADMN: 2775

Dear Shri Chougule,

This is to inform you that the appropriate authority of the DPS Society has agreed to extend the Agreement between Modern Indian School and The Delhi Public School Society upto March 31, 2012 *in respect of DPS Doha.*

Your concurrence to the above may please be sent immediately.

Yours sincerely,

  
(ASHOK CHANDRA)

Shri Hassan A. Chougule  
Pro Vice Chairman  
Modern Indian School  
P.O Box No. 14868  
Doha, Qatar

Copy to: 1. Chairperson, M.C., MIS DPS Doha Qatar  
2. Principal, MIS DPS Doha Qatar  
3. Relevant files

MR

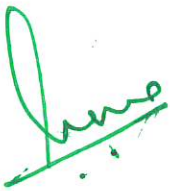
THE DELHI PUBLIC SCHOOL SOCIETY

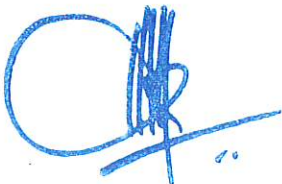
(Registered under the Societies Registration Act, 1860)

F-Block, East of Kailash, New Delhi-110 065

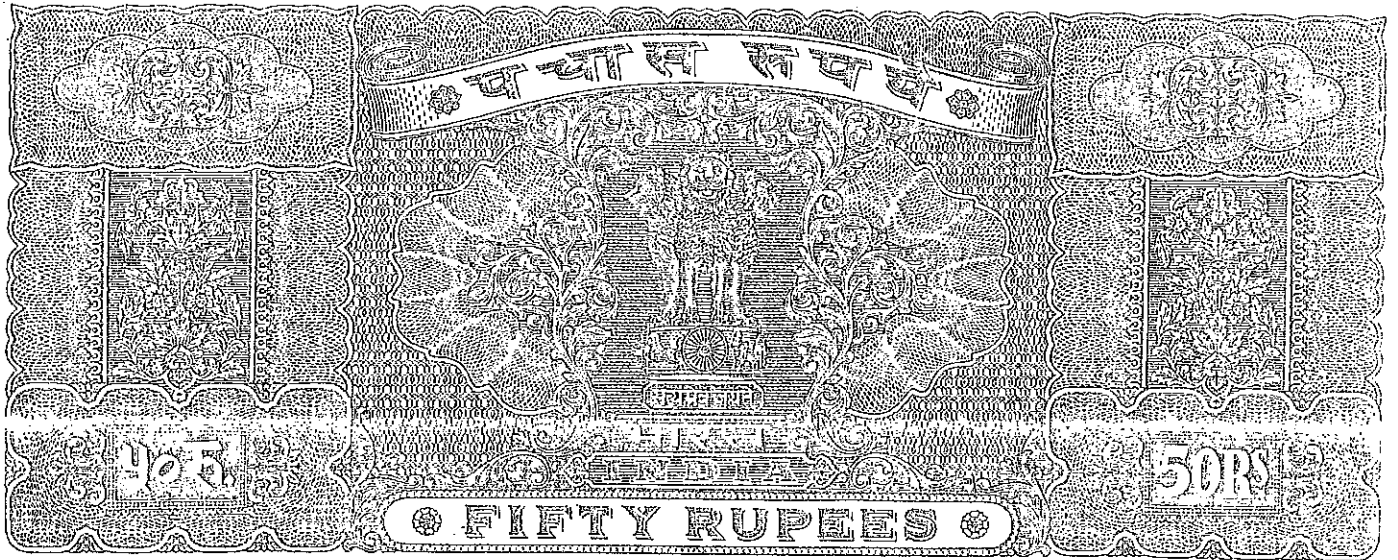
Tel : 4312 6700, 2643 9858, 2622 3173 Fax : 2647 2002, 2628 8911

E-mail : chairman@dpsfamily.org Website : www.dpsfamily.org





50Rs.



दिल्ली DELHI

D.P.S. DOHA

A 141461

This Agreement is entered at New Delhi, (India), this 28<sup>th</sup> day of December, 2005, by and between

The **Delhi Public School Society** a society registered under the Societies Registration Act, 1860 with its office at F-Block, East of Kailash, New Delhi-110065 hereinafter called "DPSS" (which expression shall include its successors and assignees) of the First Part,

And

**Modern Indian School**, registered with Ministry of Education, State of Qatar with its office at PO Box No. 13957, Doha Qatar herein after called as "MIS" as the case may be and which expression shall include its successors and assignees) of the Second Part.

This Agreement's existence and validity is linked with the Management Agreement signed between Qatari Sponsor of Modern Indian School (MIS) and Power Point Corporation (PPC) the Indian party. In case MIS decides to dissolve the Agreement with PPC then automatically this Agreement with DPSS will stand dissolved. Copy of the Agreement between MIS and PPC is enclosed for ready reference.

Whereas **MIS**, has the requisite permissions from the concerned authorities in Qatar, for setting up a public school at **Doha**, impart instruction through English medium to eligible children from kindergarten stage upto twelfth stage and prepare them for the Senior Secondary School Examination that is conducted by the Central Board of Secondary Education Government of India (hereinafter referred to as the "Project").

And whereas the **DPSS** has the expertise and experience in setting up and managing a number of public schools in India and have offered to **MIS**, their expertise, and services in the implementation of the Project of running and managing the MIS at the request of all the six Board of Governors of MIS (three of Qatari sponsors and three of PPC)

And ~~whereas~~ the parties hereto mutually agree to cooperate with each other in the implementation of the Project on the terms and conditions and in the manner set out below for a period of 5 years, w.e.f. 17<sup>th</sup> June 2005.

It is therefore mutually agreed between the Parties hereto as under:

## Article One - Objectives

1.1 The School set up under the **Project** shall continue to organize and be managed as a centre of excellence in the field of Secondary education, training and preparing its pupils with most modern learning aids, so as to develop in them, a solid foundation for pursuit of excellence in their chosen field of higher studies either in the field of Science, Humanities or Fine Arts, as well as developing them as useful citizens of tomorrow, with an abiding faith in universal brotherhood and an awareness of harmony between Man and the environment around him.

1.2 **MIS** shall comply with the terms as hereinafter contained and work with **DPSS** for achieving the objective as aforesaid, and in particular for providing: -

- (i) requisite land, building and play grounds for locating the school, with the requisite amenities and infrastructure support as may be required from time to time,
- (ii) requisite financial support to the day to day operation of the School,
- (iii) adequate facilities for the teaching staff and the pupils, and,
- (iv) requisite approvals under the applicable laws and regulations of **QATAR**.

1.3 **DPSS** shall provide support and assistance to **MIS** in accordance with the terms as hereinafter for achieving the objective as aforesaid, and in particular.

- (i) plan, develop, review, upgrade and implement requisite standards of curriculum, including without limitation, those as required by the accrediting bodies like Central Board of Secondary Education, Government of India ("CBSE"), and other similar regulatory bodies under the applicable laws of Qatar.
- (ii) select, provide, experienced, resource persons for teaching the pupils in the various stages (Standards) admitted to the School;
- (iii) regularly advise **MIS** and the School Management on efficient, cost effective measures to set up, maintain and improve the standards of education and training imparted at the Schools, including, improvement of educational aids required for that purpose;
- (iv) select experienced personnel including Principal and supporting staff for efficient and effective management of the School and provide from time to time all the requisite inputs for achieving the objective as aforesaid.

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**Article Two - Obligations of DPSS**

- 2.1 DPSS agrees and will have no objection whatsoever to state and publicise that MIS is being managed and run by the DPS Society and for that purpose its logo will also be used, in such time this agreement is valid.
- 2.2 DPSS agrees to grant and accordingly hereby grants a license to MIS to use the name Delhi Public School in the name of the School and the DPS logo and motto for School during the term of this agreement and recognizes that the name used in Doha is Delhi Public School.
- 2.3 DPSS shall in accordance with the provisions of Article Five nominate (with a right to replace and re-appoint at their sole discretion), individuals in the field of education, who are qualified and have sufficient experience as its representatives on the Management Committee.
- 2.3 DPSS in connection with running and maintaining of the School hereby undertakes
  - (a) to maintain the same high quality of standards of education in the School as available in other schools run by DPSS in India at Delhi.
  - (b) to carry out only such academic and other educational activities as shall be considered related or/and incidental to imparting quality education.
  - (c) to provide all and necessary expertise, know-how and educational materials so as to achieve high standards in academic and other co-curricular activities in the style and tradition of DPSS.
  - (d) to periodically undertake educational audit, evaluate and monitor academic and other activities of the School through a Visiting Team of experts. The findings and recommendations of the said Visiting Team shall be evaluated by DPSS and recommended to the Managing Committee for consideration and implementation.

**Article Three - Consideration**

3.1 DPSS shall be entitled to receive from MIS annual collaboration charges amounting to US \$ 25,000 payable in advance by 30<sup>th</sup> April of each year.

This payment of US \$ 25,000 per annum will not be increased for the first three years of signing of the agreement. Thereafter DPSS shall have the right to a maximum increase of 10% once in two years.

All other payments for training, exchange programme materials and educational tools shall be made on actuals basis.



Article Four- Obligations of MIS

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MIS shall:

- (1) provide land and building having facilities for class rooms, administrative office, auditorium, library, Science demonstration laboratory and full fledged Physics, Biology, Chemistry and Computer labs, and play-ground(s) etc. with the amenities and infrastructure facilities in accordance with the requirements specified by DPSS; more particularly described in the **Exhibit - I** attached hereto.
- (2) Approve the capital and revenue budgets as recommended by the Management Committee of the School to the day to day operation of the School, and to raise additional financial resources by way of borrowings, gifts, donations etc. and such revenue budget shall inter alia, provide for annual grants for the Library, meeting the expenses on account of travel and stay of the India based members for attending the meeting of the Management Committee or of the Visiting Team as specified in Article 2.3. clause (d); it being clearly understood that all funds and loan so raised shall be exclusively taken by **MIS and DPSS** shall in no way be responsible and accordingly **MIS** shall indemnify **DPSS** against any claims arising therefrom.
- (3) Arrange facilities for the teaching staff and the pupils as recommended by the Management Committee of the School, it being understood that all employees including the Principal and teachers shall be employees of the School and not of the **DPSS** and ~~as such all responsibility towards them in tort or contract shall be that of the School.~~
- (4) Obtain and maintain requisite approvals under the applicable Laws and Regulations of Qatar.

Article Five Management of the School

- 5.1 The School shall be under the overall directions and control of the Management Committee of the School.
- 5.2 The Board of Directors of the **MIS** shall, in consultation with **DPSS**, constitute a Management Committee, (with the powers and duties as enumerated under Clause 5.4) for management of the day-to-day affairs of the School.
- 5.3 The Management Committee shall have nine (9) members comprising Five (5) nominees of **DPSS** and Four (4) nominees of **MIS**.
- 5.4 Office bearers of the Managing Committee.
- 5.4.1 The School shall be managed and run by virtue of the present Agreement through a **Board of Management** which shall have 9 members and will consist of the following:-

- a) **Chairman** - Who shall be the Chairman of DPSS or any other person nominated by the Chairman DPSS.
- b) **Vice-Chairman** - Who shall be nominated by the Chairman, DPSS.
- c) **Pro Vice-Chairman** - Who shall be nominee of Head of MIS and shall exercise powers of Chairman and Vice-Chairman in their absence

5.4.2 6 other members out of which 3 shall be nominees of DPSS and remaining 3 shall be the nominees of MIS. The Principal of the School will act as Secretary to Board of Management. However, he shall not be member of the Board

5.4.3 The Principal of the School shall ensure due issue of agenda and notices, and proper recording of minutes of the meetings of the Managing Committee (including any other sub committees, resident committee as the Managing Committee may constitute from time to time) with the approval of the chairman of the concerned meetings The Managing Committee may at its sole discretion authorize the Principal or any other person, to maintain proper books of accounts of the School and have them duly audited by statutory auditors.

5.4.4 The Committee will have 3 meetings in a year to conduct its deliberations, one of the three meetings shall be in New-Delhi.

5.4.5 The Managing Committee may at its sole discretion, in consultation with the Pro-Vice Chairman of MIS constitute one or more sub committees, including a Local Resident Committee, determine the terms of reference thereof, sub-delegate any of its powers and duties, and impose such restrictions as in its sole discretion, it may determine, it being understood that a representative of DPSS and the Principal of the School being always a permanent invitee (with a right to vote) to the meeting where matters relating to academic matters are to be deliberated upon and further that a representative of MIS being always a permanent invitee (with a right to vote) to the meetings where matters relating to finance and administrative matters are to be deliberated upon.

### 5.5 Powers and Duties of the Management Committee

The Management Committee shall have the primary duty to develop the School into a center of excellence in the field of Secondary Education in QATAR, and for the purpose, have the power to -

- (i) Direct, supervise, monitor and regulate the planning, coordination and control of the instruction to be imparted in the School for preparing the students, through English Medium for Senior Secondary School Examination of CBSE; including the salary structure and other payments & fringe benefits to the Principal & other staff.



The recommended guidelines regarding facilities etc. to be provided to the Principal and the teaching staff are indicated in **Exhibit II** attached hereto.

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- (ii) Create one or more of the posts of and recruit, appoint (including the powers to replace, dismiss or terminate) a Principal for the School, on the recommendations of a Selection Committee duly constituted as per **DPSS** Rules and Norms, and determine the terms and conditions of including remuneration and fringe benefits, provided that always the Selection Committee shall have a representative of **DPSS** and **MIS**.
- (iii) Create requisite number of posts of and recruit and appoint (including the powers to replace, dismiss or terminate) teachers and administrative staff for the School on the recommendations of a duly constituted Selection Committee as per **CBSE** Rules and Norms, and determine the terms and conditions of including remuneration and fringe benefits, provided that always the Selection Committee shall have the Principal, a representative of **MIS** and **DPSS**.
- (iv) Formulate and recommend to **MIS**, the fee structure for the School, and to authorize the School to receive the fee from the students in accordance with the approved budget. It shall be understood that **MIS** shall have the power to fix higher or differential fees in respect of Children of the employees of the School or **MIS**.
- (v) Formulate and recommend to **MIS**, the annual capital and revenue Budget for operation, and management of the School, and to authorize expenditure in accordance with the approved budget.
- (vi) Ensure compliance with all statutory requirements including without limitation and Rules and Regulations of **CBSE** in force from time to time and all applicable Laws and Regulations in force from time to time in **QATAR**.
- (vii) To sub delegate (including the power to revoke or modify from time to time) one or more of its powers to Pro/Alternate/Vice Chairman, with such conditions as the Committee in its sole discretion may impose, and ratify the exercise of such powers so delegated.
- (viii) To implement the recommendations of the visiting team of experts deputed by **DPSS** in terms of this Agreement.
- (ix) To extend all possible cooperation to ensure maximum participation of the School staff and students in the educational and extra curricular network activities of the **DPSS** including but not limited to exchange programmes, competition, placement of teachers and students seminars and training programmes.
- (x) To formulate policies and rules regarding admission to the School, it being understood that the admission shall be open to all the children irrespective of sex cast, creed, religion and community and to authorize the Principal of the School to decide about selection and admission of students on the basis of merit and in accordance with the guidelines laid down from time to time by the Committee.



- (xi) To lay down guidelines for allowing special dispensation in admission of students, from other DPSS Affiliated Schools and to enter into reciprocal arrangements with such schools, in consultation with DPSS and MIS.

## Article Six- Term and Termination

- 6.1 This agreement shall be effective from the date of execution and shall continue for 5 years unless terminated earlier in the manner hereinafter provided and may be further extended on such terms as may be mutually agreed between the Parties hereto.
- 6.2 If any of the Party(ies) hereto at any time intends to terminate this agreement for any reason whatsoever, it shall do so by giving at least one year's prior notice in writing to the other party of such intention, provided that such termination shall be effective only at the close of the academic session then underway.
- 6.3 Upon termination, MIS shall,
- (i) Not use the name and/or logo of Delhi Public School Society any longer and the license under Article Two shall stand revoked.
  - (ii) Be exclusively liable for all service contracts and contracts for services and keep DPSS fully indemnified.

## Article Seven - General Conditions

### 7.1 Entire Agreement

This Agreement (together with the Exhibits referred to herein) constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior communications, undertakings and agreements relating thereto.

### 7.2 Amendments


This Agreement shall not be amended, varied, altered or modified except by an instrument in writing expressly referring to this agreement & signed by the parties hereto.

### 7.3 Governing Law

This Agreement (and any dispute, controversy, proceedings, or claim of whatever nature arising out of or in any way relating to this Agreement or its formation) shall be governed by the applicable laws of India.

### 7.4 Severability

If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, the validity, legality and enforceability





under the law of that jurisdiction of any other provision; and the validity, legality and enforceability under the law of any other jurisdiction of that of any other provision, shall not be affected or impaired in any way.

7.5 Confidentiality

Each Party to this Agreement undertakes to keep in strict confidence this Agreement, any matter relating to the state of affairs of the School or MIS that may come within his knowledge in course of or during the term of this agreement and shall not disclose to any other third party, without prior written consent of the other Parties, save and except to the extent required under any law or regulation in force, or any order of a court of law.

7.6 Waiver

A waiver of any term or provision of, or consent granted under, this Agreement shall be effective only if given in writing and signed by the waiving or consenting party. Failure to do so shall not constitute a waiver. Failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No breach of any provision of this Agreement shall be waived or discharged except with the express written consent of the Parties.

7.7 Notices

Any notice, request, demand or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing and shall be delivered personally or sent by pre-paid first class post (or by pre-paid international courier if addressed outside the country in which it is mailed) or by fax, to the Addresses above first written, or to an address notified in writing from time to time by any party hereto.

7.8 Assignment

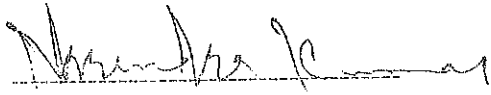
No Party may assign any of its respective right or obligations hereunder without the prior written consent of the other Parties.

**Article Eight- Dispute Resolution**

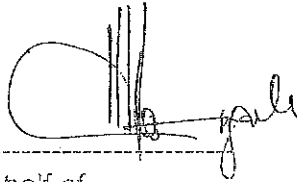
8.0 Any question or difference or dispute arising out of or in relation to (including interpretation and meaning thereof) this agreement, arising between the Parties hereto, either during subsistence of this agreement or upon termination hereto, shall be amicably settled by mutual discussion between Chairman, **The Delhi Public School Society (Regd.), Delhi, India** and Chairman of Governing body of **MIS**. Any unresolved question or dispute shall be settled by arbitration in accordance with the Indian Arbitration Act by a panel of three arbitrators, comprising the first arbitrator appointed by the DPSS the First Party, the second arbitrator appointed by **MIS** (the second party) and the third arbitrator appointed by the first arbitrator and the second arbitrator mutually agreed upon.

The venue of the Arbitration shall be at **Doha** if DPSS is a claimant, and at New Delhi, if **MIS** and /or **Company** is a Claimant.

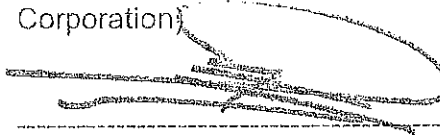
In witness thereto, the Parties through their duly authorised representatives have hereunder, signed at New Delhi, India, on the day, month and the year above written in presence of the following witnesses.



\_\_\_\_\_  
Mr. Anil Kumar  
Chairman, Delhi Public School Society



\_\_\_\_\_  
On behalf of  
Modern Indian School (Power School Corporation)



\_\_\_\_\_  
On behalf of  
Modern Indian School (Qatari Sponsor)

For DPSS  
In the Presence of

1 \_\_\_\_\_

Name  
Title  
Address

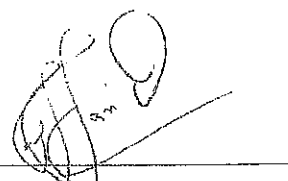
\_\_\_\_\_  
Name  
Title  
Address

For MIS

1 \_\_\_\_\_

Name  
Title  
Address

\_\_\_\_\_  
Name  
Title  
Address






(11)

EXHIBIT - I

DPSS specifications for the School to be set up under the Project. (Article-4 refers)

- 1 Land and building having facilities for classrooms, administrative office, auditorium and play ground(s) etc, as per **DPSS** requirement. All additional requirements of land and buildings keeping in view the necessary expansion at a future dates
- 2 Accommodation and furniture for the library and to give suitable grant every year for building and developing the Library as per recommendations of the Board of Management based upon actual requirements.
- 3 Science demonstration laboratory and full-fledged physics, biology, chemistry and computer labs. Other amenities as per CBSE syllabus and **DPSS** standard requirements.
- 4 Suitable facilities and equipment for the development of sports, games and other extra curricular activities as per **DPSS** standard requirements.
- 5 All furniture, audio-visual equipment, computers and other teaching aids for maintaining a high quality of education in the School. Adequate arrangements shall be made for vehicles for the use of the School staff and students.

  
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Narendra Kumar  
Chairman, Delhi Public School Society

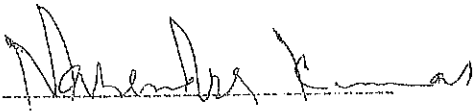
  
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On behalf of  
Modern Indian School (Power Point Corporation)

  
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On behalf of  
Modern Indian School (Qatari Sponsor)

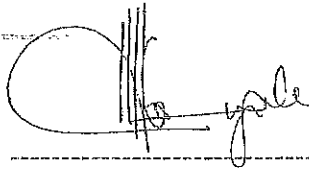
EXHIBIT - II

**Recommended facilities for the Principal and the Teaching Staff deputed by DPSS**

1. The salary-scale, allowances and perks of the Principal, teachers and other employees shall be as determined by DPSS.
2. Suitable furnished residential accommodation to the Principal, teachers and other Staff of DPS Core Schools will be provided close to the School premises commensurate with their status.
3. Medical attention and treatment shall be provided to the employees and their dependent family members living under the same roof.
4. One suitable motor vehicle with driver will be provided to the Principal to discharge his duties. Other vehicles for the purpose and use of the said School will be provided on need basis.
5. The Principal and teaching staff of the School will be given due status and will be treated with respect, commensurate with their position and responsibility.



**Narendra Kumar**  
Chairman, Delhi Public School Society



On behalf of  
Modern Indian School (Power Point Corporation)



On behalf of  
Modern Indian School (Qatari Sponsor)