

SCHOOL CONSULTANCY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into on the (Date) _____ and between:

1. THE CONSULTANT AK Consultancy, Address: 57-A, Saraswati Enclave, Gopal Nagar, Najafgarh, New Delhi – 110043, Contact: +91 82873 11909 | contact@akconsultancydelhi.com (Hereinafter referred to as the "Consultant," which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

AND

2. THE CLIENT [Name of School/Educational Institution] Address: [Client's Registered Address] Represented by: [Name and Designation of Authorized Signatory] (Hereinafter referred to as the "Client," which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

RECITALS

- A. The Consultant is a professional entity specializing in providing holistic, strategic, and regulatory consultancy services across the school lifecycle, including setup, compliance, financial planning, and operational excellence, as detailed in the Proposal.
- B. The Client is an educational institution (or entity desirous of setting up an educational institution) and requires specialized expertise and professional guidance in specific areas of their operations.
- C. The Client desires to engage the Consultant, and the Consultant has agreed to provide the services under the terms and conditions set forth herein.

1. SCOPE OF SERVICES

The Consultant shall provide the Client with professional services (the "Services") as agreed upon in Schedule A attached hereto, which may include one or more of the following areas:

- 1.1 **New School Setup / Expansion:** Including feasibility studies, Trust/Society formation, land/infrastructure compliance, and approval support (Recognition, NOC).
- 1.2 **Compliances & NOCs:** Obtaining/monitoring DOE, Fire, Health, and Local Body NOCs; ensuring adherence to DSEAR, RTE, and Board norms.
- 1.3 **Affiliation & Extension:** Complete support for CBSE / ICSE / IB / IGCSE affiliation, including documentation, inspection support, and grade upgrades.
- 1.4 **Legal & Disciplinary Matters:** Drafting replies/representations to DOE/CBSE, handling disciplinary inquiries (DAC), and legal vetting of policies and HR issues.

1.5 Financial Advisory: Complete accounting as per Govt. Norms (DSEAR), budgeting, fee structuring, audits, and filing of annual returns for fee hike proposals.

1.6 Statutory Compliance: Management of EPF, ESI, Labour Laws, and DSEAR registration and filing.

1.7 Administrative & Operational Support: Day-to-day communication with regulatory bodies, portal management (PGMS, MIS), and drafting of official documents.

1.8 HR & Administrative Audit: Comprehensive review of HR records, financial systems, and generation of transparency reports.

1.9 Scope Limitation (Exclusion of Training): The Services provided under this Agreement are strictly limited to the professional consultancy, advisory, compliance, and administrative support services mutually agreed upon and detailed in Schedule A. This Agreement do not include tutorials, or staff training, which would require a separate, distinct engagement and fee structure.

Engagement Model (Select One):

- **Retainer ship Model:** Continuous support on a monthly/annual basis covering a defined set of services (see Schedule A).
- **One-Time Project Support:** Focused assistance for a specialized, time-bound objective (see Schedule A).
- **Job Work / Specific Assignments:** Task-based support for a defined deliverable (see Schedule A).

2. TERM AND TERMINATION

2.1 Term: This Agreement shall commence on ----- and shall remain in force till -----, unless terminated earlier in accordance with this Section 2.

2.2 Renewal: The Agreement may be renewed upon mutual written consent of both Parties at least thirty (30) days prior to the expiration of the current Term.

2.3 Termination for Cause: Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party commits a material breach of any term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receiving written notice thereof.

2.4 Termination by Consultant (Non-Payment): The Consultant may suspend Services or terminate this Agreement immediately if the Client fails to make any payment when due.

3. FEES AND PAYMENT

3.1 Consultancy Fees: In consideration for the Services provided by the Consultant, the Client shall pay the Consultant a total fee of ----- as specified in Schedule A, plus applicable taxes (GST), subject to the agreed-upon engagement model.

3.2 Payment Schedule: Fees shall be payable [e.g., monthly in advance, upon completion of milestones, etc.] according to the payment schedule detailed in Schedule A.

3.3 Expenses: The Client shall reimburse the Consultant for all pre-approved, reasonable, and necessary out-of-pocket expenses incurred in the performance of the Services.

4. CONFIDENTIALITY

4.1 Definition: "Confidential Information" means all non-public information provided by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), including but not limited to financial data, strategic plans, HR records, internal policies, and compliance status.

4.2 Obligation: The Receiving Party agrees to hold all Confidential Information in strict confidence and shall not, without the prior written consent of the Disclosing Party, disclose, publish, or use the Confidential Information for any purpose other than the performance of the Services under this Agreement.

4.3 Exclusions: This obligation shall not apply to information that (i) is or becomes publicly known through no fault of the Receiving Party, (ii) was known to the Receiving Party prior to disclosure, or (iii) is required to be disclosed by law or court order.

5. WARRANTIES AND INDEMNIFICATION

5.1 Consultant Warranty: The Consultant warrants that the Services will be performed in a professional manner by qualified personnel in accordance with accepted professional standards and the scope defined in this Agreement.

5.2 Client Responsibility: The Consultant's role is advisory. The Client acknowledges that it retains ultimate responsibility for the final decision-making, implementation of recommendations, and adherence to all statutory and regulatory requirements (DSEAR, CBSE, etc.).

5.3 Indemnification: Each Party agrees to indemnify and hold harmless the other Party, its officers, and employees from and against any and all claims, liabilities, losses, and damages (including reasonable legal fees) arising from the indemnifying Party's gross negligence, willful misconduct, or material breach of this Agreement.

5.4 Limitation of Liability: The Consultant's total liability under this Agreement shall not exceed the total fees paid by the Client to the Consultant for the Services giving rise to the claim during the six (6) months immediately preceding the date on which the claim arose.

6. GOVERNING LAW AND JURISDICTION

6.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of India.

6.2 Jurisdiction: The Parties agree that the competent courts in **Delhi** shall have exclusive jurisdiction to hear and determine any suit, action, or proceeding that may arise out of or in connection with this Agreement.

6.3 Dispute Resolution: Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall first be referred to mutual discussion between the authorized representatives of both Parties. If the dispute is not resolved within thirty (30) days, it shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended. The place of arbitration shall be **New Delhi**.

7. GENERAL PROVISIONS

7.1 Entire Agreement: This Agreement, including Schedule A, constitutes the entire agreement between the Parties and supersedes all prior agreements, representations, and understandings, whether written or oral.

7.2 Notices: All notices must be in writing and delivered by hand, registered post, or registered E-Mail ID to the addresses first set forth above.

7.3 Force Majeure: Neither Party shall be held liable for any delay or failure in performance due to acts beyond its reasonable control, including but not limited to Acts of God, war, pandemic, or government restrictions.

7.4 Assignment: Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

SCHEDULE A: DEFINITION OF SERVICES AND FEES

This Schedule details the specific Services selected and the financial terms for the initial Term.

S. No. Service Area from Section 1.1–1.8 Specific Deliverables / Scope Notes

1. New School Setup / Expansion
2. Compliances & NOCs
3. Affiliation & Extension
4. Legal & Disciplinary Matters
5. Financial Advisory
6. Statutory Compliance
7. Administrative & Operational
8. HR & Administrative Audit

ENGAGEMENT MODEL: Retainer ship Model/Specific service

TERM OF SERVICES: 12 Months for Retainer ship

TERMS OF PAYMENT : Monthly in advance on retainer ship basis or 50% advance with this agreement for other model.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Date of Execution first written above.

FOR THE CONSULTANT

AK Consultancy

Signature: _____

Name: _____

Title: Proprietor/Authorized Signatory

WITNESSES:

1. Name:

FOR THE CLIENT

[Name of School/Institution]

Signature: _____

Name: _____

Title: [Designation, e.g., Chairman/Director]

WITNESSES:

1. Name: