

Agreement – SGT University Gurugram and Samatrix Consulting Private Limited

This agreement is entered on 05 August 2022 between SGT University Gurugram & Samatrix Consulting Private Limited and, effective from 05 August 2022.

SGT University Gurugram

The SGT University was established under the Haryana Private Universities (Amendment) Act No. 8, 2013. The University is part of the Dashmesh Educational Charitable Trust, founded in 1999.

The trust believes in propagating the holy message of the highly revered Shree Guru Gobind Singh Ji, one of the greatest philosophers and social reformers, who said that “spread of learning is the best service to mankind”. SGT University offers around 160+ courses featuring a wide selection of undergraduate, postgraduate and PhD courses. SGT University, besides being in the top private universities in India, is also highly rated. SGT has received several awards including the Diamond rating from the QS-IGAUGE ranking. The University boast of having Asia’s one and only National Reference Simulation Centre for Nursing & Medical Sciences, established in association with Jhpiego, Laerdal Medical India.

Samatrix Consulting Private Limited:

Samatrix Consulting Private Limited, incorporated on 7 January 2019 is classified as Non-Govt company and is registered at Registrar of Companies, Delhi, bearing Corporate Identification Number (CIN) U74999HR2019PTC077667, with its registered address is 311, VIPUL TRADE CENTRE SOHNA ROAD, SECTOR -48 GURUGRAM Gurgaon HR 122018

Background:

The objective of Samatrix Consulting Private Limited is to bring the benefits of artificial intelligence and machine learning to everyone. Samatrix Consulting Private Limited works with researchers and academia to ensure that the technology can be used to help people.


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For Samatrix Consulting Pvt. Ltd.


Director/Authorised Signatory

By harnessing the explosion in computational power and digital data, it has been focusing on developing state-of-the-art solutions and algorithms to enable natural interaction between human and machine that can augment and enhance human skills and agility.

To harness the power of intelligent machines, it actively engages with research community by conducting technical conferences and workshops, and collaboration with universities and technical institutions in India. It's research groups include colleagues from industry and academia cover all the topics related to artificial intelligence to understand and advance the academic problems surrounding AI.

SAMATRIX CONSULTING PRIVATE LIMITED AND SGT UNIVERSITY GURUGRAM:

We share the common vision of empowering the candidates by imparting industry relevant skill sets and increasing their employability. To achieve our common goal, Samatrix Consulting Private Limited and SGT University Gurugram will collaborate to establish a Center of Excellence in Artificial Intelligence & Machine Learning on an exclusive basis on the following framework.

ROLE OF SAMATRIX CONSULTING PRIVATE LIMITED:

Samatrix Consulting Private Limited will offer subject matter expertise for establishing Industry focused Center of Excellence at SGT University Gurugram to impart knowledge (through an industry integrated curriculum) and help develop expertise in Artificial Intelligence and Machine Learning for Programmes as deemed appropriate and detailed in Annexures

ROLE OF SGT UNIVERSITY GURUGRAM:

SGT University Gurugram will invest to establish Industry focused Centre of Excellence at SGT University Gurugram to impart knowledge (through an industry integrated curriculum) and help develop expertise in Artificial Intelligence & Machine Learning. SGT University Gurugram shall provide required human capital, space and infrastructure and shall maintain confidentiality of proprietary/confidential information shared by Samatrix Consulting Private Limited used by SGT University Gurugram for training & education purpose. Samatrix will


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also provide relevant software and teaching and learning materials for the said courses as per annexure-I

Review:

SGT University Gurugram and Samatrix Consulting Private Limited shall jointly review the progress every quarter and the minutes of such reviews will be documented and will form the basis for subsequent actions to grow the business, including development of new products and future developments

Other Terms and Conditions:

1. The parties are responsible for their individual acts of commission and /or omission, due to their negligence, and non-compliance of statutory liabilities and obligations,
2. The engagement is on a principal to principal basis and no party shall hold each other as agent and or principal of the other for any liability.
3. This engagement is not intended nor shall be construed as creating a joint venture, partnership or other form of business association.
4. For the term of this Agreement and for the period of six (6) months thereafter, without the prior written consent of the other party, neither party shall either directly or indirectly solicit or entice away (or seek or attempt to entice away) from the employment of the other party any person employed (or any person who has been so employed in the preceding six (6) months) by such other party in the provision or receipt of the Services.
5. Term: This Agreement is valid for the period of four year till all the enrolled students in the above-mentioned program are graduated. SGT University Gurugram will launch new sessions and enrol new students in the above-mentioned program in association with Samatrix Consulting Private Limited for next five years starting year of execution of this program. Either Party can mutually renew this agreement by giving 180 days advance notice to the other.
6. Confidentiality of Relationship and Information:
The parties shall severally take care to ensure that the information provided by the other party remains confidential and further agree not to use the Confidential Information for any purpose other than the purpose for which it is intended. The parties shall not disclose any Confidential Information to anyone other than the employees of either

organization being duly authorized to receive such Confidential Information. This clause shall survive even after this Engagement.

7. Trade Marks, Trade Names and IPR's

The parties hereby acknowledge and confirm that all intellectual property rights including but not limited to the trademarks, service-marks, copyrights, trade names including their respective corporate names, brand name or any part thereof (hereinafter collectively referred to as "Intellectual Property") are owned / possessed by respective owners/Parties and nothing contained in this Engagement shall, unless specifically provided in writing, be deemed to authorize the other party to use or give any right in respect of any of the Intellectual Property of the respective owners.

The parties shall not use in any manner whatsoever, any of the Intellectual Property of other party, whether registered or not except as expressly authorized in writing and such authorization shall be restricted to the purpose of providing training to the enrolled students with Samatrix Consulting and shall elapse immediately after the termination of this agreement or for the course period of such enrolled students whichever is earlier.

The parties shall strictly comply with requirements and specifications relating to the display of any Intellectual Property including logo, trademark, copyrights and its distribution thereof.

8. This agreement can be terminated by either party upon a written notice of at least 180 days before the intended date of termination unless extended or terminated earlier. In such case SGT University Gurugram shall release all the pending payments to Samatrix Consulting Private Limited within thirty (30) of expiry or termination

9. Upon the expiry or termination of this Engagement for any reason, the parties shall immediately cease and desist for all time from any use of or reference to the Intellectual Property of the other party. The parties acknowledge and confirm that all materials given by them whether in printed, written or electronic form, constitute copyright ownership of respective parties and reproduction in any form or by any means mechanical or electronic including photocopying, recording or by any information storage or retrieval system is not permitted and shall constitute a breach of the terms of this Engagement warranting such steps as may be deemed appropriate including but not limited to termination of this Engagement.

10. Dispute jurisdiction and resolution:

Any and all differences and disputes whatsoever arising between the parties shall in the first instance be resolved mutually between the parties and in the event of a non-

resolution the matter may be referred to arbitration to a person jointly appointed by the parties as per the law relating to arbitration in India and the decision of the arbitrator shall be final and binding on all parties. The arbitration proceedings shall be held in New Delhi.

All disputes shall be governed in accordance with the laws prevailing in New Delhi. Only competent courts within New Delhi shall have jurisdiction to try any suit or proceedings whatsoever arising or in any way connected with this Engagement.

11. Assignment:

Neither party shall, without the other's prior written consent assign, change, charge or otherwise transfer or delegate or share the rights, obligations or any provision of this Engagement to any other person.

12. Force Majeure:

Neither Party shall be liable for any delay or default in performing any of its obligations and if such delay is due to bandh, strikes, riots, natural calamities, any other act of God or unforeseen circumstances. However, payment of money dues shall not be covered by the Force Majeure condition.

IN WITNESS WHEREOF this MOU has been executed by the duly authorised representative of each Party on the day, month and year first above written.

For Samatrix Consulting Private Limited

For Samatrix Consulting Pvt. Ltd.


Director/Authorised Signatory

Authorized signatory with seal

For SGT University Gurugram


Registrar
SGT University
Budhera, Gurugram

Authorized signatory with seal

ANNEXURE - 1

Samatrix Consulting Private Limited will offer subject matter expertise for establishing Industry focused Center of Excellence at SGT University Gurugram to impart knowledge (through an industry integrated curriculum) and help develop expertise in AI-ML, Cybersecurity, Blockchain, Data Analytics, and Business Analytics for following Programmes as deemed appropriate

- i. Samatrix Consulting will jointly develop the complete track(s) along with SGT University Gurugram, namely;
 - a. 4 Years B. Tech Specialization in Artificial Intelligence and Machine Learning
 - b. 4 Years B. Tech Specialization in Cybersecurity
 - c. 4 Years B. Tech Specialization in Blockchain
- ii. Samatrix Consulting will dedicate experienced trainers to run the classes SGT University Gurugram at time and periods for each semester by engagement and as may be decided by Samartix for such specialized subjects in Artificial Intelligence, Machine Learning, Cybersecurity, Blockchain, Business Analytics as developed in accordance with clause no. (i).
- iii. Samatrix Consulting will charge as follows for the complete track as given in point (i) from the start of course to SGT University Gurugram for developing and running the specialized tracks.
 - a. 4 Years B. Tech Specialization in Artificial Intelligence and Machine Learning – Rs 22000/- (inclusive of GST) per student per semester
 - b. 4 Years B. Tech Specialization in Cybersecurity – Rs 22000/- (inclusive of GST) per student per semester
 - c. 4 Years B. Tech Specialization in Blockchain – Rs 22000/- (inclusive of GST) per student per semester
- iv. Samatrix Consulting Private Limited will raise invoice on half yearly basis for a semester in advance after the commencement of the classes for that particular semester. SGT University Gurugram will release the payment within 30 calendar days of receiving the invoice. If the payment is not released within 60 calendar days of receiving the invoice, Samatrix Consulting Private Limited reserves the right to hold the regular classes.


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- v. SGT University Gurugram will co-brand Samatrix Consulting for all the promotional material for the tracks as mentioned in clause (i)
- vi. If the experts from Samatrix Consulting are not able to provide the classes as per mutually agreed timetable and due to any reasons, Samatrix Consulting will inform the concerned department of the University so that department could make necessary arrangements and compensatory classes would be offered by Samatrix Consulting in lieu of such classes.


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ANNEXURE - 2

Lab Requirements:

- A computer lab with minimum of machines to be same as number of students enrolled for the program
- Hardware Requirement
 - Minimum Intel Core i5 processor with minimum 8 GB Ram and NVIDIA GeForce GTX 1650 4GB GDDR6 Graphics Card (Nvidia Graphics Card will be required for Deep Learning Practical offered in BTech Semester 5)
- OS Requirement – Windows 10 Pro/Home – Windows Pro will be required for Data Science Tools and Techniques offered in B Tech Semester 6.
- Software Requirements
 - Open Source Software: Anaconda installation with Python, Jupyter Notebook, TensorFlow 2.0, Keras, Hadoop, etc.
 - Microsoft Visual Studio 2017 (Open Source Software)
 - Nvidia CUDA Toolkit (Open Source Software)
 - Microsoft Office 2016 or higher
- The lab should be equipped with high speed internet connectivity, white boards and projectors for the presentations


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ANNEXURE - 3

Samatrix Consulting Private Limited will offer subject matter expertise for establishing Industry focused Center of Excellence at SGT University Gurugram to impart knowledge (through an industry integrated curriculum) and help develop expertise in AI-ML, Data Analytics, and Business Analytics for following Programmes as deemed appropriate

- i. Samatrix Consulting will jointly develop the complete track(s) along with SGT University Gurugram, namely;
 - a. 3 Years BCA Specialization in Artificial Intelligence and Machine Learning
- ii. Samatrix Consulting will dedicate experienced trainers to run the classes SGT University Gurugram at time and periods for each semester by engagement and as may be decided by Samartix for such specialized subjects in Artificial Intelligence, Machine Learning, Business Analytics as developed in accordance with clause no. (i).
- iii. Samatrix Consulting will charge as follows for the complete track as given in point (i) from the start of course to SGT University Gurugram for developing and running the specialized tracks.
 - a. 3 Years BCA Specialization in Artificial Intelligence and Machine Learning – Rs 17700/- (inclusive of GST) per student per semester
- iv. Samatrix Consulting Private Limited will raise invoice on half yearly basis for a semester in advance after the commencement of the classes for that particular semester. SGT University Gurugram will release the payment within 30 calendar days of receiving the invoice. If the payment is not released within 60 calendar days of receiving the invoice, Samatrix Consulting Private Limited reserves the right to hold the regular classes.
- v. SGT University Gurugram will co-brand Samatrix Consulting for all the promotional material for the tracks as mentioned in clause (i)
- vi. If the experts from Samatrix Consulting are not able to provide the classes as per mutually agreed timetable and due to any reasons, Samatrix Consulting will inform the concerned department of the University so that department could make necessary arrangements and compensatory classes would be offered by Samatrix Consulting in lieu of such classes.


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ANNEXURE - 4

Samatrix Consulting Private Limited will offer subject matter expertise for establishing Industry focused Center of Excellence at SGT University Gurugram to impart knowledge (through an industry integrated curriculum) and help develop expertise in AI-ML, Data Analytics, and Business Analytics for following Programmes as deemed appropriate

- i. Samatrix Consulting will jointly develop the complete track(s) along with SGT University Gurugram, namely;
 - a. 3 Years BBA Specialization in Business Analytics
- ii. Samatrix Consulting will dedicate experienced trainers to run the classes SGT University Gurugram at time and periods for each semester by engagement and as may be decided by Samartix for such specialized subjects in Artificial Intelligence, Machine Learning, Business Analytics as developed in accordance with clause no. (i).
- iii. Samatrix Consulting will charge as follows for the complete track as given in point (i) from the start of course to SGT University Gurugram for developing and running the specialized tracks.
 - a. 3 Years BBA Specialization in Business Analytics – Rs 17700/- (inclusive of GST) per student per semester
- iv. Samatrix Consulting Private Limited will raise invoice on half yearly basis for a semester in advance after the commencement of the classes for that particular semester. SGT University Gurugram will release the payment within 30 calendar days of receiving the invoice. If the payment is not released within 60 calendar days of receiving the invoice, Samatrix Consulting Private Limited reserves the right to hold the regular classes.
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