



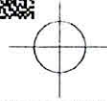
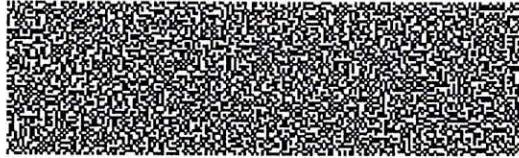
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Government of Karnataka

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Certificate No. : IN-KA43362167867273X
 Certificate Issued Date : 04-Feb-2025 04:22 PM
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 Unique Doc. Reference : SUBIN-KAKACRSFL0819950291981060X
 Purchased by : B EDEPT VENTURES PRIVATE LIMITED
 Description of Document : Article 5(J) Agreement (in any other cases)
 Property Description : COLLABORATION AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SGT UNIVERSITY
 Second Party : B EDEPT VENTURES PRIVATE LIMITED
 Stamp Duty Paid By : B EDEPT VENTURES PRIVATE LIMITED
 Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)



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SGT University
Budhera, Gurugram


 GAURAV
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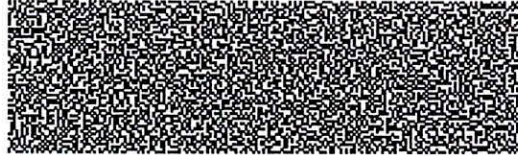


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COLLABORATION AGREEMENT

This Collaboration Agreement is made and executed on the 4th day of February, 2025,

By and between :

SGT University, Gurgaon-Badli Road Chandu, Budhera, Gurugram, Haryana 122505 (hereinafter referred to as the "**UNIVERSITY**" and shall mean and include all their heirs, representatives, administrators, assigns, nominees successors-in-interest, successors-in-office) The **Party of First Part**.

And

B Edept Ventures Private Limited, a registered Company having its office at Wework Galaxy,43, Residency Road, Shanthala Nagar, Ashok Nagar, Bengaluru, Karnataka,560025 (hereinafter referred to as the **COMPANY** and shall mean and include all their heirs, representatives, administrators, assigns, nominees, successors-in-interest, successors-in-office)**The Party of Second Part**.

The University and the Company shall individually be referred to as the "Party" and collectively as "Parties", as the context may require.

WHEREAS:

- I. Shree Guru Gobind Singh Tricentenary University, a private university established under the provisions of the Haryana Universities Act 2006 having its principal campus at Budhera, Gurugram-Badli Road, Gurugram- 122505, Haryana, India. The University has established itself as a high-quality education provider with prime focus on holistic learning and imbuing competitive abilities in students. The University is approved by UGC and prides itself in being the only multi-discipline campus in the Gurugram, spread over 65 acres and equipped with world class facilities. With its outstanding faculty, world class teaching standards, and innovative academic programmes, SGT University intends to set a new benchmark in the Indian education system.
- II. The **COMPANY** is a private limited company registered with the Registrar of Companies, Bangalore. It is classified as a non-government company and is involved in other computer related activities.
- III. The **COMPANY** develops, maintains, deploys and curates content in the ed-tech field for higher education and professional certification.
- IV. The **COMPANY's** courses are instructor-led, synchronous and asynchronous, giving students access to curriculum and professors, regardless of time or geographic constraints.
- V. The **COMPANY** offered its services to collaborate with the **UNIVERSITY** in offering students Programs according to Annexure A
- VI. The Parties have thus entered into this Agreement to record their reciprocal obligations in writing.


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NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. PURPOSE:

- a. In consideration of mutual representations, warranties and covenants, the Parties agree that for a period of 5 years the **UNIVERSITY** shall avail services of the **COMPANY**, and the **COMPANY** agrees to provide such collaborative assistance on the terms and conditions set out in this Agreement presently for Scope of work, including the name of the programs ('*the said programs*'), the curriculum to be taught, etc. mentioned in **Annexure A** hereto.
- b. The specifications of the programs, such as its duration, mode of delivery, etc. shall also be as mentioned in **ANNEXURE B Part 1** accompanying herewith.
- c. The fee structure of the said programs and the division of the same between the **UNIVERSITY** and the **COMPANY** to be as mentioned in **Annexure B Part 2** herewith.
- d. The obligations of the **COMPANY** shall also be as mentioned **ANNEXURE C PART 1** accompanying herewith.
- e. The obligations of the **UNIVERSITY** shall also be as mentioned in **ANNEXURE C PART 2** accompanying herewith.
- f. The eligibility criteria for placement assistance to be provided to the students by the **COMPANY** shall be as mentioned in **ANNEXURE D**

2. TENURE:

The Agreement shall be for a period of 5 (five) years from the date of this Agreement or until revoked under the terms of this Agreement and shall be extended with mutual consent by both the parties subject to satisfactory performance annually and fulfilling of terms and conditions of the Agreement.

3. RENEWAL:

Upon the expiry of the present Agreement granted herein, the renewal thereof shall be mutually decided by both the parties.

4. PAYMENT PROCEDURE:

4.1 UNIVERSITY shall collect fees in respect of the said programs from the students / individuals enrolled for the said programs as agreed.

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4.2 COMPANY should provide the list of students admitted through it to the **UNIVERSITY**. The Total fee received in the **UNIVERSITY** Account will be shared between **UNIVERSITY and COMPANY**. All the undisputed invoices raised by **COMPANY** will be paid no later than thirty (30) days from the date of receipt of invoice from **COMPANY**, or managed through a joint escrow account.

4.3 UNIVERSITY shall collect fees in respect of the said programs from the students admitted for the program, and issue receipts for the same to the students for the said programs.

4.4 The **COMPANY** share of Fees received in Account will be remitted to the **COMPANY** based on the fee received from the students admitted for the said programs.

4.5 UNIVERSITY shall issue receipts to the students for the said programs. The details of fee collected from students shall be visible to the **COMPANY** through the admission dashboard on a real time basis.

4.6 In the event of any cancellation of admission by any student, after commencement of the programs, cancellation shall be as per UGC guidelines and **UNIVERSITY** policy and **COMPANY** shall receive fees share for admissions, based on the actual fees received by **UNIVERSITY** after adjusting such refund of Program Fees to Students arising out of cancellation. Any refund to Students arising out of cancellation of admission shall be adjusted after considering such cancellation. There shall be a quarterly reconciliation of accounts.

4.7 COMPANY shall neither collect any fee directly from the students / parents in any form. All fees and other payments shall be routed online through the online platform of **UNIVERSITY**.

5. REPRESENTATIONS AND WARRANTIES OF UNIVERSITY

5.1 UNIVERSITY represents that it is in compliance with all the terms & conditions stipulated by education governing regulatory authorities' viz., UGC, AICTE. It shall be the responsibility of **UNIVERSITY** to obtain and maintain at its own costs and risks all permissions consents that may be required from the institutions for giving effect to this agreement. **UNIVERSITY** shall make all reasonable efforts to ensure the continuation of the recognition of the said programs throughout this Agreement tenure.

5.2 UNIVERSITY is authorized to offer the programs covered by and being the subject matter of the present agreement.

5.3 UNIVERSITY shall avail the services of **COMPANY** for admissions of students, 40 % academic delivery for the MBA- BA of the total course curriculum through KPMG via offline classes in the campus . This agreement will allow the Company to enroll students for the agreed program between University and Company.

5.4 UNIVERSITY shall be responsible for completing all post admission formalities & related queries, ensuring timeliness & quality of academic delivery and **COMPANY** shall not in any way interfere in the process.

5.5 Subject to what is stated in the proviso to this clause, **UNIVERSITY** shall keep **COMPANY** indemnified against any loss, harm, or damage that may be caused to or suffered by

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COMPANY and against any suit, action, proceedings, claim or demand that **COMPANY** may face or incur as a result of breach of any of the representations and warranties of **UNIVERSITY**.

5.6 UNIVERSITY shall provide all requisite study material, manpower and other facilities and services to the students who enrol for the said programs as set out in the prospectus of **COMPANY** for the "the said programs".

6. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

6.1 COMPANY shall abide by and fulfil all the terms and conditions and its obligations under this Agreement.

6.2 COMPANY represents and warrants that it shall deliver the program in collaboration with KPMG. In the event the **UNIVERSITY** intends to use the logo of KPMG, the **UNIVERSITY** may approach the **COMPANY** in writing detailing the intended usage. The **COMPANY** shall then endeavour to obtain a written consent from KPMG regarding such intended usage by the **UNIVERSITY**. Only pursuant to such a written approval by KPMG shall the **UNIVERSITY** proceed to use the KPMG logo.

6.3 COMPANY represents and warrants that the content and/ or services delivered under the Programs and/ or any other programs delivered under this Agreement will be performed in a professional and workman like manner, in accordance with best industry practices. **COMPANY** further represents and warrants that services and programs will be delivered in accordance with their specifications and acceptable industry standards.

6.4 COMPANY further represents and warrants that the Services provided under this Agreement when used for the purpose for which it is intended shall not infringe any third-party Intellectual Property rights or violate any applicable laws.

7. SINGLE POINT OF CONTACT:

The interaction of both parties hereto under the aegis of this agreement will be exclusively through a Single Point of Contact (SPOC) to be nominated by the parties hereto at the earliest. The parties are free to change their nominated SPOC at any time during the duration of the present agreement, however, such change is to be intimated to the other party at least 3 working days prior to such change taking effect.

8. USE OF NAME:

Either Party shall not use the other Party's name and or logo for advertising or marketing the program(s), without the written consent of the other Party and if the **COMPANY** wishes to propose any new message/literature/content for the email or SMS regarding the joint programs, they shall do the same only with prior written consent of the **UNIVERSITY**. Such usage shall cease immediately on the termination of the present agreement. The **UNIVERSITY** shall not use the KPMG logo without consent of the **COMPANY**.


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9. INTELLECTUAL PROPERTY RIGHTS:

The program, its design, content, ancillary exercises, et al, including but not limited to the training materials or content or assignments for the program are the exclusive property of the COMPANY. The present agreement grants limited license to the UNIVERSITY to use the same only in furtherance of its obligations under the present agreement. The said license to use shall stand terminated with immediate effect on the termination of the present Agreement.

10. CONFIDENTIALITY:

10.1 Confidential information herein means and includes the syllabus prepared by the COMPANY, its delivery method, the data sets pertaining to students, the design of the content, data and or information relating to the program, data and or information relating to prospective or ex-students et. al., that may be prepared and communicated by the **COMPANY** to the **UNIVERSITY** or vice versa, and further such similar information and or data communicated by the COMPANY to the **UNIVERSITY** or vice versa.

10.2 Each Party shall keep the Information of the other Party as confidential and shall employ the same degree of care as it would employ to protect its own confidential and proprietary information, which will in any case not be less than a reasonable degree of care. Each Party shall not disclose the other Party's confidential information to any third party, except, where required, to its directors, partners, personnel, consultants, employees, officers, agents and its affiliates who have a need to know such Information and who are contractually bound by confidentiality and non-disclosure obligations. The Party receiving the confidential information is referred to as the " Receiving Party" and the Party disclosing the confidential information is referred to as the " Disclosing Party".

10.3 Each of the Parties agree that, except as may be required by law or by rules of any governmental or regulatory authority, they shall keep confidential and not disclose or announce anything relating to the existence, the subject matter or terms of this Agreement without the prior written consent of the other.

10.4 Each of the Parties agrees that information exchanged to date, and which may be exchanged during the term of this Agreement and any commercial and technical information in any form provided to the parties is confidential and proprietary and shall not be reproduced, copied, or disclosed to any third parties.

10.5 The Parties hereto shall at all times cause its directors, officers, employees, representatives, advisors, associates and any other person acting on their behalf to refrain from disclosing any confidential information and shall ensure that such information is only used for the purposes set out irrespective of whether the Confidential Information was provided in writing or orally or whether the written embodiment of the Confidential Information has been marked as confidential.

10.6 Nothing contained herein above shall apply to any disclosure of confidential information if:


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10.6.1 Such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating organization or other recognized investment exchange having jurisdiction over the parties; or

10.6.2 Such information is required for audit purposes / **COMPANY due diligence by internal / external parties** .

10.6.3 Such information has entered the public domain other than by a breach of the Agreement.

10.7 The confidentiality obligations shall survive the expiry of this Agreement and are legally binding on the parties and shall be in full force and effect for the period of 3 years from date of expiry / termination of this Agreement.

10.8 The Parties shall execute such instruments and documents and do such further acts and things as are necessary or desirable so that full effect may be given to the provisions of this Agreement.

11. ELECTRONIC TRANSMITTALS:

The use of electronic transmittals such as email are permitted subject to exercise of reasonable care so as to ensure confidentiality of the parties and non-disclosure of information to unauthorized personnel or third parties.

12. ANTI-CORRUPTION AND ANTI BRIBERY:

The Parties hereto shall each maintain in place throughout the duration of the present agreement, its own policies and procedures, including, but not limited to, adequate procedures to ensure compliance with applicable Anti-Corruption and Anti-Bribery Laws, and will enforce them as appropriate.

13. ANTI-MONEY LAUNDERING:

The Parties hereto shall each comply with applicable Anti-Money Laundering Regulations.

14. DATA PROTECTION:

The Parties hereto shall comply with applicable laws and regulations in respect to Data Protection including, where relevant, General Data Protection Regulation and Indian Information Technology Act. The COMPANY's privacy policy is set out on its website and prescribes how it processes personal data in respect of the various services that it provides.

COMPANY acknowledges, agrees and undertakes that it will be deemed to be the Data Fiduciary as per the provisions of Digital Personal Data Protection Act, 2023 (DPDP Act) for all the personal information/data furnished to or accessed by the **COMPANY** under this MOU. **COMPANY** further agrees and undertakes to ensure compliance with all the provisions applicable to data fiduciaries for processing the aforesaid personal information in accordance

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with DPDP Act. **COMPANY** further agrees and undertakes that any such data will be kept secret and confidential and retained or processed in accordance with the applicable data protection legislation including but not limited to DPDP Act and must not be passed on to any other agency or individual other than any person authorised by **UNIVERSITY**

15. ELECTRONIC TRANSMITTALS:

The use of electronic transmittals such as email are permitted subject to exercise of reasonable care so as to ensure confidentiality of the parties and non-disclosure of information to unauthorized personnel or third parties.

16. INDEMNIFICATION:

Each Party shall indemnify the other against Party and its group/holding/affiliate/subsidiary companies and their directors, employees, officers and representatives against all losses, claims, damages of whatsoever suffered (including but not limited to legal costs and fees of the advocate) by other Party due to breach/negligence/default by a defaulting Party. Notwithstanding any other term of this Agreement to the contrary, in no event shall the Company be liable to the University and / or any third party for any direct, indirect, special, incidental, consequential, punitive or exemplary damages and / or loss of any kind (including but not limited to loss of profit, loss of revenues and the like) howsoever caused, in connection with the services of the Service Provider whether arising out of contract, tort (including without limitation negligence and / or any act of omission / commission). The liability of each Party, under this Agreement shall be limited to the Consideration paid under this Agreement.

17. TERMINATION:

17.1 Notwithstanding anything contained hereinabove, it is specifically agreed by and between the Parties that, either Party shall be at liberty to terminate the present Agreement, without assigning any reason, by giving 3 months prior written notice to the other Party to that effect and in such a case said Notice shall not be subject to any reconsideration and / or discussion.

17.2 After the date of termination of this Agreement, the COMPANY does not have any right to claim for its renewal or claim of any kind thereof except for COMPANY share of fees to be received in future towards the said programs for the students already admitted till the date of termination.

17.3 That in the event of material breach of any terms of the Agreement, the either party shall be at liberty to revoke the same with immediate effect, without giving any notice.

17.4 On termination, for whatsoever reason of this Agreement the dues shall be settled as per Clauses above.

17.5 If any winding up petition is admitted against the other party, or any liquidator or receiver is appointed in respect of such party or its assets.

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17.6 The termination of the Agreement will not affect any rights, obligations, and laws which may have accrued prior to such termination. The students admitted for the said programs at the date of termination shall remain entitled to complete their respective programs, appear for exams and receive degrees from **UNIVERSITY**.

17.7 The provisions contained in clauses relating to Confidentiality, Representations and Warranties, Notice and Disputes and Arbitration and Jurisdiction shall survive the termination of the Agreement for the period of 3 years from the date of termination of this Agreement.

18. NOTICE:

Any notice/letter required to be served by one party to another in pursuance of this Agreement shall be in writing and shall be sufficiently served upon the other if sent to them by Registered Post A.D. or personally delivered at the respective address mentioned above or through official email from competent authority.

19. FORCE MAJEURE:

19.1. This Agreement shall not in any way be affected nor shall any party hereto be held liable for any failure or delay in the performance of any undertaking, terms or conditions herein, if such failure or delay is due to earthquake, pandemic, fire, flood, damage by the elements, act of God, acts of terrorism, act of foreign or domestic de jure, or de facto government whether by law, order, legislation, decree, rule, regulations or otherwise, action by civil military authorities or any other circumstances of like character, provided that the party affected shall give prompt notice to other party and the non-performing party makes reasonable efforts to avoid or remove such causes of non-performance and continues performance whenever such causes are removed.

19.2. Nothing contained in this Agreement shall constitute any joint venture or partnership between the parties here to.

20. FORBEARANCE:

No forbearance, indulgence, relaxation or inaction by the parties at any time to require the performance of any provision of this Agreement, shall in any way affect, diminish, or prejudice the right of the parties to require the performance of that or any other provision/s of this Agreement.

21. DISPUTE RESOLUTION, ARBITRATION & JURISDICTION:

21.1 All disputes arising out of or in any way connected with this Agreement shall, as far as possible, be mutually resolved between the Parties.

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21.2 A dispute will be deemed to arise when one Party serves on the other Party a notice stating the nature of dispute.

21.3 The Arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 as amended from time to time. Such dispute shall be referred to a Ld. Sole Arbitrator if the parties agree upon one. Else, reference shall be made to a panel of three Arbitrators, one to be appointed by each party and both such Arbitrators appointing the third

21.4 The language of the Arbitration shall be English, and the place of Arbitration shall be Gurugram, Haryana.

21.5 The Arbitration award shall be final and binding on all the Parties.

21.6 Subject to the provisions of clause - relating to arbitration, the civil courts in Gurugram. Haryana shall have exclusive jurisdiction to deal with all matters arising out of this Agreement.

22. ASSIGNMENT

This Agreement shall inure to the benefit of and be binding upon the Parties and their successors interest; provided that such successor-in- interest is bound by the terms stated herein. No Party shall be entitled to assign its rights and obligations under this Agreement without the prior written consent of the other.

23. SEVERABILITY

If any provision of this Agreement shall be determined to be contrary to law and unenforceable by any court of law, the other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the legal substance of the transactions contemplated hereby are not affected, in any manner materially adverse to any Party. Upon such determination that any term or provision is invalid, illegal, or incapable of being enforceable, the Parties shall negotiate in good faith to modify this Agreement to give effect to the original intent of the Parties as closely as possible, to the intent that the transactions contemplated hereby can be fulfilled to the extent possible.

24. Except as otherwise provided herein, all rights and remedies of the Parties under this Agreement are cumulative and without prejudice to any other rights or remedies under law.

25. WAIVER

The failure to exercise any rights, elections or remedies provided for herein shall not be considered a waiver of such provision, right, election or remedy or in any way affect the validity of this Agreement. The failure of any Party to enforce any such rights, elections or remedies shall not preclude such Party from later enforcing or exercising any rights, elections or remedies that it may have under this Agreement. A provision or right under this Agreement may not be waived, except in writing signed by the Party granting the waiver.

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26. Neither Party will make any other announcements regarding the subject matter of this Agreement, without first agreeing upon the content of such announcement with the other Party.

27. NON SOLICITATION:

During the term and for a period of two (2) year thereafter, Parties shall not, directly or indirectly solicit, hire, attempt to solicit or hire, or participate in any attempt to solicit or hire any person who is/was an employee (in last 6 months), independent contractor, trainer or consultant of the other Party or other Party's Affiliates. This restriction does not prohibit either Party from employing general recruiting strategies that are not directed specifically towards the other Party's employees, independent contractor, trainer or consultant including the placement of advertisements, the use of placement firms or posting of positions on the world wide web.

28. AMENDMENTS:

No changes, alterations or modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose.

29. STAMP DUTY:


The Parties hereto shall share the cost of stamp duty on the present agreement equally.

30. JURISDICTION:

This Agreement is always subject to the Courts of competent jurisdiction at Delhi, India, which shall have the exclusive jurisdiction to decide the dispute/s, if any, between the Parties to this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE JOINTLY PUT THEIR RESPECTIVE SIGNATURES IN PRESENCE OF WITNESSES TODAY AT PUNE.

SEALED AND DELIVERED BY THE WITHIN NAMED, FOR AND ON BEHALF OF THE UNIVERSITY.	AND DELIVERED BY THE WITHIN NAMED, FOR AND ON BEHALF OF THE COMPANY
Dr. Joginder Yadav, REGISTRAR SGT University Registrar SGT University Budhera, Gurugram	Mr. Gaurav Bhatia, Founder CEO BEdept Ventures Pvt Limited GAURAV PRAKASH BHATIA Digitally signed by GAURAV PRAKASH BHATIA



ANNEXURE A

"The said program"

MBA Business Analytics

2 years, 4 semesters, offline program

MBA in Business Analytics		
Sr. No.	Semester 1: Core Business Knowledge & Fundamentals of Analytics	Credits
1	Principles and Practices of Management & OB	3
2	Managerial Economics	3
3	Marketing Management	3
4	Management Accounting	3
5	Business Communication	3
6	Introduction to Business Analytics	3
7	Programming fundamentals	3
		21
Semester 2: Advanced Descriptive Analytics and Transition to Predictive		
1	Business Research Methods	3
2	Financial Management	3
3	Operations and Supply Chain Management	3
4	Human Resource Management	3
5	Business Law	3
6	Statistical methods for data analysis	3
7	Introduction to Python for Data Analysis	3
8	Database Management using SQL	3
		24
Semester 3: Focus on Predictive Analytics		
1	Strategic Management	3
2	Time series analysis and forecasting	3
3	Data visualization and presentation	3
4	Text Analytics and Natural Language Processing	3

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5	Elective 1: Predictive & Stochastic modeling	3
6	Elective 2: Operations & Supply Chain analytics	3
7	Elective 3: Block chain for managers	3
8	Elective 4: Financial analytics	3
9	Soft Skills Development I	2
10	Internship/Field Project	4
		30
	Semester 4: Prescriptive Analytics & Specialization	
1	Entrepreneurship	3
2	International Business	3
3	Ethics in the age of AI	3
4	Soft Skills Development II	2
5	Capstone Project	6
6	Elective 5: Marketing analytics	3
7	Elective 6: People Analytics	3
8	Elective 7: AI & Deep learning for business solutions	3
9	Elective 8: Decision making with Prescriptive Analytics	3
		29
	Total Credits	104


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ANNEXURE B PART 1 SPECIFICATIONS OF THE PROGRAM

1. MBA Business Analytics

- . **Duration of the program:** The total duration of the program will be 2 years divided in 4 semesters. 40% credits for the program will be delivered by the company.
- . **Mode of Delivery:** The entire program will be delivered offline at the university campus.

ANNEXURE B PART 2 FEE AND PAYMENT TIMELINES FOR THE PROGRAM

1. The total fee for the program will be Rs. 9,00,000 /- (Rs. 4,50,000 per year).
2. The fee component payable to the Company by the University will be 55% of the total fee for the entire program.
3. Fee increase as per inflation and other factors can be mutually discussed every year.
4. **Payment Timelines for COMPANY fee:**
 - . The invoice for the academic fee for all the students will be raised at the end of every cohort which can then be released by the University within 30 days.
 - a. As the Company is an MSME, as per section 15 of the MSME law, if the payment is not made timely, the Company will follow up with the University to release payments. Should there be further delays and no clarity on resolution and release of the payment within 30 days of this request, Company may approach MSME Facilitation Council under sections 17 and 18 of the MSME Act for finding a remedy towards recovery of the payment and University will be liable to pay interest in addition as per MSME guidelines on the principal amount in the scenario of delayed payment.



<u>FIRST PARTY/UNIVERSITY</u>	<u>SECOND PARTY/COMPANY</u>
For and on behalf of SGT University	For and on behalf of B Edept Ventures Private Limited
Dr. Joginder Yadav, REGISTRAR	Mr. Gaurav Bhatia, Founder, CEO,
SGT University	B Edept Ventures Pvt Limited
Signature:	Signature: GAURAV PRAKASH BHATIA <small>Digitally signed by GAURAV PRAKASH BHATIA</small>
Witness Name and Signature:	Witness Name and Signature: 

ANNEXURE C PART 1: COMPANY OBLIGATIONS


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ANNEXURE C PART 1: COMPANY OBLIGATIONS

- i. Design, develop and update the syllabus of the said program with the University to meet the industry requirements.
- ii. Deliver the program in collaboration with KPMG.
- iii. Design and provide the question bank for the subjects being taught by the COMPANY.
- iv. The program as designed and developed shall be for the exclusive use of the UNIVERSITY under limited license from the COMPANY during the subsistence of this Agreement.
- v. COMPANY shall facilitate Registration and support the coordination of verification of documents and enrolment of eligible students as per UGC guidelines, which shall be the sole responsibility of the UNIVERSITY.
- vi. Facilitate Industry Internships for each student.
- vii. To employ adequate & competent personnel required for the admission of students.
- viii. Maintain proper record of student's admission and share the information with the University.
- ix. Coordinate with the University Team for proper & prompt information in relation to admission of the students.
- x. Design online assignments and case studies.
- xii. COMPANY should not mis-utilize the brochure and material provided by the University.
- xiii. Placement assistance for Mock Interviews, Resume building, job interviews etc. considering the students meet the criteria mentioned in Annexure D.
- xiv. Provide LMS services, if required.
- xv. Provide certification to the students by the industry partner.
- xvi. Provide help with student acquisition for the batch and subsequent batches.

<u>FIRST PARTY/UNIVERSITY</u>	<u>SECOND PARTY/COMPANY</u>
For and on behalf of SGT University	For and on behalf of B Edent Ventures Private Limited
Dr. Joginder Yadav, REGISTRAR SGT University	GAURAV PRAKASH BHATIA Digitally signed by GAURAV PRAKASH BHATIA Mr. Gaurav Bhatia, Founder CEO, B Edent Ventures Pvt Limited
Signature: 	Signature:
Witness Name and Signature:  SGT University Budhera, Gurugram	Witness Name and Signature:

ANNEXURE C PART 2 UNIVERSITY OBLIGATIONS:

i. Design, develop and update the syllabus of the said programs with the Company to meet the industry requirements and ensure that the program is approved by the education regulatory bodies in India.

i i. Decide the duration and fee structure of the program and develop and provide study Material and academic literature to the students and appoint trained faculties and administrative staff to conduct the said programs

iii. Maintain proper infrastructure and technical facilities to conduct the said programs via online instruction medium.


iv. Decide eligibility for admission, conduct admission process, issue Identity Cards, conduct lectures in the online mode, conduct exams, evaluate case studies/ assignments/ project reports submitted by students, evaluate exam papers, declare results, issue mark-sheets and award Degree

v. University is obligated to provide students grades, attendance and other details from time to time as required in Annexure D for the COMPANY to be able to provide students with the placement services.

vi. A dedicated dashboard/portal will be created for the Company to punch the leads and complete all admission formalities including payments and documentation.

Vii. To provide product and process training frequently to the Company's counsellors / spoc.

viii. To provide a dedicated SPOC to the company for daily operations and support.



<u>FIRST PARTY/UNIVERSITY</u>	<u>SECOND PARTY/COMPANY</u>
<p>For and on behalf of SGT University</p> <p>Dr.Joginder Yadav, REGISTRAR</p> <p>SGT University</p>	<p>For and on behalf of B Edept Ventures Private Limited</p> <p>GAURAV PRAKASH BHATIA Digitally signed by GAURAV PRAKASH BHATIA</p> <p>Mr. Gaurav Bhatia, Founder</p> <p>B Edept Ventures Pvt Limited</p>
<p>Signature: </p>	<p>Signature:</p>
<p>Witness Name and Signature:</p>	<p>Witness Name and Signature:</p>

ANNEXURE D

PLACEMENT ASSISTANCE ELIGIBILITY CRITERIA

All the students are eligible to receive placement assistance as far as they meet all the following criteria:

- a. A student must graduate from the enrolled Program within the expected duration of the Program and submit all course assignments/ exercises within the prescribed timelines. (Prescribed timelines MBA- 2 years)
- b. A student must submit all projects & tests and successfully clear/pass the program with minimum 60% marks within the stipulated time.
- c. A student must have 0 active backlogs.
- d. A student must attend all assessment tests/sessions.
- e. A student must apply for all opportunities where they are eligible.
- f. A student is advised to have at least 80% attendance.
- g. A student must make timely payment of their program fee
- h. A student must successfully complete Internship and other projects as a part of their academic requirement, submit Summer Internship Project/other academic projects and successfully defend the project's thesis.
- i. A student must not have any incidence of indiscipline and general misconduct.

<u>FIRST PARTY/UNIVERSITY</u>	<u>SECOND PARTY/COMPANY</u>
<p>For and on behalf of SGT University</p> <p>Dr. Joginder Yadav, REGISTRAR</p> <p>SGT University</p> <p>Signature: </p> <p style="text-align: center; color: blue;">Registrar SGT University Budhera, Gurugram</p>	<p>For and on behalf of B Edept Ventures Private Limited</p> <p style="text-align: center;">GAURAV PRAKASH BHATIA Digitally signed by GAURAV PRAKASH BHATIA</p> <p>Mr. Gaurav Bhatia, Founder CEO </p> <p>B Edept Ventures Pvt Limited</p> <p>Signature:</p> <p>Witness Name and Signature:</p>