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SGT UNIVERSITY

SHREE GURU GOBIND SINGH TRICENTENARY UNIVERSITY
GURGAON, DELHI-NCR
(Established by the Haryana Act No.8 of 2013)

SGT/CRC/23/005

15-March-2023

To
The Registrar
SGT University,
Gurugram

Subject: -Approval Note

Dear Sir,

As discussed we are in the process of starting the Company Specific Training (Aptitude, Technical and Coding) for the batch passing out in 2024(B. Tech -CSE, BCA and MCA).

We are continuing with same company at the same price this year also.

Details are as follows: -

Name of the training company: -Skillbout Professional Services

Cost per student-3000+18% GST

Total amount (per student): - 3540/- (Three thousand five hundred forty only)

Total strength of student: -215 (BCA-87/MCA-68/CSE-60)

However, payment would be done as per number of students attended the training program.

This amount will be paid from our University, under industry visit/placement head. The amount would be paid in two parts.

P.T.O.



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First part to be paid after the completion of 1st phase of the training (starting from 20th March,2023 to 1st April,2023)

Second part to be paid after the completion of 2nd phase of the training
(starting from 26th June,2023 onwards)

Further, MOU is been shared for your kind reference and is to be signed.

Looking forward for your kind approval.

Prepared by

Mr. Rakesh Jaiswal

Recommended by

Dr. K Tara Shankar

Approved by

Enclosed: -

1. MOU
2. List of the students from FEAT faculty attending the training program.

Recommended for consideration & approval please
ve Approved
Registration 16/3/23
Dr. Arun CFC
16/3/23

16/3/23
Registrar
SGT University,
Budhera, Gurugram

Dated: 24-02-2023

Final Mou (After vetting done by legal team of SGT University.)

Memorandum of Understanding & MUTUAL NON-DISCLOSURE AGREEMENT

This Memorandum of Understanding is made on this 24th February 2023 at Bangalore. (Hereinafter referred to as the "Memorandum of Understanding")

Between

SGT University

Gurugram.

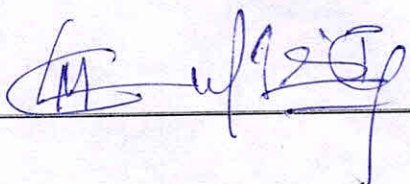


Skill Bout Professional Services, Bangalore 560076
Reg No. 5/86/CE/0094/2020

Skillbout Professional Services % Roshan Kumar, an entity having a **Registration No. : 5/86/CE/0094/2020**, **PAN: EDHPK3984H**, **Address: No. 529 2nd Floor, 8th Main, 6th Stage, Op. SBI, BEML Layout, SBI Bank, Thubarahalli, Bengaluru, Karnataka – 560066** of the other part or referred as "contractor", "consultant", "Vendor" (which expression shall unless repugnant to the context or contrary to the meaning thereof be deemed to mean and include its successors in business and permitted assigns/ partners for the time being and the survivor or survivors of them)

AND

"SGT University" is an educational institute incorporated in India and having registered address at Near Budhera, Gurugram-Badli Road, Gurugram, Haryana, India-122505. (here in after referred to as "SGT University" or "Client" (which expression shall unless repugnant to the context or contrary to the meaning thereof be deemed to mean and include its successors in business and permitted assigns/ partners for the time being and the survivor or survivors of them)





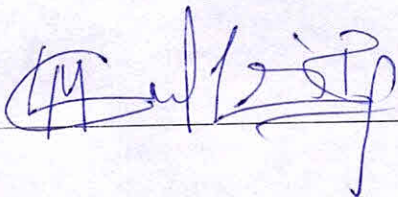
Herein after collectively referred to as "the Parties"

Whereas it is understood and agreed to that the parties to this Agreement would each like to provide the other with certain information that may be considered confidential. To ensure the protection of such information and in co inside ration of the agreement to exchange said information. the parties agree as follows:

1. The confidential information to be disclosed under this Agreement ("**Confidential Information**") can be described as and includes. Technical, business information, business processes concepts and methodology relating to proprietary ideas, patentable ideas and/ or trade secrets, exiting and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, strategic networking, international linkages, business contacts and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

In addition to the above, Confidential Information shall also include, and the parties shall have a duty to protect other confidential and/ or sensitive information that is

- (a) disclosed as such in writing and marked as confidential (or with other similar designation) at the time of disclosure, and/ or
 - (b) disclosed in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered within thirty (30) days of the disclosure.
2. The parties shall use the Confidential Information only to evaluate potential business, employment, and/ or investment relationships. . The obligation upon the parties to protect the Confidential Information of the other under this MOU shall survive any expiration or termination of the relationship between the parties for any reason. The Receiving Party will use reasonable efforts to safeguard the confidentiality of Confidential Information furnished by the Disclosing Party, and will not divulge Confidential Information to any third person (other than an employee or consultant bound in writing by confidentiality provisions at least equivalent to those set forth herein).
- 3.
4. The parties shall limit disclosure of Confidential Information within its organization to its directors, officers, partners, members, and/ or employees having a need to know and shall not disclose Confidential Information to any third party (Whether an individual, corporation, or other entity) without prior written consent. The parties shall satisfy its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants, and others who are permitted access to or use of the Confidential Information.



5. This agreement imposes no obligation upon the parties concerning any Confidential Information
- that was possessed by the Receiving Party prior to the Effective Date of this Agreement before receipt
 - information that is in the public domain on the Effective Date of this Agreement or subsequently which becomes a matter of public knowledge through no fault of the receiving party;
 - (c) is rightfully received from a third party not owing a duty of confidentiality;
 - (dc) is disclosed without a duty of confidentiality to a third party by, or with the authorization of the disclosing party;
 - or is independently developed or
 - (f) information that is required to be disclosed by law; provided, that the Receiving Party provides prompt written notice to the Disclosing Party of such required disclosure, makes a reasonable effort to obtain a protective or other order maintaining the confidentiality of the Disclosing Party's Confidential Information, and takes reasonable steps to enable the Disclosing Party to seek a protective order or otherwise prevent disclosure of such information.

6. This Agreement shall not be constructed as creating, transferring, granting, or conferring upon either party any rights, license, or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. Furthermore and specified, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

6. Neither party has an obligation under this Agreement to purchase any service, goods, or intangibles from the other party.
7. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that the non-breaching party shall have no adequate remedy in money or other damages and accordingly shall be entitled to seek injunctive relief.
8. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives to both parties. s
9. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.
10. Any breach of the local law and relating consequences shall not be the responsibility of the client.

AGREEMENT SCOPE

1. TASKS, DUTIES AND SCOPE OF WORK SGT – B.C.A:

The client required the Services of the Consultant's Trainer for Training Delivery on **Python , DATA STRUCTURES and Advanced Coding Skills**"

The Offline training is scheduled will be of 25 -Working days with 6-hours per day.

Skill Bout shall be employed as an independent Consultant and shall provide Training & materials including presentations slides, specifications.

Responsibilities for Skill Bout.

a) Providing Trainer for All Batches:

- i) 1 Trainers would be available for all batches.
- ii) Trainer would remain available & start the Internship delivery for everybatch, without respect to number of Student Available
- iii) Providing Accommodation and Food facility for 1 Trainers for 25 days.
- iv) Regular Task/Assignments/Practice would be given to students
- v) Technical Doubts & Queries would be handled.

b) Duration:

- i) 25 days of Training would be completed by 1 Trainer
- ii) Per Day - Per Batch: 6 Hours

c) Reference Study Material including:

- i) Open-Source Tools
- ii) Presentation Slides
- iii) eBooks
- iv) Video Contents

2. TASKS, DUTIES AND SCOPE OF WORK SGT – B.Tech & M.C.A:

The client required the Services of the Consultant's Trainer for Training Delivery on **Aptitude & Reasoning , C,DATA STRUCTURES and Advanced Coding Skills with Soft Skills & Verbal Training**"

The Offline training is scheduled will be of 25 -Working days with 6-hours per day.

Skill Bout shall be employed as an independent and shall provide Training & materials including presentations slides, specifications.

Responsibilities for Skill Bout.

a) Providing Trainer for All Batches:

- i) 3 Trainers would be available for all batches.(1-Technical, 1-Aptitude& Reasoning,1SoftSkills & Verbal)
- ii) Trainer would remain available & start the Training delivery for everybatch, without respect to number of Student Available
- iii) Providing Accommodation and Food facility for 3 Trainers for 25 days.
- iv) Regular Task/Assignments/Practice would be given to students
- v) Technical Doubts & Queries would be handled.

b) Duration:

- i) 25 days of Training would be completed by 3 Trainer
- ii) Per Day - Per Batch: 6 Hours

c) Reference Study Material including:

- i) Open-Source Tools
- ii) Presentation Slides
- iii) eBooks
- iv) Video Contents

• **Responsibilities for S.G.T:**

Offline live Training:

- i) Assign a coordinator for the training

Students Presence:

- i) Maintaining compulsory attendance for Students
- ii) Attendance Report should be created for each student
- iii) Maintaining an adequate number of students in Training
- iv) Communication with College & University for any updates

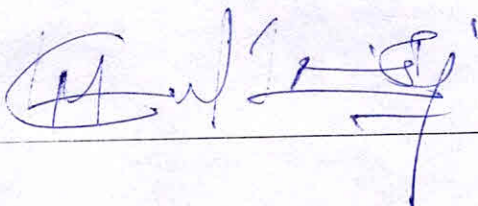
c) **Service Fee:**

The college will pay @ INR 3000(Exclusive of G.S.T) per student for students attending the training

- Payment will done in two installments

- 1) 50% on second Week of commencement of training program.
- 2) 50% once on the completion of Training Program.

SKILL BOUT



Training Execution Details

- a) The internship classes are to be practical oriented and the roles of the trainers include
 - a. Forming presentations and Internship slides and materials
 - b. Making sure the students are thorough on the trained topics that day by giving assignments, projects, and other such activities
 - c. Personal Internship approach with individual focus and interaction with students
 - d. Test all hardware and installation of software on the devices and make them ready for training
 - e. Provide Course Topics include: (Day 1-25 days Topic wise File shared)
- b) Creation and active involvement and maintenance of a central portal to solve issues and doubts for the students
- c) The said amount does include all local taxes, foreign exchange conversion charges, transfer charges.

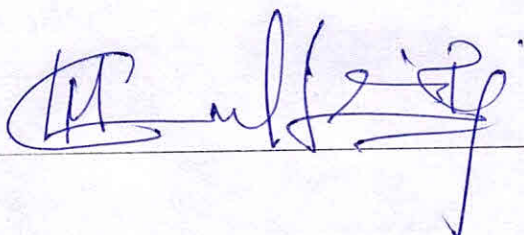
COMMUNICATION AND NOTICE

- a) All communication between client and Trainer shall be via Contractor.
- b) All communication between Client and Students/College/University shall be via Client

TERM AND TERMINATION

This Agreement shall be in force from till Thereafter it can be extended with the mutual agreement of the parties in writing. Either party shall have the right to terminate this agreement by giving written notice at least days in advance.

Termination of this agreement for any reason whatsoever shall not release the Parties from any liability which at the time of termination has already accrued or which thereafter may accrue in respect of any act or omission occurring prior to such termination, nor shall any such termination affect in any way the survival of any right or duty which is expressly stated elsewhere in this agreement to so survive.



TRADE SECRETS AFTER TERMINATION OF CONTRACT

All of the terms of the above section of this Agreement shall remain in full force and effect for three years after the termination of a contractor for any reason, and during such three-year period, the contractor shall not make or permit the making of any public announcement or statement of any kind that [he or she] was formerly assigned contract by or connected with the client.

AMENDMENT

This contract shall only be amended or modified by a written document executed by authorized representatives of the client and contractor. This contract supersedes all prior representations made by the client.

INTELLECTUAL PROPERTY

Each Party shall retain all right, title and interest in its works, creations and inventions, including all intellectual property rights therein (collectively "IPR Rights") and nothing herein is intended or shall be deemed to be a transfer, license, release or waiver of its IPR Rights. Either party may use the name, registered trademarks, service marks, logos, insignia or any other proprietary designation (collectively the "Marks") of the other Party or its products or services with the other Party's prior written approval, however, nothing in this Agreement shall be deemed, construed or interpreted as granting to either Party any right to use any of the Marks, products or services of the other Party. While using the said Marks, the party which uses the said Marks, shall comply at all times with the current version of the applicable mark and logo guidelines of the other party without any fail.

INDEMNIFICATION AND LIABILITY:

Indemnification: Each Party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its servants and agents. Each Party ("Defaulting Party") hereby undertakes and agrees to indemnify and keep and hold the other Party ("Non Defaulting Party") indemnified and harmless from and against all claims, proceedings, damages, losses, actions, costs and expenses arising as a consequence of or out of this Agreement or arising from any breach of terms and conditions of this Agreement including any third party claims for infringement of intellectual property rights

Liability. No Party shall be liable to another for indirect or consequential damages.

DISPUTE RESOLUTION AND ARBITRATION

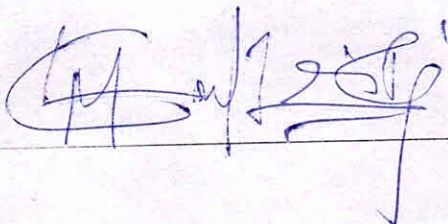
If any question of difference or claim or dispute arises between the parties hereto touching the present agreement or the construction thereof as to the rights, duties or obligations of the parties hereto or to as any matter arising out of or connected with the subject matter of the present agreement, the same shall be settled through conciliations. In the event, no conciliation is arrived at within 30 (Thirty) days after commencement of such conciliations, the parties shall be free to refer the dispute to the arbitration to be held at Gurugram. The reference shall be to a single arbitrator which shall be mutually appointed by both the parties. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. The decision of the arbitrators shall be final and binding on the parties to the present agreement.

GOVERNING LAW AND JURISDICTION


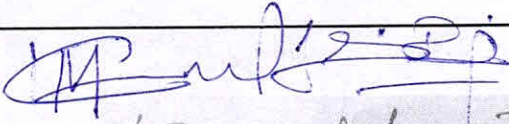
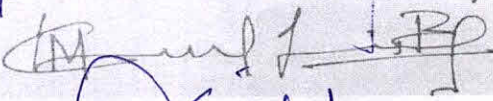
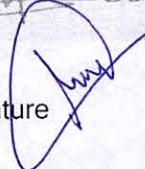
This Agreement is made under and shall be constructed according to the laws of India and shall be subject to the court of competent jurisdiction in Gurugram, India.

ARBITRATION

Any disputes or claims between the client and the contractor arising out of this contract shall be resolved by submission of the same within Bangalore and shall be governed by the laws of India.

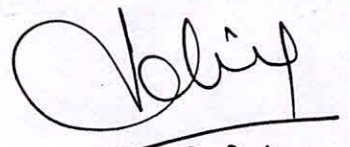


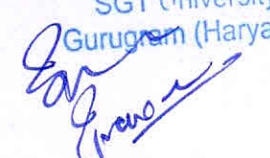
THEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

<p>SIGNED for and on behalf of</p> <p>S.G.T.UNIVERSITY</p>	<p>Signature & Stamp </p> <p>Dated : 16/3/23</p> <p>Registrar SGT University, Budhera, Gurugram</p>
<p>SIGNED for and on behalf of</p> <p>SKILLBOUT PROFESSIONAL SERVICES</p>	<p>  Signature  16/3/23</p> <p>Dated :24-02-2022</p>

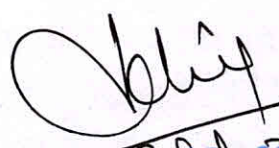
BTech 2020

SNo	Registration No	Name	Mobile No	Email id
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2	201302003	PRATEEK	9306357084	ps1017975@gmail.com
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8 Feb 23

HOD - CSE
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65	211302098	ADI AGGARWAL (LEET)	7018148646	josephjonas9999@gmail.com

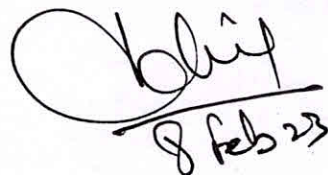

8 Feb 23
805 CSE
 Faculty of Engineering & Technology
 SGT University
 Gurugram (Haryana)

MCA 2020

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25	221347025	VIKRAM KUMAR	9717369411	vikramkumar606037@gmail.com
26	221347026	MANISH TANEJA	7303130434	manishtaneja005@gmail.com
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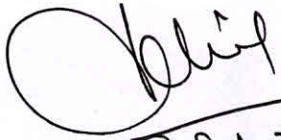
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