

ACADEMIC PARTNERSHIP AGREEMENT

This Academic Partnership Agreement (“**Agreement**”) is executed on this 30th April, 2024 (“**Effective Date**”),

By and Between

Xebia IT Architects India Private Limited a company incorporated under the provision of Companies Act, 1956 having its registered office at 411, 4th Floor, Surya Kiran Building, 19, Kasturba Gandhi Marg, Connaught Place, New Delhi -110001 (hereinafter referred to as “**Xebia**”, which expression unless it be repugnant to the context or meaning thereof, be deemed to include its successors, representatives, nominees and assigns) through its COO Mr. Madh Arya, the FIRST PART

AND

SGT University, a private university, located at Gurugram-Badli Road, Chandu, Budhera, Gurugram-Haryana-122505, India, represented by its Authorized Signatory Dr. Joginder Yadav, (hereinafter referred to as “**University/SGT**” which expression unless it be repugnant to the context or meaning thereof, be deemed to include its successors, representatives, agents, affiliates, , nominees and permitted assigns) of the SECOND PART.

Xebia and SGT University shall, hereinafter, be individually referred as “Party” and collectively as Parties.

WHEREAS, Parties have agreed to launch new specializations courses in the field of Computer Science and Engineering as detailed in this Agreement (“**CSE Programs**”) wherein Xebia will act as industry academic partner for SGT to redesign the curriculum for CSE Programs besides providing specific engagement in faculty training and student learning/development etc.;

WHEREAS, SGT shall engage with Xebia as an industry-academic partner and facilitator for curriculum support services as stated in this Agreement.

NOW, THEREFORE, to ensure that the understanding between Parties regarding the above-mentioned industry academic relationship does not create any confusion or misunderstanding, the following items represent points agreed to by the Parties through this Agreement.

1. Basis of the Agreement

- 1.1 Parties acknowledge the need for incorporation of emerging technologies and specializations in the CSE Programs to provide relevant and upgraded industry specific education and knowledge to students pursuing career in computer science engineering.
- 1.2 The objective of this Agreement is to establish a roadmap for the successful execution and rollout of such new specializations under computer science engineering programs. Parties are keen to collaborate in such a way that it shall benefit the students pursuing the CSE programs at SGT.
- 1.3 SGT shall rollout the following full time B.Tech in CSE program (“**Program**”) in collaboration with Xebia: B.Tech CSE with specialization in Data Science.

- 1.4 Program will be delivered from Semester 1 – 7. Course outline will be finalized in the Board Of Studies between Xebia & SGT University Academic body.
- 1.5 Xebia will conduct 50-60 hours of course delivery in each semester by its expert practitioners on the respective subject/ technology. Classes will be conducted as per regular delivery format, with classes occurring weekly or as per the requirement, with 5 hours of classes per subject, per week in offline mode.
- 1.6 Courses will be launched within the framework of this Agreement. However, in case the Parties intend to launch additional programs, including but not limited to short term or online courses in alliance with Xebia with industry specific specialization in CSE Programs the same need to be mutually approved and executed in writing vide an addendum to this Agreement which shall form the part and parcel of this Agreement binding on both the Parties.

2. Xebia's Roles and Responsibilities

The roles and responsibilities of Xebia under this Agreement are described below:

- 2.1 The curriculum and courseware for specific course modules of the abovementioned programs shall be developed by Xebia through designated subject experts and made available to SGT through LMS as described in clause 2.12. Scope of work shall be as per the mutual agreement between the Parties (including the academic and leadership team at SGT).
- 2.2 For batches enrolled from 2024 onwards direct training program by Xebia subject matter experts/trainers shall be conducted. Course delivery to students will be done on fortnightly basis or as per the mutual agreement between both the parties.
- 2.3 Xebia shall ensure that the curriculum including but not limited to the student & faculty handbook is at par current industry standards and encompasses the latest trends, nuances and upgrades in the respective technology or subject. It shall be the responsibility of Xebia to train students with new upgrades in the curriculum before a student appears for the corporate placement program with Xebia
- 2.4 Xebia shall conduct various student engagement activities to increase the hands-on learning experience and build practical skills/knowledge through capstone projects, Ideathon /Hackathons, Tech Talk series, Community interaction ,blog writing etc.
- 2.5 Xebia will be regularly organizing guest lecture and tech talks/master class by the Industry experts for the students enrolled in the program
- 2.6 All students enrolled in the program will be given access to the knowledge repository and knowledge exchange ("XKE") sessions including content owned by Xebia and delivered by its experts on quarterly basis.
- 2.7 Each student who successfully clears the program will be awarded a digital badge/e-certificate to demonstrate his/her knowledge and skills on various social media channels. Xebia corporate partners under the Academic Alliance program will be able to verify the individual credentials through its e-badging system

- 2.8 Both the parties shall designate one Program Manager/Nodal Officer each, as the single point of contact from Xebia and UNIVERSITY under this agreement.
- 2.9 Xebia to promote these programs within the Xebia client and partner network for placement opportunities for UNIVERSITY students pursuing these courses
- 2.10 Xebia will provide art-work, infographics and other marketing and sales collaterals. UNIVERSITY will be required to print all materials as use for any promotion or marketing of Xebia courses.
- 2.11 UNIVERSITY will provide its infrastructure including the computer labs (hardware) to set up dedicated labs for the students to practice and learn. Xebia will support with all tools and software needed for the course delivery. No proprietary software will be provided, and only open-source tools will be used
- 2.12 Xebia shall conduct one in-Campus event per year for SGT students enrolled in Xebia programs. Scope and deliverables shall be agreed with SGT in writing before the conduct of the event but will not be limited to inviting its experts, workshops, awards students and faculty, etc
- 2.13 Xebia shall set up an Innovation Lab Program at SGT UNIVERSITY which will facilitate the students to work on state-of-the-art technologies striving towards achieving the solution to the real time scenarios ("Innovation Lab"). It will aid the invention facet to the students by providing an environment of discovery, and start-up formulation.
- 2.14 The students offered with the Placement in Xebia will serve a bond for a duration of minimum 2 years and will not be eligible to appear for any other placement opportunity once shortlisted and accepted offered by Xebia. SGT will support Xebia in ensuring that students actively pursue career opportunity with Xebia.
- 2.15 Xebia shall provide internship opportunities to the Xebia mentored students (Remote). All students appearing for the Internship will have to meet the eligibility criteria including cut-off scores, attendance, no backlogs, and interview with Xebia technical panel. No students will be unreasonably withheld for job or internship opportunity with Xebia.
- 2.16 Xebia will provide Capstone Projects to students enrolled in the specialization Program in seventh Semester and will be mentored by Industry practitioners.
- 2.17 SGT shall support campus branding and awareness for Xebia by setting-up its computer labs with posters, banners, creatives, Xebia wall, Agile classrooms, Xebia- SGT partnership certificate at the reception, etc. Xebia shall provide all creatives, artwork for the branding, and SGT shall locally produce & develop all branding materials and plan logistics to brand in the campus.
- 2.18 Xebia will host Campus Ambassador (CA) Program every year and will appoint 2-4 CA's every year per specialization for a target audience of upto 60 students per batch. CA program will provide opportunities to students to get industry exposure, while also hone

Registrar
SGT University
Budhera, Gurugram



their leadership and technical skills through various student engagements that come under the program.

- 2.19 Xebia shall offer the curriculum as agreed between the Parties under this Agreement. However, the same shall be offering curriculum only via its Learning Management System (LMS) and no soft copies of study material/content such as PDFs, PPTs, will be provided at any point. If required, Xebia's LMS can be integrated with SGT's LMS but in no case, soft copies of any content or material shall be provided by Xebia in soft copies.

3. SGT 's Responsibilities & Obligations

SGT shall be solely responsible for determining the fees for the said CSE programs, number of students to be enrolled, award of degrees on successful completion of the programs

- 3.1 SGT shall be solely responsible for obtaining all regulatory and infrastructural approvals including but not limited to UGC, AICTE etc (if required).
- 3.2 SGT to provide the detailed academic session plans to Xebia at least 8 weeks prior to start of the academic session for the respective programs as per clause 1.3 of this agreement.
- 3.3 SGT to promote & develop marketing collaterals and enroll the students under the programs.
- 3.4 SGT to share the student enrollment along with their email IDs and any other relevant information with Xebia within 30 days of the start of the session.
- 3.5 SGT to award degrees to students upon successful completion of the program.”. During the convocation, Xebia may award certificates to students for completion of respective specialization programs.
- 3.6 SGT to nominate Designated Project Coordinator as a single point of contact with Xebia.
- 3.7 SGT to provide quarterly feedback to Xebia on curriculum improvement based on feedback from faculty and students.
- 3.8 SGT to publish approved curriculum as part of SGT programs to be launched in industry-academic collaboration with Xebia.
- 3.9 In the event of any workshop or events organized, SGT will take care of all boarding & lodging aspects such as stay, food, commute etc. for any of the visiting Xebia team, faculty and industry SMEs at SGT campus. The stay should be in a comfortable, decently furnished guest house or hotel near SGT campus. All local transport of the visiting Xebia faculty and SMEs will be borne by SGT.
- 3.10 SGT shall be responsible for protecting the Xebia copyright for the content made available through LMS as a part of this Agreement.

4. Program Administration Process

- 4.1 **Joint Coordination Committee:** To coordinate the execution of the activities agreed under this Agreement, SGT and Xebia shall constitute a Joint Co-ordination Committee (hereinafter referred to as “JCC”) whose members and roles will be as listed under Clause 4.2.
- 4.2 **JCC** shall consist of The Registrar or Dean Academics of SGT or his nominee as the Chairperson; two representatives from each party as members, a Project Coordinator from SGT who shall also be the Convener of the Committee. Convener of the committee may recommend changes in the membership from time to time in consultation with the nominating parties and the same shall be approved by the Vice Chancellor, SGT or his nominee .
- 4.3 The **JCC** meeting shall have due representation from both SGT and Xebia, to take decisions related to this Agreement and the services under the scope of this Agreement.
- 4.4 The **JCC** shall make recommendations on program curriculum, content and its delivery, for approval by the Vice Chancellor, SGT or his nominee through the Academic Council of the SGT.
- 4.5 The **JCC** shall monitor and review the activities under this Agreement and recommend such actions or decisions with respect to any aspect regarding this Agreement for the purpose of removing any impediment, promoting the programs arising from this Agreement, approving the content and recommending changes therein.

5. Deployment of Human Resources

- 5.1 SGT shall provide considerable academic support and sales/marketing resources to market and administer the programs offered under this Agreement.
- 5.2 Xebia will support SGT during its admission and counselling sessions exclusively for the programs mentioned herein this Agreement.
- 5.3 Xebia shall provide adequate number of Xebia’s internal and industry experts for curriculum development/update and interaction with students/faculty, program support and administration.

6. Commercial Terms

- 6.1 SGT shall pay such fees to Xebia as agreed between the parties in **Annexure-1**.
- 6.2 The commercials offered in Annexure-1 are exclusive for the academic year 2024-25 intake and applicable for the entire term of the program. All subsequent batches will be charged as per clause 6.3 below.
- 6.3 The fee shall be payable for net enrollments in a semester (after withdrawals and will be paid post the conclusion of the admission procedure and before the commencement of each semester (i.e., 15th Aug and 15th Jan). Per student fee shall not be delayed more than 30 Days post commencement of the session. In case of non-payment of dues, Xebia has the


Registrar
SGT University
Budhera, Gurugram





right to terminate the agreement after giving a 15 days written notice to SGT and SGT fails to make the payment even after the receipt of notice. SGT shall be liable to pay Xebia in event of termination for all the services provided under the scope of service on pro rata basis post the termination of the Agreement. In case of an increase in commercials under this agreement, the same would be applicable only for new admissions and existing students would continue at respective commercial.

- 6.4 LMS Access will be given only to the students who are confirmed and accounted for billing. Any student not counted in the billing will not be eligible for any services under this agreement. SGT to ensure that the correct information and student data is shared with Xebia.
- 6.5 Students who withdraw from the program will be removed from the billing provided the notification is sent before the start of the semester. Any notification sent post commencement of semester will be charged 100% of the per student per semester fees.
- 6.6 Per student per semester fees doesn't include any applicable taxes such as GST etc. If any authority imposes under this Agreement a duty, tax, levy, or fee, excluding those based on Xebia's net income, then SGT agrees to pay that amount as specified in an invoice, unless SGT supplies exemption documentation.
- 6.7 SGT shall deduct applicable taxes under the extant provisions of the Income Tax Act, 1961 ("the Act") in respect of the payments due to Xebia and remit such Taxes Deducted at Source ("TDS") to the credit of the Government Account, file quarterly TDS returns under the provisions of the Act or such other law in force, furnish TDS certificates and comply with any other requirement connected thereto as required under the provisions of the Act. Further, SGT shall ensure that the Permanent Account Number ("PAN") and GST details of Xebia are quoted correctly in such quarterly TDS returns or any other document where the PAN and GST of Xebia are required to be mentioned.

7. Term and Termination

- 7.1 This Agreement shall be initially valid from the Effective Date for period of minimum **5 academic year intakes ending on 30th June 2029**. Any revision to any clause under this Agreement shall be made only at the beginning of subsequent academic year and as per mutual agreement between Parties. Terms for renewal, if any, of this Agreement post 30th June 2029 shall be mutually discussed & agreed upon by 30th Jan 2029. In case the agreement is not renewed, students admitted till expiry of the agreement will be taught out till the conclusion of their programs at prevailing rates per student per semester.
- 7.2 If at any time any party wishes to withdraw from this Agreement, it may do so with or without any cause by providing the other party with a three (3) months prior notice, provided that a minimum of 2 academic years intake are completed. This intention to terminate this agreement must be provided in writing. Notwithstanding such termination, all students admitted to these programs prior to such termination shall be taught out by both Parties wherein each party would be bound to provide its services as enumerated in

this Agreement. Xebia will continue to be paid for the services rendered to such students even after the notice of termination is provided.

7.3 .

8. Confidentiality

8.1 The existence and substance of this Agreement and the provision of services contemplated hereby shall be kept confidential and shall not be disclosed to any party hereto to any third party without the prior written consent of the other party hereto unless such disclosure is necessitated by due process of law. In all cases where disclosures are necessitated by law, the other party shall be kept duly informed of the same.

8.2 Our mutual objective under this Agreement is to provide protection for confidential information (Information) while maintaining our ability to conduct our respective business activities. Each of us agrees that the following terms apply when one of us (Discloser) discloses Information to the other (Recipient).

8.3 **Disclosure:** Information shall be disclosed either:

- a) In writing;
- b) By delivery of items;
- c) By initiation of access to Information, such as may be in a data base; or
- d) By oral or visual presentation.

8.4 **Obligations:** The Recipient agrees to:

- a) Use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and
- b) Use the Discloser's Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser:
- c) The Recipient may disclose Information to its employees who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of voting shares; and
- d) Any other party with the Discloser's prior written consent.
- e) Before disclosure to any of the above parties, the Recipient shall have a written agreement with the party sufficient to require that party to treat Information in accordance with this Agreement.
- f) The Recipient may disclose Information to the extent required by law. However, the Recipient shall give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.

8.5 Confidentiality Period: Information under this Agreement cannot be disclosed by either party during the tenure of this agreement and five (5) years after the termination of this Agreement.

8.6 Exceptions to Obligations: The Recipient may disclose, publish, disseminate, and use Information that is:

- a) Already in its possession without obligation of confidentiality;
- b) Developed independently;
- c) Obtained from a source other than the Discloser without obligation of confidentiality;
- d) Publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or
- e) Disclosed by the Discloser to another without obligation of confidentiality

8.7 The Recipient may use in its business activities the ideas, concepts and know-how contained in the Discloser's Information which are retained in the memories of Recipient's employees who have had access to the Information under this Agreement.

8.8 The Discloser shall not be liable for any damages arising out of the use of Information disclosed under this Agreement. Neither this Agreement nor any disclosure of Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Discloser.

8.9 The receipt of Information under this Agreement shall not in any way limit the Recipient from:

- a) Providing to other products or services which may be competitive with products or services of the Discloser;
- b) Providing products or services to others who compete with the Discloser; or
- c) Assigning its employees in any way it may choose.
- d) The Recipient shall:
 - Comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations, and
 - Unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to this Agreement (including direct products of such technical information or software) to any prohibited destination or country (including release to nationals, wherever they may be located, of any prohibited country) as specified in such applicable export regulations. This paragraph shall survive the termination or expiration of this Agreement and the confidentiality period above and shall remain in effect for one year after the termination of Agreement.

9 Limitation of Liability

9.1 The SGT shall indemnify Xebia against any and all third-party claims, demands, damage, expenses (including reasonable legal fees) arising out of or in connection with

this Agreement to the extent caused by any proven willful misconduct of its employees, Sub-contractors or agents during the provision of Services.

- 9.2 Xebia hereby undertakes and agrees to defend, indemnify and keep and hold the SGT indemnified and harmless from and against all claims, proceedings, damages, losses, actions, costs and expenses arising as a consequence of or out of this MOU or arising from any breach of terms and conditions of this Agreement including any third party claims for infringement of intellectual property rights, provided that such claims are directly attributable to any act or omission of Xebia.
- 9.3 No exclusion or limitation of Xebia's liability will apply to any liability for breach or application of applicable law, death, bodily injury or damage to property by Xebia.
- 9.4 The maximum aggregate liability of Xebia under the scope of this Agreement, whether arising under contract, tort, under an indemnity, under statute or any other legal theory, will not exceed the value of any unpaid amounts under the said Agreement.
- 9.5 In the event of any breach of the terms of this Agreement, which is capable of rectification, by either party hereto, such other party shall be entitled to call upon the party to rectify such breach within Thirty days from the date of the notice, failing which the breach shall be deemed to be a material breach, and shall entitle such other party to terminate this Agreement for material breach.
- 9.6 A breach of any of the provisions contained in this Agreement may result in irreparable and continuing damage to either Party for which there may be no adequate remedy at law, and said Party shall be entitled to equitable or injunctive relief and/or a decree for specific performance (in addition to all other remedies which may be available to it at law), and such other relief as a court may deem just and proper.

10. Representation and Warranties

- 10.1 Mutual: Each Party represents to the other Party that (a) it is duly incorporated or established under the laws of its jurisdiction and has all requisite power and authority to own and operate its functions, (b) it has not suffered an Insolvency Event, (c) it has the full legal capacity and power to enter into, exercise its rights under and perform its obligations under this Agreement, and the execution, delivery and performance of this Agreement has been authorized by all necessary corporate and organizational actions, and (d) it has duly executed this Agreement, which forms a legal, valid and binding obligation, enforceable in accordance with its terms.
- 10.2 Xebia represents that (a) it is not subject to any obligation that may prevent it from entering into this Agreement, (b) no claim or action against Xebia is threatened or pending before any arbitrator or Government Authority, and no order, judgment, injunction, award, or settlement has been issued, pending or outstanding, relating to Xebia entering into or performing its obligations under this Agreement, (c) Xebia owns, or has all necessary rights in, all IPRs in the Deliverables, free of all liens, and SGT will not, at any time, require any additional license or consent from third parties for use of the Deliverables, and (d) no actual or threatened claim or action exists against Xebia

alleging infringement of third party IPRs in relation to the Deliverables such that it will restrict or prohibit (i) SGT's use of the Deliverables or (ii) performance of Xebia's obligations under this Agreement.

10.3 Deliverable's warranty: Xebia warrants that-

- a. It will ensure that its Representatives, perform the obligations and provide the Deliverables in accordance with this Agreement and Good Industry Practices.
- b. the Deliverables will materially conform to the agreed specifications at all times.
- c. Products comprised in the Deliverables shall be free from defects in materials and workmanship.

11. Indemnification

11.1 Without prejudice to Xebia 's right to be indemnified contained elsewhere in this Agreement, if:

- a. a Government Authority imposes fines or penalties, or otherwise if any claim is made against Xebia, due to SGT's failure to, (i) comply with Applicable Laws, or (ii) procure, maintain and comply with applicable clearances;
- b. any claim is made against Xebia due to bodily injury, death or damage to property caused at SGT premises;
- c. any claim is made against Xebia by a third party showing that the infringe the IPRs of such third party; breach of representation, warranties or obligations of SGT or in case of any fraud, wilful misconduct and gross negligence by SGT;
- d. any claim is made against Xebia by a Government Authority for taxes and corresponding interest and penalties in respect of taxes payable by SGT;
- e. Xebia suffers any tax related losses due to non-compliance of any provision of this Agreement.

In any such event(s) SGT shall defend, indemnify and hold harmless Xebia, its authorized affiliates and their representatives against such claim, loss, expenses, damages, or liabilities suffered or incurred by the Xebia, at SGT's expense, and will pay all damages that a court awards or any settlement amount and the reasonable costs (including attorney's fees).

12 Publicity

Both Party agrees and allow other Party to use its trademarks, trade names, services marks or other proprietary marks under this Agreement with due permission (electronic or printed) for any advertising, press releases, publicity or marketing collaterals with the prior consent of other Party during the tenure of this Agreement.

13 Governing Law & Arbitration

13.1 This Agreement shall be governed by and construed in accordance with the laws of India, without prejudice to its conflict of laws provision. Any or all disputes arising out of this

Registrar
SGT University
Budhera, Gurugram

[Handwritten signature]



MoU shall be subject to the exclusive jurisdiction of the competent Court of New Delhi, India

- 13.2 Except for seeking injunction from the court of competent jurisdiction, every dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall be referred to a sole arbitrator to be appointed by a mutual agreement between the parties and if failing to agree to appoint such mutually acceptable arbitrator, to two arbitrators one to be appointed by each party to the difference and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference and the decision of the arbitrator (or such arbitrators, or umpire as the case may be) shall be final and binding on the parties. The seat of arbitration shall be New Delhi.

14 Intellectual Property Rights

Xebia retains all intellectual property rights and interest in all the materials and courseware of the CSE Programs or any other material shared with SGT using any method, including but not limited to materials shared using LMS ("**Materials**"). In the event any Material is provided to SGT, it shall be treated as confidential and proprietary information and shall not be disclosed to any third party without express written consent of Xebia. SGT shall not sell, license, sublicense or otherwise make the Materials available to third parties for any reason, and will not reproduce, alter, or create derivative works from such Materials. Xebia shall retain and grant no right to the SGT in all title to and interests in any intellectual property rights owned by Xebia at the Effective Date.

15 General

- 15.1 This Agreement supersedes all prior proposals and discussions on this subject and is the complete and exclusive statement of the agreement between the parties. This Agreement cannot be modified except by a written agreement signed by the authorized representative of each of the SGT and Xebia. Any reproduction of this Agreement by reliable means shall be considered an original of this document.
- 15.2 Each party shall be responsible for its own expenses in connection with these discussions.
- 15.3 Each Party shall act as an independent contractor. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Neither Party may make any commitments binding on the other, nor may either Party make any representation that they are acting for, or on behalf of, the other.
- 15.4 Neither of the parties may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent of the other party. Any attempt to do so is void.
- 15.5 **Notice:** Any notice herein may be given if sent by hand delivery and written acknowledgement obtained thereof or by Registered A.D. to the afore-mentioned Program Manager/Nodal Officer of parties at their respective addresses / E-Mail Ids

mentioned herein below and shall if so sent be deemed to be duly delivered. The parties agree to notify in writing any change of address in which case the notice under this clause shall be sent at the changed address;

Program Manager/Nodal Officer for University:

Name:

Designation: *Dean*

Address: *FEAT, SGT UNIVERSITY*

Email: *dean.feat@sgtuniversity.org*

Program Manager/Nodal Officer for Xebia:

Name: Brijesh Kohli

Designation: Vice President

Address: Xebia Capital Cyberscape, 4th Floor, Sector-59, Golf Course Extension Road Gurugram, Haryana 122102

Email: brijesh.kohli@xebia.com
universityrelations@xebia.com

16. Non-Solicitation

During the term of this Agreement and for a period of one year after the termination of this Agreement, Both Parties shall not, without the prior written consent of the other Party, either directly or indirectly solicit or attempt to solicit, divert or hire away any person including and not limited to faculty members, industry experts, SME/staff etc. employed by the other Party.

IN WITNESS whereof, the Parties have put their signatures hereunder in the presence of the witnesses as on the date first written hereinabove.

<p>For SGT University</p> <p>Reg: sirar SGT University Budhera, Gurugram</p> <p>Name: Dr. Joginder Yadav _____</p> <p>Designation: Registrar</p>	<p>For Xebia IT Architect India Private Limited</p> <p><i>Y. L. R.</i></p> <p>Name: Madhur Arya</p> <p>Designation: C.O.O</p>
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Brijesh Kohli
16/05/2024



ANNEXURE – I

Commercials for SGT (from 2024 intake)

Item (Proposed Courses)	Number of learners	Price (in INR)	Inclusions
B. Tech CSE with Specialization in Data Science		11000+GST per student per semester	<p>Xebia shall follow a direct classroom delivery model</p> <p>Maximum hours of delivery (per subject per semester): Xebia will conduct 50-60 hours of course delivery in each semester by its expert practitioners on the respective subject/ technology. Classes will be conducted as per regular delivery format, with classes occurring weekly or as per the requirement, with 5 hours of classes per subject, per week in offline mode.</p> <p>For B.Tech specializations Xebia shall be delivering from semester 1 to semester 7.</p> <p>Not more than one course (Theory plus lab) shall be conducted in each semester</p> <p>Xebia would be offering projects and project mentorship to all students enrolled in Xebia courses offered under this engagement.</p>


Registrar
SGT University
Budhera, Gurugram





Deliverables			
Item	No. of Learners	Terms and Conditions	Inclusions
Students' assessment & Evaluation	At Actuals	<p>Xebia's trainer will be responsible for students' assessment and evaluation.</p> <p>Xebia will support SGT with regards to Assessment questions, Mocktest, assessment criteria, and other evaluations support required.</p>	<p>Students will be assessed as per the university norms and UGC guidelines by the university.</p> <p>Xebia will assist the University in student assessment and program evaluation. The University will conduct examination process either online or offline and Question papers for theory and labs will be provided by Xebia for the respective course.</p> <p>Both Xebia and the University will agree on the practical assessments including capstone project and other evaluation criteria.</p>


Registrar
 SGT University
 Budhera, Gurugram



12

Program Management & Course Coordination	Up to 60 students Per batch	<p>Xebia will assign a program manager to support the program delivery and provide academic support to both students and faculty. Xebia's program manager will act as bridge between the university faculty and technical experts.</p> <p>The program manager will be supported by an extremely experienced team of Education management professionals who will assist in the ongoing maintenance of the SGT program</p>	<p>Program manager will be assigned for a target group of 60 students in each batch.</p> <p>This role will be based on Xebia offices and will be travelling to SGT University on a regular basis. Frequency of visits can be increased or decreased depending on the program flow and associated requirements.</p> <p>Program manager will liaison between students, faculty, and technical experts from Xebia for effective program execution and will be driving various student engagement related activities.</p> <p>Program manager will also be supporting in students' assessment as per the evaluation criteria set up by the technical experts from Xebia.</p> <p>SGT University will be providing boarding, lodging and local travel of the program manager.</p>
Online Labs and Infrastructure	At Actuals	Included in Per Student Fee	<p>SGT University will provide its infrastructure including computer labs (hardware) and cloud access to each student for practicing labs and hands on learning.</p> <p>Xebia will support with all tools and software needed for the course delivery. No proprietary software will be used for the delivery of course, and only open-source tools will be used for the program delivery.</p>
Student Course material	1	Included in Per Student Fee	Each student will be provided with E-Books
Instructor Training material	1	Included in Per Student Fee	Instructor handbook will be provided in e-book format.

Learning Management System	At Actuals	Included in the student Fee	Each student will be provided access to the LMS which shall host e-book, projects, internship, job opportunities, etc.
Internship and Placement	As per learners	Included in the Student Fee	Students meeting certain entry criteria will be eligible to apply for remote internship opportunities with Xebia. Each student will be aided with relevant job opportunities with the IT Enterprises across India who are member firm with Xebia Academic Alliance Program

PRICING NOTES

- Standard Courseware for each semester includes the following -
 - Student Course e-book(s)
 - Student Lab Guide(s),
 - Instructor slide deck
 - Instructor handbook
 - Mock Test MCQs
- Student course material will be available in e-book format through LMS only. Any unauthorized copies printed or reprinted will constitute breach of IP ownership rights of Xebia.
- Each student will be provided access to the LMS which include the below features
 - Student Dashboard – Performance and Analytics
 - My Course Section – E-books, Reference Materials, etc
 - My Projects – Open Projects
 - Internship and Job Opportunities
 - Student Mentorship
- Instructor slide deck is provided as a standard tool. Faculty members are free to use their own material in addition to the standard decks & reference material.
- All costs pertaining to local accommodation, food, airfare and airport transfers pertaining to courses delivery by Xebia trainers or other staff involved in supporting the delivery will be arranged by SGT. SGT will provide accommodation in its guest house or outside for an outstation trainer.
- Any taxes or levies chargeable on the above commercial offer will be extra and borne by the SGT. An 18% GST is applicable on all services offered by Xebia.

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