

221

Agreement Award



**Indian-Non Judicial Stamp
Haryana Government**



Date : 22/10/2024

Certificate No. G0V2024J3318



Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 122411037



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Shree Guru gobind singh Tricentenary university
H.No/Floor : Na Sector/Ward : Na LandMark : Na
City/Village : Budhera District : Gurugram State : Haryana
Phone: 85*****59



Buyer / Second Party Detail

Name : Focalyt a skill tech brand of Focal skill Development pvt ltd
H.No/Floor : Scf3/4/sf Sector/Ward : Na LandMark : Shiva complex
City/Village: Zirakpur District : Mohali State : Punjab
Phone : 85*****59

Purpose : Agreement

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

AGREEMENT


This Agreement (hereinafter referred to as "Agreement") is executed on this
Day of ..October.., 2024

BETWEEN

Shree Guru Gobind Singh Tricentenary University an educational institute located at Budhera, Gurugram-Badli Road, Gurugram hereinafter referred as "INSTITUTE PARTNER" (which expression shall, unless repugnant to the context or meaning thereof, include its associates, affiliates, and legal assigns and successors) of the **ONE PART**

AND

FOCALYT (A skill Tech brand of Focal Skill Development Pvt. Ltd) a company having its corporate office at SCF 3-4, Second Floor, Shiva Complex, Zirakpur, Mohali (hereinafter referred to as "Focal Skill" as "SKILL PARTNER" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the


Registrar
SGT University
Budhera, Gurugram



OTHER PART

Institute Partner, and Skill Partner are also referred to individually as 'Party' and collectively as 'Parties'

WHEREAS

- (1) Shree Guru Gobind Singh Tricentenary University has established itself as a high-quality education provider with prime focus on holistic learning and imbining 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.
- (2) Focalyt is a Skill Development company with the objective of introducing a professional and systematic approach of skill development. Focalyt provides skill development solutions for trainees for development of employability skills and improve job readiness of students.

NOW THEREFORE IT HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. PURPOSE

The purpose of this Agreement is to implement skill development programs under Initiative of Skill Hub of NSDC, Govt of India.

2. RESPONSIBILITIES OF THE PARTIES:

2.1 Institutional Partner shall be responsible (Own Institute/Network of Institute):

- a) Classroom
- b) IT Lab of the proposed skill program.
- c) Lab space
- d) Computer lab and internet facility as per the guidelines
- e) Provide working projector and computer for training purposes
- f) Utilities like washrooms, electricity, water etc.
- g) Internal Branding: Charts/flex displaying the program name, contents, topics and diagrams.
- h) External Branding: Flex as per project guidelines and requirements.
- i) Aadhar Based Biometric Machine as per project specification.
- j) Mobilization of trainees as per the skill program requirements.

Registrar
SGT University
Budhera, Gurugram

Partner

- k) Provide MIS of students in the prescribed format.
- l) Provide required documentation of mobilized candidates.
- m) Provide Assistant trainer for each batch (Existing Teacher, preferably Computer teacher).
- n) Support Focalyt to identify Trainer from local areas.
- o) Ensure above 85% Attendance of all the trainees.
- p) Any other support required by Focalyt for identification and /or acquisition and /or implementation of Business as per agreed terms
- q) Stay arrangement for Domain trainer at Hostel of Campus.
- r) Opening of an Escrow Account between the Institute Partner and the Skill Partner for Skill Hub Project Payouts.

2.2 Skill Partner Shall be responsible for:

- (a) Skill Partner will bring Industry partner. Skill Partner shall inform about the Industry Partner to the Institutional Partner before bringing them for implementing skill development programs .
- (b) Coordination with Industry partner for smooth implement of responsibilities.
- (c) Identify and introduce skill development programs as per the industry requirements and skill gap studies conducted by NSDC/industry associations etc.
- (d) Provide faculty for training support.
- (e) Training Delivery.
- (f) Coordinate with Sector Skill Councils/Govt. Agencies for Training of Trainers to enable certified and experienced faculty to be deployed for training.
- (g) Coordinate with Govt Agencies for Invoicing and Collection.
- (h) Portal Management.
- (i) Support Institutional Partner with regular quality and domain inputs.
- (j) Overall supervision / administration of the Training Programs.
- (k) Monitoring the program and its continual improvement.
- (l) Coordinating for Assessment of Trainees. Pass out trainees are trainees who clears final assessments conducted by Sector Skill Council/Govt. Agencies
- (m) Coordinate for proper assessment.
- (n) Certification of pass out trainees from the respective affiliating agencies/Sector Skill Council/Govt. Agencies
- (o) Develop necessary linkages and associations for improvement of training quality, program outcomes and introduction of new programs to meet global competitiveness and standards.

2.3 Industry Partner Shall be responsible for (applicable for Futuristic Job Roles):

Industry Partner shall be introduced by the Skill Partner to carry out the following:

- a. Domain Lab equipment and Lab Kits as per project requirement wherever required.
- b. Provide Training content, modules, other resource material for the identified Training Programs.
- c. Introducing domain expertise, technical know-how and industry experts in skill programs
- d. Introduce requisite partnerships with other industry partners for domain expertise, technical know-how and industry supported skill programs.
- e. Conducting/facilitating Training of Trainers for the identified programs.
- f. Deploying Master trainers and Subject Matter experts.
- g. Support Skill Partner for Identifications of faculty for training

3. INTELLECTUAL PROPERTY RIGHTS:

Both the parties disclaim any right to or interest in each other's trademark/s and copyrights relating to the methods, the programs, courseware, operation manuals, information, material and services made available by each other hereunder and the goodwill derived there from and further agrees not to divulge or disclose information, procedures, technical and other information and programs made available by either Party confidential or proprietary to either Party.

4. EXCLUSIVENESS:

1. Institutional Partner will exclusively work for the agreed skill development sectors and programs with the Skill Development Agency to avoid any conflict of interest as well as to encourage brand building and long term continued business

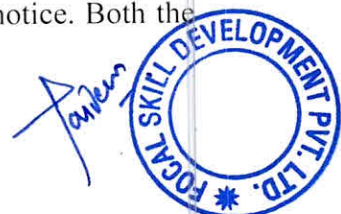
5. CONFIDENTIALITY:

- (a) Parties to the AGREEMENT have expressly agreed to hold the entire information and documents related to this program as strictly confidential. Each Party, shall, upon request of the other Party, return all materials, details, documents and records in possession of the Party at the time of termination of this AGREEMENT that were provided by the other Party and shall destroy all the related materials and softcopies/electronic devices etc. and shall furnish a declaration to that effect.
- (b) The confidentiality obligations of this AGREEMENT shall remain in effect for 2 years after the termination or expiration of this AGREEMENT.

6. MODIFICATION:

- 6.1 This Agreement may be modified, through a written document signed by duly authorized representatives of both Parties.
- 6.2 Either Party can withdraw from the agreement with 30 days' notice. Both the

Registrar
SGT University
Budhera, Gurugram



parties shall continue their activities during the above notice period in such a manner, which shall not prejudicially affect the interest of either party and complete a hand over activities in a mutually agreed manner

7. DISPUTE RESOLUTION:

- 7.1 Any and all differences and disputes whatsoever arising between the Parties concerning the interpretation or implementation of this Agreement or in relation to the subject matter contained in this Agreement shall, in the first instance, be resolved mutually between the Parties and in the event of non-resolution, the matter shall be referred to arbitration.
- 7.2 Arbitration proceedings shall be held in Panipat in accordance with the Arbitration and Conciliation Act, 1996 and procedures established for the purposes of regulating and determining matters relating to or arising from arbitration
- 7.3 This Agreement shall be governed according to the Indian laws and each Party shall submit to the jurisdiction of the Courts at Gurgaon, Haryana, India.

8. TERM:

The Agreement shall be valid unless terminated as provided under this clause.

Either Party may terminate this Agreement upon 30 calendar days' notice in writing. However, obligations and commitments already contracted for and involving their parties shall be honoured and continued by both parties until such commitments are completed.

9. Revenue Sharing

Revenue sharing is attached as **Annexure I**

10. RELATIONSHIP

The status of the parties under this MOU shall be that of independent contractors. No party shall be authorized to waive any right or assume or create any contract or obligation of any kind in the name of, or on behalf of, the other or to make any statement that it has the authority to do so. Nothing in this MOU shall be construed as establishing a partnership, joint venture, agency, employment or other similar relationship between the parties hereto.




11. LIMITATION OF LIABILITY

For the purposes of this MOU encompassing specific programs between the parties it is understood and agreed that neither party shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This MoU shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party to the other or to a third party.




Registrar
SGT University
Budhera, Gurugram



IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR
RESPECTIVE HANDS ON THE DAY MONTH & YEAR FIRST ABOVE WRITTEN

For SGT University	For Focalyt
 Registrar SGT University Budhera, Gurugram	 
Name of officer: Dr. Joginder Yadav	Name of Officer: Mr. Parveen Bansal
Designation: Registrar	Designation: CEO
Address: Shree Guru Gobind Singh Tricentenary University, Budhera, Gurugram-Badli Road, Gurugram (Haryana)-122505	Address: SCF, SCF 3,4, 2 nd floor, Shiv Complex, Patiala Rd. Zirakpur, Punjab- 1460603

Witnesses:

1.  Dr. Suman Vist
2.  Suman Mishra

Annexure 1: Financials

S.No	Party	Sharing
1.	Institute Partner	40%
2.	Skill Partner (Include Industry Partner Share)	60%

1. All payments above are per successful/pass out trainee.
2. The above payment is inclusive of all taxes and subject to TDS deductions as applicable
3. The center will start training only after registration of candidates on scheme portal (online)
4. Only candidates with aadhar card will be registered.
5. SGT University will transfer Focalyt's payment share inclusive of industry partner share within 2-7 days of receiving payment from the Government of India (GOI)