

CONTRACT AGREEMENT

THIS AGREEMENT HAS BEEN EXECUTED ON THE 23rd DAY OF April 2021 BETWEEN

M/s. Geethanjali College of Engineering & Technology, having its campus at Cheeryal (V), Keesara(M), Medchal District, Telangana – 501301, hereinafter referred to as “College” or “GCET” and includes its successors and assigns.

AND

M/s. SmartBridge Educational Services Pvt. Ltd. having its corporate office at Plot No. 132, 2nd Floor, Above DCB Bank, HMT Nagar, Nacharam, Hyderabad, Telangana – 500076 hereinafter referred to as “Company” which expression shall unless it be repugnant to the context or meaning hereof be deemed to mean and include its successors and assigns.

Both GCET and Company are individually referred to as a “Party” and jointly as “Parties”.





WHEREAS

- A. Company is an EdTech company which offers outcome based experiential learning programs on emerging technologies for building skills for students bringing academia (faculty), technology partners and students together through internship programs (technology bootcamps, hands-on training programs etc.) for students by partnering with institutions.
- B. Company also represents that it has necessary skills, technology infrastructure and partner engagement with leading technology industry partners (viz. IBM and Blue Prism through training and certification among other partners) that offer Externship Programs (defined later), through experiential learning to Students which provide them direct experience through which students can use analytical skills and apply new ideas from their experience in their classroom learning. These experiential learning includes externships, learning and upskill and provides practicum opportunities to the Students.
- C. GCET based on the aforesaid representations of the Company, has expressed its interest as an institution to avail externship services for the GCET students.
- D. The Parties now wish to collaborate with each other, to equip Students of GCET, with skills through externship projects in leading technology areas offered by industry partnerships facilitated by the Company, as per the terms and conditions mentioned herein.


PRINCIPAL
Geethanjali College of Engg. and Tech.
Cheeryal (V), Keesara (M), Medchal Dist.(T.S.)-501 301

SmartBridge Educational Services Pvt. Ltd.

Plot No 132, Above DCB Bank , 2nd Floor, Bapuji Nagar, Habsiguda, Nacharam Main Road, Hyd - 500076.

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NOW, THEREFORE, in consideration of the foregoing, benefits and covenant contained herein and for other good and valuable considerations, the Parties, intending to be legally bound, hereby agree as follows:

In this Agreement, all capitalized words and expressions defined shall have the meaning ascribed to them as set out below:

1. SCOPE OF WORK:

Both the Parties are desirous to collaborate with each other to enable externship programs for the Students of GCET to build practical skills through Hands-on Projects as per terms and conditions of this Agreement and detailed scope of respective Externship Program as, referred under Annexure-1 to this Agreement.

This relationship between the Parties shall be on non-exclusive basis and either Party shall be free to explore similar relationship with other third parties.

Company agrees to offer Externship Programs to the Students through Company's partnerships with leading industry partners as mutually agreed to between the Parties, from time to time.

2. ROLES & RESPONSIBILITIES OF THE PARTIES:

2.1 COMPANY'S ROLE & RESPONSIBILITIES:

The Company agrees that it shall provide the following to each of the Students (collectively "Services")

- a. To create customized project workspace on the Smartinternz Platform ("Platform")
- b. Provide uninterrupted user access to the Students on the Platform
- c. Identify and designate a single point of contact ("Company SPOC") with whom the GCET SPOC or Students can directly interact for the purposes of understanding any difficulties during the Externship Program. The Company SPOC shall conduct an orientation to the Students on usage of the Platform and all work activities planned, resolving all types of queries of the Students relating to the objectives and completion of the Externship Program.

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- d. To provide Externship Program to the interested Students, that ensures meaningful experiential working experience to each Student intern, covering
- i. Provide access to online training materials on the relevant subject domain, approved by the industry required for the Students before they are assigned on Hands-on Project
 - ii. Assign adequate number of mentors to the Students during their course of Externship Program to enable suitable projects are identified to be carried out by the Students
 - iii. As part of the industry Partner collaboration enrolling Students to IBM Academic Initiative / Blue Prism University
- e. Ensure review of the Hands-on-Project deliverables of Students assigned to respective mentors designated by Company
- f. Ensure review of the project documentation and approve the same
- g. e-Certificate generation and distribution to Students upon completion of the Externship Program
- h. Generating interim & final reports of the Externship Program

Shall maintain a high level of satisfaction with GCET and its Students in respect of Externship Programs offered, in terms of high-quality training materials, hands-on project with Industry Partners, standards of experiential exposure with adequate mentorship and guidance required from time to time

2.2 GCET'S ROLE & RESPONSIBILITIES

GCET agrees and shall do the following

- a. To assign a Single Point of Contact / faculty member to interact directly for the engagement and interactions with the Company
- b. To identify the Students with interest and abilities to pursue Externship Program as optional basis in addition to / as part of the academic curriculum of GCET.
- c. Confirm the Externship Program training calendar for a batch of Students at any time during an academic cycle







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- d. To assign qualified Students with career interests in one or more domain offered under the Externship Programs
- e. To designate a SPOC to Coordination with students for and conduct orientation of Students for Externship Programs and prepare them for experiential learning
- f. To designate a SPOC to monitor the progression at each stage of the Externship Program for the Students and collect necessary feedback.

3. COMMERCIALS & PAYMENT TERMS:

- a. In consideration of the Services provided by the Company as set forth hereunder and more specifically outlined in the Annexure-I hereto to the satisfaction of GCET, GCET agrees to pay for each registered Student an amount equivalent to **INR 4,000/-** (Four thousand Indian rupees) for the Services under this Agreement, plus all applicable goods and services taxes ("Service Fees"). The Service Fees include all costs, charges, (including any third-party tools or hardware, software) and expenses incurred by Company for providing the Externship Program.
- b. The GCET will pay Service Fees for Services rendered and within (15) days from date of receipt of Company's invoices. The invoices can be original signed hard copy or a scanned digitally signed soft copy (sent over an email from only the designated email ID of the Company)
- c. The payment of service fee shall be completed as per mutually agreed payment schedule as below
 - a. 75% of total contract amount upon the completion of 40 Hrs. Training & the guided project activity
 - b. 25% of total contract amount upon the completion of mini project activity by the students

4. REPRESENTATIONS AND WARRANTIES

4.1 The Company represents and warrants that





- a. It has the right, power, and authority to enter into and perform all its obligations under this Agreement.
- b. It will perform the Services using reasonable care and skill in all material respects.



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- c. It has valid and subsisting agreements with Industry Partners, and legally authorized licenses to offer the training materials on the Platform or to the Industry Partner software tools and technologies without any restrictions, whatsoever till the completion of the Externship Programs, by the Students.
- d. It will maintain proper and accurate records relating to the conduct of the Services, and shall at the request of GCET, provide to them, access to these records and copies to the extent necessary for audit purposes;
- e. The Platform and the software contained therein shall not distribute or transmit any virus, malicious code, or program of any nature during the delivery of the Services, that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or ethnically offensive, facilitate illegal activity, promotes unlawful violence, discriminatory based on race, gender, colour, religious belief, in any manner hinder GCET's and its Students ability to avail the Services
- f. It does not violate and/or infringe any third-party rights of GCET and/or any person or entity in any way (including without limitation any intellectual property rights, privacy rights)
- g. The Services and the hand-on-projects offered shall at all times comply with all applicable laws, rules and regulations in force

5. GENERAL TERMS & CONDITIONS:

- a. Students with successful project submissions only will receive the certificates
- b. Entire program will be organized remotely via Zoom Meetings.
- c. Students must complete the e-learning courses assigned to them
- d. Students must register in prior for the technical bootcamps as per the schedule.
- e. Students must complete the projects assigned to them without fail.
- f. Only e-certificates will be provided
- g. The payments are non-refundable

6. TERMS OF AGREEMENT:

This Agreement will commence on the Effective Date and will continue for a period of twelve (12) months unless terminated as provided hereto. The Agreement may be reviewed, and through the renewed only on mutual agreement of the Parties, as may be necessary to clarify and formalize roles, responsibilities, timelines, and assurances regarding the scope of work.


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7. **Governing Law and Dispute Resolution.**

This Agreement shall be governed by and construed in accordance with the government of India laws Any dispute or disagreement arising out of this Agreement, and obligations thereunder (each a "Dispute") shall be communicated in writing to the other party within ten (10) days of the occurrence of the event giving rise to such dispute. The Parties shall first settle such Dispute, if any between its senior management team in good faith within fifteen (15) days from date of receipt of notice relating to the Dispute. If the senior management team is unable to settle the Dispute, the Parties would refer to the competent courts of Telangana state

8. **Counterparts:**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

<p>For <u>Geethanjali College of Engineering & Technology</u></p>  <p>PRINCIPAL Geethanjali College of Engg. and Tech. Cheeryal (V), Keesara (M), Medchal Dist.(T.S.)-507 301.</p> <p>Name: Dr.Udaya Kumar Susarla Designation: Principal</p>	<p>For <u>SmartBridge Educational Services Pvt. Ltd.</u></p>   <p>Name: Amarender Katkam Designation: Founder & CEO</p>
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