

**AGREEMENT**

Under the National Skill Qualification Framework (NSQF) of the All India Council for Technical Education, This Agreement is entered into and executed on this 18<sup>th</sup> of March, 2020 at Vijayawada.

**BY AND BETWEEN**

**M/s.SRK FOUNDATION , VIJAYAWADA** running **SRK INSTITUTE OF TECHNOLOGY** represented by its Chairman **Sri. B.S. Appa Rao** which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the **ONE PART**

**AND**

**M/s. TALENTIO SOLUTIONS India Pvt. Ltd.** (hereinafter referred to as the "TALENTIO") a Company registered under the Company Act, 1956, through its **Mr. AJAZ KHAN**, Director, **M/s. Talentio Solutions India Pvt. Ltd.**, having it's registered/approved Office at 5<sup>th</sup> Floor, Mayfair Building, Sardar Patel Road, Begumpet, Hyderabad – 500 003, Telangana (which expression, unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include their executors, administrators and assigns), party of the **SECOND PART**.

WHEREAS, the All India Council for Technical Education has initiated a scheme to provide competency based skills under the National Skill Qualification Framework (Here in after to be referred as NSQF)

WHEREAS, in terms of the said scheme launched by All India Council for Technical Education, AICTE has extended invitation to various Institutions/ Organizations to join as Vocational Educational Institutions to provide education component and Skill Knowledge Providers to provide Competency Based Skills.

WHEREAS under the scheme a Skill Knowledge Provider is required to perform the role and function of providing hands on skill training in a specific sector. The Skill Knowledge Provider could also be one who is established for imparting hands on skills or training in a respective sector.

WHEREAS the First Party is to participate as an Institution to register students under the National Skill Qualification Framework (NSQF);

WHEREAS the Second Party has expressed its keen interest and desire to be a key Partner in the execution of the National Vocational Educational Qualification Framework in terms of the objectives of the scheme and policy as highlighted and specified in the said framework and particularly in view of

the desire and interest of **TALENTIO** to join and Partner with **SRK INSTITUTE OF TECHNOLOGY** in providing competency based skills through its centres which shall act as Skill Knowledge Provider for the purposes of the scheme;

WHEREAS Both parties have held discussions and agreed for collaboration for conducting Vocational Education Programme(s) under the education scheme of the NSQF, whereby **SRK INSTITUTE OF TECHNOLOGY** will impart for the "Academic" content" of the Curriculum and **TALENTIO** will provide skill training through its training centres called **TALENTIO- SKP's** and will impart for such "Skill oriented training" content of the Curriculum to the registered students.

THEREFORE, both the parties hereby agree to conduct Vocational Educational Programme initiated by AICTE under NSQF, on the following terms and conditions:

1. The **TALENTIO** agrees that centres approved and recognized by **TALENTIO** (herein after to be referred as "**TALENTIO -SKP**"), shall act and perform the role of Skill Knowledge Provider to provide hands on skill training in specific sectors such as Company Specific Programs, Employability Training and CRTs for students and Effective Teaching Learning training through Faculty Development Programs.
2. The **TALENTIO** agrees for conduct of training modules under the Vocational Stream and shall perform following functions:
  - a. Announce the schedule of module for the calendar year.
  - b. Register students for the modules.
  - c. Conduct the modular training.
  - d. Conduct examination/ evaluate the student indicating the Level of skill acquired.
  - e. The **TALENTIO - SKP** shall register students for evaluating the Skill Modules, who have acquired skills on their own.
3. The Second Party agrees that the following responsibilities shall be undertaken by the **SRK INSTITUTE OF TECHNOLOGY** Academic Training centres:
  - a. The **SRK INSTITUTE OF TECHNOLOGY** Academic centres shall plan the Vocational Education Programme(s) to be offered in the Academic Year concerned and inform the **TALENTIO - SKP's** about the same at least two months prior to the date of commencement of the Programme(s).
  - b. The **SRK INSTITUTE OF TECHNOLOGY** Academic Centre shall announce and inform through its prospectus and information on its Web site, the Vocational Education Programme(s) it plans to offer in the Academic Year concerned for the information of the prospective students and invite applications for admission from interested candidates at least two months prior to the date of commencement of the Programme(s).



c. The **SRK INSTITUTE OF TECHNOLOGY** Academic Centre shall follow the admission norms of AICTE and the State Govt. concerned. The admission shall be made strictly on the merits.

d. The **SRK INSTITUTE OF TECHNOLOGY** Academic Centre will have the right to collect fees from the students towards:

- Registration
- Course/ Skill conduct
- Evaluation of the Skill portion of each Level of the Programme. A portion of the fees as agreed upon by the **SRK INSTITUTE OF TECHNOLOGY** Academic Centre and the **TALENTIO – SKP’s** shall be turned over to the **TALENTIO - SKP’s**.

e. The **SRK INSTITUTE OF TECHNOLOGY** Academic Centre will send to the **TALENTIO - SKP** the Level-wise and Sector-wise lists of students registered for Vocational Education Program(s) in the Sectors.

f. The **SRK INSTITUTE OF TECHNOLOGY** Academic Centre will conduct appropriate Classes for the Academic content of the Curriculum of the Vocational Education Programme(s) so as to complete the Academic portion within prescribed time.

g. **SRK INSTITUTE OF TECHNOLOGY** Academic Centre will conduct final examinations and evaluate the students for the Academic portion of the Programme(s) as per the rules and regulations of the Technical Board or University as the case may be.

h. After receiving a ‘Statement of Credits for the Vocational/ Skill portion of the students from the **TALENTIO - SKP**, the **SRK INSTITUTE OF TECHNOLOGY** Academic Centre will send the combined Academic and Vocational/ Skill portion credits of the students to the Technical Board or University as the case may be.

i. Wherever such provisions are made by the Technical Board or the University, as the case may be, the **SRK INSTITUTE OF TECHNOLOGY** Academic Centre will award a ‘Level Certificate’ to the student who has successfully completed both the Academic and the Vocational/ Skill portions of the particular Level.

j. The **SRK INSTITUTE OF TECHNOLOGY** Academic Centre shall maintain a record of the registered students and Certificates issued.

k. The **SRK INSTITUTE OF TECHNOLOGY** Academic Centre shall submit details of students registered, evaluation conducted and results to the Technical Board or the University, as the case may be.



#### 4. General:

##### Fees to be charged to students:

- a. The Level wise fees to be charged by the SRK INSTITUTE OF TECHNOLOGY Academic Centre will be informed to the student by the SRK INSTITUTE OF TECHNOLOGY Academic Centre as well as the TALENTIO -SKP before his/her registration for the Programme;
- b. The SRK INSTITUTE OF TECHNOLOGY Academic Centre will collect from the student and retain with itself the 'Academic Portion Fees' and the TALENTIO - SKP will be given the 'Vocational/Skill Portion Fees' by the TALENTIO – Academic Centre;
- c. The TALENTIO - SKP will issue Registration cards to the students before the onset of training and SRK INSTITUTE OF TECHNOLOGY Academic Centre will collect the total fees for the Programme from the students and will transfer the 'Vocational/Skill Portion Fees' against the number of students to be sent for training within stipulated time <to be mutually decided by the Institution and SKP>.

#### 5. No Confidentiality:

There shall not be any confidentiality of any information disclosed by both parties to each other, either in operationalizing this agreement or for the purposes of implementing this agreement. The information sought under the Right to Information Act or otherwise by any student, shall be promptly made available.

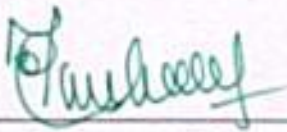
#### 6. Effective Date:

This agreement is effective from the date signed by both the parties shall be valid for a period of one year until determined, suspended or terminated earlier.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority have executed this mutually binding Memorandum of Understanding as of the date first written above.

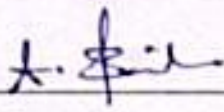
For SRK INSTITUTE OF TECHNOLOGY

For M/s. TALENTIO SOLUTIONS India Pvt. Ltd.

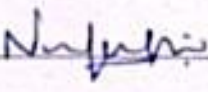
Signed:   
Name: Dr. M. Ekambaram Naidu  
Title: Principal **PRINCIPAL**  
**SRK Institute of Technology**  
ENIKEPADU, VIJAYAWADA-521 108  
Date: \_\_\_\_\_

Signed:   
Name: Mr. ADIAZ KHAN  
Title: Director  
  
Date: \_\_\_\_\_

Witnessed by:

1) Signature:   
Name: A. Siva Nageswara Rao  
Date: \_\_\_\_\_



2) Signature:   
Name: \_\_\_\_\_  
Date: \_\_\_\_\_



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on this 2 Day of December 2020 at Hyderabad by and between: -

M/s. BYTEXL INDIA PRIVATE LIMITED (A subsidiary of KP2 Associates LLC, USA) a company registered at HYDERABAD(Telangana), having its office at **16/1/25, Road No.7, Ida Nacharam Hyderabad, TG - 500076**, being represented by its Authorised Representative Mr. Raman Subramanyam (hereinafter referred to as "**First Party**") which term shall include all its successors in interests and permitted assignees)

And

SRK Institute of Technology [**Address:** AIR Port Road 3, 44, Eluru Rd, Enikepadu, Vijayawada, Andhra Pradesh 521108, India] (hereinafter referred to as the "**Second Party**") which term shall include all its successors in interests and permitted assignees)

WHEREAS the First Party is in the business of providing a platform that offers access to programming and coding courses, via the ByteXL website URL namely bytexl.in, bytexl.com and through ByteXL mobile application.

WHEREAS the Second Party is in the activity of providing engineering education to students.

WHEREAS both parties are desirous of synergising their core competencies and have agreed to enter into this Memorandum of Understanding on the following terms and conditions: -

### **I. PURPOSE AND OBJECTIVE**

- 1) The main objective and purpose of this Memorandum of Understanding is to train students for Wipro ENTH.
- 2) This MOU shall be valid for Financial arrangements only for the training period
- 3) Both parties shall take all reasonable steps to ensure successful completion of the collaboration and cooperate with each other in duly carrying out the obligation agreed upon

### **II. FORMS OF COOPERATION**

- 1) First party will provide synchronous and asynchronous learning environment for students through instructor-led training
- 2) The agreement is mutually exclusive i.e. both parties do not have exclusive rights on the other side.

### **III. INTELLECTUAL PROPERTY**

- 1) Both Parties agree that they shall execute a separate agreement in respect of the sharing and access to the intellectual property and software programs of each of the parties.

**IV. FINANCIAL ARRANGEMENTS****a. Payment Details**

S. No	Product	Description	Retail Price	Final Discounted Price
1	Wipro ENTH	8 days training	Rs.20000/ day	Rs.10000/ day

**b. Payment Terms and Conditions**

- i. The details of pricing is confidential and must not be disclosed to any other college
- ii. This cost does not include GST
- iii. The actual cost could vary based on the number of students
- iv. The Second Party shall pay the First Party, as per the Schedule mentioned herein below -
  - I. 100% should be paid before the program starts
- v. Any change in the above could impact and lead to change in the overall cost of the program

**V. LIABILITY**

- 1) Both parties shall have no liability for any losses, damages, or costs towards each other in respect of any conduct arising out of or in relation to this Memorandum of Understanding.

**VI. LEGAL RELATIONSHIP**

None of the terms of this Memorandum of Understanding shall be construed to confer any legal relationship between the parties.

**VII. DURATION**

7.1 The duration of this Memorandum of Understanding shall be for a period of one year from the date of this Agreement. Both parties shall have the option to renew this Memorandum of Understanding for further period of three years by written consent of both parties.

7.2 Both parties may cancel this Memorandum of Understanding by giving three months prior written notice delivered to the other party.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed on this \_\_\_ day of **January 2021** in the presence of witness with free will and without any undue influence or duress.

SV  
RAMAN



FIRST PARTY

SECOND PARTY

S V Raman

A. Siva Nageswara Rao

ByteXL India PVT LTD.

SRM INSTITUTE OF TECHNOLOGY

Executive Director

VISAKHAPPA

December \_\_, 2020

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