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ACADEMIC PARTNERSHIP AGREEMENT

This Academic Partnership Agreement ("Agreement") is executed on this 17th day of March 2022 ("**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), of the FIRST PART

AND

K R Mangalam University (KRMU), a university established through the Haryana Private Universities Act 2006, having its registered/main campus located at Sohna Rd, Sohna Rural, Haryana 122103, (hereinafter referred to as **"UNIVERSITY"** which expression unless it be repugnant to the context or meaning thereof, be deemed to include its successors, representatives, nominees and assigns), of the SECOND PART.

"**Parties**" shall collectively mean **UNIVERSITY** and **Xebia** and "**Party**" means each of UNIVERSITY and Xebia individually.

WHEREAS, Parties have agreed to launch certain new specialization courses in the field of Computer Science and Engineering (hereinafter referred as "**CSE**") wherein Xebia will act as industry academic partner for UNIVERSITY to redesign the curriculum for such CSE programs besides providing specific engagement in faculty training and student learning/development etc;

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

NOW, THEREFORE, in order to ensure that the Agreement between parties regarding the industry-academic relationship that is sought 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 Xebia and UNIVERSITY acknowledge the need for the incorporation of emerging technologies and specializations in the CSE programs in order to provide relevantly and upgraded industry-specific education and knowledge to students pursuing careers in computer science engineering. UNIVERSITY and Xebia have identified certain new specialization courses to be incorporated in the Bachelor of Technology (**B. Tech**.) Computer Science Engineering programs offered by UNIVERSITY.

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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. Both UNIVERSITY and Xebia are keen to collaborate in such a way that it shall benefit the students pursuing these new computer science engineering programs at UNIVERSITY.

1.3 UNIVERSITY shall rollout the following full time Bachelor of Technology (B. Tech.) in Computer Science Engineering (CSE) programs in collaboration with Xebia ("**CSE Program**").

B. Tech with Specialization in Full Stack Development
B. Tech with Specialization in Cloud Engineering

1.4 B. Tech Courses will be delivered from Semester 2 – 7 for the 2022-2026 batch. Course outline will be finalized in the Board of Studies between Parties.

1.5 Xebia will be *billing* for a minimum of 20 students in each semester commencing on Jan'2023. Minimum of twenty (20) students fee will be payable for that batch irrespective of the actual enrollments. In case the number of students enrolled is less than 20 students then a minimum fee of 20 students will be payable.

1.6 For the new student's enrollment in the Academic year 2022-23, program delivery will start from Semester 2 i.e., Jan'2023.

1.7 Initially, two (2) programs will be launched within the framework of this Agreement. However, in case both the parties intend to launch additional programs, including but not limited to Full Term, Short term or online courses in alliance with **Xebia** with industry-specific specialization in Computer Science Engineering or Information Technology for B. Tech / M. Tech / MCA / BCA / B. Sc IT / M. SC IT 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.

1.8 The above programs are intended to be launched in the Academic year 2022-2023.

2. Roles and Responsibilities

The roles and responsibilities of the Parties in connection with this Agreement are described below: -

2.1 Xebia's Responsibilities

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2.1.1 The curriculum and courseware for specific course modules of the above-mentioned programs shall be developed by Xebia through designated subject experts and made available to UNIVERSITY.

2.1.2 **Xebia** shall make available a soft copy for courseware in media-friendly SCORM compliant format via its LMS to students enrolled for the designated program.

2.1.3 Xebia will provide mentorship and program delivery to each student enrolled in the program. **Xebia** will conduct 100% of the course delivery i.e., approximately 480-500 hours for the entire program (~60 hours/Subject) by its expert on the respective subject/technology. Specialized workshop by its expert practitioners of approx. 50 -60 hours per subjects. Each workshop will be of approx.3-4 hours on Weekday, these workshops will be conducted on a weekly basis in offline mode on UNIVERSITY campus, unless government regulations specifically prohibit offline classes. In which case, classes shall be held on an online mode.

2.1.4 **Xebia** will ensure competent training faculty is deployed for the course delivery. In case of unsatisfactory student feedback with respect to any faculty deployed by **Xebia**, necessary prompt measures will be taken by **Xebia** to ensure appropriate arrangements as agreed between the Parties are taken.

2.1.5 **Xebia** shall assist the UNIVERSITY in conducting regular assessments and examinations for the students enrolled in the course, in order to gauge the progress of the student(s) and take necessary actions to improve student job readiness.

2.1.6 Students enrolled in the program shall gain access to Xebia's Enterprise Learning Management System ("***DigitalLearn***") and *Digital Learn* shall be utilized to manage the complete program lifecycle including but not limited to learning, performance in the program. Student courseware in the SCORM compliant e-book format will be made available in the *DigitalLearn*.

2.1.7 **Xebia** will be regularly organizing guest lecture and tech talks/master class by the industry experts for the students enrolled in the program

2.1.8 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.

2.1.9 **Xebia** shall co-ordinate with the UNIVERSITY team to brand the **Xebia** Academic Alliance program within the University campus from time to time.

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2.1.10 **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 as mutually discussed.

2.1.11 **Xebia** to promote these programs with the **Xebia** group of companies and its client and partner network for placement opportunities for UNIVERSITY students pursuing these courses.

2.1.12 Placement opportunity will be extended to the students who are interested and meets the eligibility criteria of having a minimum cut off scores, performance in the end semester exams for the specialization and participation in regular assignments & workshops throughout the course as per University rules.

2.1.13 Each student will be assessed at regular intervals and throughout the entire course duration, regular feedback will be given to the student to improve the individual performance. No student will be unreasonably withheld from the corporate placement opportunity with **Xebia**.

2.1.14 **Xebia** will also be working with the University throughout the course to identify the talent for various Job roles within **Xebia**.

2.1.15 Both the parties shall designate one Program Manager/Nodal Officer each, as the single point of contact from Xebia and UNIVERSITY under this agreement.

2.1.16 Xebia to promote these programs within the Xebia client and partner network for placement opportunities for UNIVERSITY students pursuing these courses.

2.1.17 Xebia shall endeavor and extend support in the internship for students in each cohort/group
who are eligible for an internship within Xebia or its client and partner network.

2.1.18 Both the parties permit each other to use its brand logo for promotional and other activities incidental to these programs.

2.1.19 Xebia will provide artwork, 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.

2.1.20 Xebia's support, obligations and discounted commercials are based on a minimum of 20 students. If by any chance, students enrolled for a program is less than 20 students then Xebia will charge for a minimum of 20 students for each year per Program.

2.1.21 Xebia shall provide access to the project portal for all students.

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2.1.22 Xebia will ensure competent training faculty is deployed for the course delivery. In case of unsatisfactory student feedback with respect to any faculty deployed by Xebia, necessary prompt measures will be taken by Xebia to ensure faculty arrangements to the satisfaction of **KRMU**.

2.1.23 Xebia will ensure that its curriculum including the student and faculty handbook is up to date and covers the latest trends and upgrades in the respective technology or subject.

2.1.24 Xebia will be conducting regular assessments for the students enrolled in the course, with due approval from **KRMU**, in order to gauge the progress of the student(s) and take necessary actions to improve student job readiness.

2.1.25 Xebia will be conducting various student engagement activities to increase the hands-on learning experience and build practical skills through capstone projects, Ideathon/Hackathons, Tech Talk series, Community interaction and blog writing.

2.1.26 All students enrolled in the course 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.

2.1.27 Xebia will also work with the university team to brand the Xebia Academic Alliance program within the University campus.

2.1.28 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.

3.1 UNIVERSITY 's Responsibilities & Obligations

3.1.1 UNIVERSITY shall be solely responsible for determining the fees (chargeable to its students) for the said CSE programs, number of students to be enrolled under these programs, award of degrees on successful completion of the programs

3.1.2 UNIVERSITY shall be solely responsible for obtaining all regulatory and infrastructural approvals including but not limited to UGC, AICTE etc.

3.1.3 UNIVERSITY to nominate full time faculty members for the centralized orientation workshops on Xebia technologies under T3 program (If opted).

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3.1.4 UNIVERSITY 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

3.1.5 UNIVERSITY will provide its infrastructure including the computer labs (hardware) 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.

3.1.6 UNIVERSITY to promote & develop marketing collaterals and enroll the students under the programs.

3.1.7 UNIVERSITY to share the student enrollment along with their email IDs and any other relevant information data with Xebia within 30 days of the start of the enrollment of student.

3.1.8 UNIVERSITY 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.

3.1.9 UNIVERSITY to nominate Designated Project Coordinator as a single point of contact with Xebia

3.1.10 UNIVERSITY to provide quarterly feedback to Xebia on curriculum improvement based on feedback from faculty and students.

3.1.11 UNIVERSITY to publish approved curriculum as part of UNIVERSITY programs to be launched in industry-academic collaboration with Xebia.

3.1.12 UNIVERSITY shall ensure all students must mandatorily access the project portal.

3.1.13 UNIVERSITY will take care of all boarding & lodging for any of the visiting Xebia team, faculty and industry SMEs at UNIVERSITY campus. The stay should be in a comfortable, decently furnished guest house or hotel/UNIVERSITY hostel near UNIVERSITY campus. However, **Xebia** for execution services under this agreement may strive to depute faculty and industry experts from Gurugram unless there are some specific requests from University.

3.1.14 Placement opportunity will be extended to the students who are interested and meets the eligibility criteria of having a minimum cut off scores, performance

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in the end semester exams for the specialization and participation in regular assignments & workshops.

3.1.15 Selected students with Xebia may be given a PPO right after completion of the Internship period. University to support in making sure students accepts the offer and join Xebia.

4. Program Administration Process

4.1 **Joint Coordination Committee:** To coordinate the execution of the activities agreed under this Agreement, UNIVERSITY and Xebia shall constitute a Joint Coordination Committee (hereinafter referred to as "**JCC**") whose members and roles will be as listed under Clause 4.2.

4.2 JCC shall constitute of the Vice-Chancellor of UNIVERSITY or his nominee as the Chairperson; two representatives from each party as members, a Project Coordinator from UNIVERSITY 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 or his nominee, UNIVERSITY .

4.3 The JCC meeting shall have due representation from both UNIVERSITY and Xebia to take decisions related to this Agreement and the Services under the scope of the Agreement.

4.3 The JCC shall make recommendations on program curriculum, content and its delivery, for approval by the Vice Chancellor or his nominee, UNIVERSITY through the Academic Council of the University.

4.4 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 UNIVERSITY shall provide considerable academic support and sales/marketing resources to market and administer the programs offered under this Agreement.

5.2 Xebia will support UNIVERSITY during its admission and counselling sessions exclusively for the programs mentioned in clause 1.3 The number of staff required for the admission counselling shall be discussed at least 6 weeks prior the commencement of the admission procedure. to ensure that Xebia staff is available.

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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 besides marketing resources to propagate the new programs.

5.4 Xebia will assignee a Program Manager for a target group of 30-60 students in each batch. This role will be based of Xebia offices and will be travelling to UNIVERSITY campus on fortnightly basis every month. Frequency of visits can be increased or decreased depending on the program flow and associated requirements. 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. Program manager will also be supporting in students assessment as per the evaluation criteria set up by the technical experts from Xebia.

6. Commercial terms

6.1 UNIVERSITY 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 2022-23 intake and applicable for the entire 4-year term of the program. All subsequent batches will be charged as per clause.

6.3 The fees paid, by UNIVERSITY to Xebia, under the scope of this Agreement shall be revised as per mutual agreement between the Parties.

6.4 Per student per semester fees includes 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 UNIVERSITY agrees to pay that amount as specified in an invoice, unless UNIVERSITY supplies exemption documentation.

6.5 UNIVERSITY shall deduct applicable taxes under the 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, UNIVERSITY 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.

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7. Term and Termination

7.1 This Agreement shall be initially valid for period of 4 academic year intakes ending on July 2026 and terms for renewal of this agreement post 30th June 2025 shall be mutually discussed & agreed upon by **KRMU**. In case the agreement is not renewed, students admitted till expiry of the agreement will be taught out till 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 3 months prior notice after minimum of 2 years of the first intake. 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 perform its obligations as enumerated in this Agreement. UNIVERSITY shall pay for the services rendered to such students even after the notice of termination is provided and subsequent termination of this Agreement.

7.3 In case of non-payment of any amount payable by the UNIVERSITY to Xebia under this Agreement, Xebia has the right to terminate the agreement without any notice. In such case Xebia, shall also have the right to claim the dues or seek appropriate remedy such as remedies under this Agreement, law or equity.

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).

8.2.1 **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

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d) By oral or visual presentation.

8.2.2 Information should be marked with a restrictive legend of the Discloser. If Information is not marked with such legend or is disclosed orally, the Information shall be identified as confidential at the time of disclosure.

8.3 **Obligations**

The Recipient agrees to:

8.3.1 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

8.3.2 Use the Discloser's Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.

8.3.3 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

Any other party with the Discloser's prior written consent.

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.

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.

8.4 **Confidentiality Period**

8.4.1 Information under this Agreement cannot be disclosed by either party during the tenure of this agreement and 5 (five) years after the expiry or termination of this Agreement.

8.5 **Exceptions to Obligations:**

The Recipient may disclose, publish, disseminate, and use Information that is:

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8.5.1 Already in its possession without obligation of confidentiality.

8.5.2 Developed independently.

8.5.3 Obtained from a source other than the Discloser without obligation of confidentiality.

8.5.4 Publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or

8.5.5 Disclosed by the Discloser to another without obligation of confidentiality.

8.5.6 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.

8.5.7 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.

8.5.8 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.

8.5.9 The Recipient shall:

a. Comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations, and

b. 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

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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 UNIVERSITY 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, its employees, Sub-contractors or agents during the provision of Services.

9.2 No exclusion or limitation of UNIVERSITY's liability will apply to any liability for breach of Applicable Law, death, bodily injury or damage to property by UNIVERSITY. Further, liability under the provision of this Agreement and for breach of Intellectual Property Rights; Confidentiality; Indemnity; and Anti-Bribery, Corruption and Money Laundering the liability of UNIVERSITY shall be unlimited.

9.3 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.

9.4 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.

9.5 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 thus 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. Indemnification

10.1 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 UNIVERSITY 's failure to, (i) comply

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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 UNIVERSITY 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 UNIVERSITY or in case of any fraud, willful misconduct and gross negligence by UNIVERSITY ;

d) any claim is made against Xebia by a Government Authority for taxes and corresponding interest and penalties in respect of taxes payable by UNIVERSITY.

e) Xebia suffers any tax related losses due to non-compliance of any provision of this Agreement.

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

11. Representation and Warranties

11.1 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.

11.2 **Xebia's** : **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 UNIVERSITY 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) UNIVERSITY 's use of the Deliverables or (ii) performance of **Xebia**'s obligations under this Agreement.

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11.3 **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 specifications at all times.
c) Products comprised in the Deliverables shall be free from defects in materials and workmanship

12. Publicity

12.1 Parties agree to use other Party's trademarks, trade names, services marks, or other proprietary marks with due permission (electronic or printed) for any advertising, press releases, publicity or marketing collaterals with prior consent of Party owning such marks during the tenure of this Agreement.

13. Governing Law

13.1 This Agreement shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws provision.

14. Arbitration

14.1 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.

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 Parties. 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.

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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.

16. INTELLECTUAL PROPERTY RIGHTS

Xebia retains all intellectual property rights and interest in and to UNIVERSITY programs and courseware ("**Materials**"). In the event any courseware is provided to UNIVERSITY, it shall be treated as confidential and proprietary information and shall not be disclosed to any third party without express written consent of **Xebia**. UNIVERSITY shall not sell, license, sublicense or otherwise make UNIVERSITY Materials available to third parties for any reason, and will not reproduce, alter, or create derivative works from such Materials. **Xebia** shall retain all title to and interests in any IP Rights owned by **Xebia** at the Effective Date.

17. Notice

17.1 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: Dr. Pooja Nagpal
Designation: Professor
Address: K.R. Mangalam University, Sohna Rd, Sohna Rural, Haryana 122103
Email: pooja.nagpal@krmangalam.edu.in

Program Manager/Nodal Officer For Xebia:

Name: Mr. Brijesh Kohli
Designation: Director of Xebia Academy
Address: Xebia Capital Cyberscape, 4th Floor, Sector-59, Golf Course Extension Road Gurugram, Haryana 122005.
Email: brijesh.kohli@xebia.com universityrelations@xebia.com

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16. **Non-Solicitation of Employees:** 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 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

FOR K R MANGALAM UNIVERSITY (KRMU) (UNIVERSITY)	**FOR XEBIA IT ARCHITECT INDIA PRIVATE LIMITED (Xebia)**
Authorized Signatory	**Authorized Signatory**
Name: Dr. C S Dubey	DocuSigned by: Anand Sahay 8F1BBE2B101F40F... **Name: Anand Sahay**
Designation: Vice Chancellor	**Designation: CEO**

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ANNEXURE – I

Xebia proposes to launch B. Tech program in the fields below:

Specialization in Full Stack Development
Specialization in Cloud Engineering

Commercials for University			
Item (Proposed Courses)	**Number of learners**	**Price (in INR) Exclusive of GST**	**Inclusions**
100% Course delivery by Xebia SME's to students.	20 students in each specialization	**15,000 +GST** per student per semester Course delivery Semester 2-7 * Paid on semester basis	Xebia will conduct 100% of the course delivery ie approximately 480-500 hours for the entire programme (~60 hrs/Subject) by its expert on the respective subject/technology. Xebia classes will be planned on Weekly basis, Each class/workshop will be for 3-4 hours delivery/week/subject either on Weekday, theory plus lab. These workshops will be conducted on specific dates agreed with **KRMU** academic team. Program will be delivered from Sem 2 to 7 for the Batch 2022-26. Our Pricing is based on the assumption that a minimum of 20 students

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			will be enrolled in each course.
Assessment & Evaluation	At Actuals	**KRMU** faculty will be responsible for students assessment and evaluation. Xebia will be support **KRMU** with regards to Assessment questions, Mock test, assessment criteria, and other evaluation support required. Final course assessment will be done by Xebia for all students in Semester 7 to certify students and award them Certification in the respective course	Students will be assessed as per the university norms and UGC guidelines by the university. Xebia will assist **KRMU** in student assessment and program evaluation. K.R. Mangalam 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. Both Xebia and **KRMU** will agree on the practical assessments including capstone project and other evaluation criteria.
Program Management & Course Coordination	Upto 30 students per batch	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	Program manager will be assigned for a target group of 60 students in each batch. This role will be based of Xebia offices and will be travelling to **KRMU** on fortnightly basis every month. Frequency of visits can be increased or decreased depending on the

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		between the university faculty and technical experts. The program manager will be supported by an extremely experienced team of education management professionals who will assist in the ongoing maintenance of the **KRMU** program.	program flow and associated requirements. 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. Program manager will also be supporting in students assessment as per the evaluation criteria set up by the technical experts from Xebia.
Online Labs and Infrastructure	At Actuals	Included in per student fee	**KRMU** will provide its infrastructure including computer labs (hardware) and cloud access to each student for practicing labs and hands on learning. 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.
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.

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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.
Marketing and Admission Counselling		Included in the Student Fee	Xebia will provide marketing collaterals including brochures, creatives, etc. for the respective course. Xebia will also provide one career counsellor to **KRMU** for 3 months during admissions to counsel students/parents on why they should enroll in Xebia program. Xebia will also train **KRMU** career counselling team to help counsel more students on the program benefits and career opportunities. Other joint initiatives will be planned which can help to increase the program enrolment.