

DRAFT COPY

TRAINING AND PLACEMENT GUARANTEE AGREEMENT

This Training and Placement Guarantee Agreement (herein-after referred to as the 'Agreement') is made and executed on this **DD/MM/YYYY** (herein-after referred to as the "Effective Date") at **Noida**.

BY AND BETWEEN:

M/s. PROTECON BTG PVT. LTD., a company incorporated under the Companies Act, 1956, having its registered office Flat No. 23-D, Pocket-C, SFS Flat, Mayur Vihar Phase-III, Delhi -110096, India, and Corporate Office at First Floor, Images Tower, B-27, First Floor, Sector-132, Noida, UP through its Managing Director / Authorised Signatory **Mr. Manish Khilauria**, duly authorised vide Board Resolution dated **12th July 2023**, herein-after referred to as "**the PRINCIPAL**", (which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include its successors, representatives, agents, administrators, permitted assigns, attorneys, etc.) of the **FIRST PARTY**,

AND

Mr. _____, a Resident Citizen of India, **S/D/o of Mr. _____**, born on _____, having permanent address _____, (hereinafter referred to as "**the Candidate**", (which expression shall, unless it is repugnant to the context or meaning thereof be deemed to mean and include its successors, representatives, agents, administrator, permitted assigns, attorneys, etc.), of the **SECOND PARTY**.

(The Principal and the Candidate are herein-after collectively referred to as "**Parties**")

WHEREAS:

- 1) The Principal is a Value Driven Knowledge based new generation Company with a clear objective of demonstrating advantages of using proactive approach in Project Management and Controls by providing quality services to project stakeholders and providing Training and Skill Development Programs for working professionals as well as young graduates.
- 2) The Principal, hereby offers its flagship “Bridging the Gap” Program (hereinafter referred to as “BTG Program” or “Program”) at Noida, designed to impart internationally acclaimed, comprehensive and structured training to entry-level professionals / fresh graduates in the field of Project Management & Controls. The targeted Industry roles after the Management Training period for the Candidate are:
 - a. Project Engineer / Coordinator / Manager
 - b. Planning, Scheduling & Monitoring Engineer
 - c. Project Controls Engineer
 - d. Invoicing / Billing Engineer
 - e. Cost Control Engineer
- 3) The Candidate is registered for the Program with the Principal after attending a personal interview and / or a written test conducted by the Principal, thus satisfying the requirements for selection and signing this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties hereby agree as follows:

I. PROGRAM OPTED

The Candidate has opted for BTG Program bearing Program Code **PBTG/PMPN23 - BTG Program on Project Management and Controls**, details of which are appended below under “General Program Overview”.

II. GENERAL PROGRAM OVERVIEW

- 1) The Program being offered by the Principal under its BTG Program is a comprehensive and structured training program that is specifically designed for entry level professionals / fresh graduates with / without any industrial experience. The Program consists of 6 modules that entail theoretical knowledge as well as practical skills required at international platforms; Industry exposure; various discipline interrelationships and software tools used in different Industries.
- 2) The Program of 12 Months’ duration consists of following 2 major stages:
 - Stage - 1: Classroom Training / Assignments, Project & Exams – First 6 months
Refer **Annexure** - Project Management and Controls’ Modules
 - Stage - 2: On-the-Job Training with stipend @ Rs. 25,000 Per Month from the 7th Month to the 12th Month, subject to the conditions mentioned elsewhere in this Agreement.
- 3) The Program demonstrates various Software, Tools & Techniques, Policies & Procedures, documentations and Approvals required for Project Management & Controls.
- 4) For the purpose of real life understanding and first-hand practical experience, the Program includes industry-based assignments and interactive classroom technologies.

- 5) The Program also aims to improve and enhance the Candidate's soft skills such as communication presentation and group discussion and interview skills.
- 6) The Program includes surprise tests (Quizzes) and tutorials (Assignments) throughout the Program duration.
- 7) The Candidate's performance will be assessed for each Module and performance will be evaluated based on regular tests and tutorials as well as Module Assessments.

III. DURATION OF CLASSROOM TRAINING PROGRAM

The duration of the first stage of training program will be from DD/MM/YY to DD/ MM/YY (**Six months**). The classroom training will be held at the First Floor, Images Tower, B-27, First Floor, Sector-132, Noida, UP and will be of approx. 500 hrs during the above 6-month period.

IV. TERMS OF THIS AGREEMENT

This Agreement shall come into effect from the date it is signed and duly executed by the Parties to this Agreement or the Program Commencement Date, whichever is earlier.

The Agreement shall be deemed terminated as soon as the Candidate has paid full training fee as per Article VII - Program Fee (Including GST) and is employed during the On-the-Job Training period within the twelve months of Program. In any case, the Agreement stands terminated at the completion of the twelve months of Program.

V. EVALUATION AND CERTIFICATION

Evaluation:

All Assignments, Quizzes and Project Reports will be evaluated and rated on the scale of 1 - 5, as per the qualitative rating mentioned hereunder:

Excellent	–	5
Very Good	–	4
Good	–	3
Fair	–	2
Poor	–	1

Overall Rating:

The Overall Rating will be an aggregate of the following:

- 60 % of the Rating achieved in Assignments / Quizzes, written test, presentations etc.
- 30 % of the Rating achieved in Mock Interview.
- 10% of the Rating achieved against the behaviour (Punctuality, Attendance and Timely Submission of the assignments / quizzes) of the Candidate in the Classroom.

The Overall Rating will be rounded to a single decimal digit.

If the Candidate achieves an Overall Rating of less than 3, the Principal will not be liable to get the Candidate placed in any Company including its own Organisation or offer On-the-Job Training on completion of Classroom Course and / or refund the original Program Fee.

Certificate of Completion:

The Principal shall award a Certificate of Completion along with a recommendation letter for prospective role to the Candidate, only if the Candidate achieves an **Overall Rating of equal or higher than 3**.

VI. PLACEMENT GUARANTEE

The Principal shall provide necessary guidance and assistance to the Candidate for attending interviews with national and international Companies in below mentioned sectors:

- (a) Oil and Gas
- (b) Refineries and Petro-Chemicals
- (c) Cross Country Pipelines and Terminals
- (d) Power Generation and Distribution
- (e) Fertilizers and Chemicals
- (f) Minerals and Metals
- (g) Metros, Airports, Highways and Bridges
- (h) Intelligent Buildings etc.
- (i) City Gas Distribution

The Candidate shall be solely responsible for his performance in the interview and subsequent selection by the prospective Employers / Companies. The Principal shall in no way be responsible for the Candidate's selection or otherwise in the interview.

VII. PROGRAM FEE

The BTG Program Fee, as defined under "General Program Overview" of this Agreement, will be **Rs. 5,00,000/- (INR Five Lacs Only) + GST** as applicable. The Principal allows a convenient way of depositing the Program Fee in 3 (Three) instalments, as follows.

- | | |
|-----------------------------------|--|
| 1st Instalment: | Rs. 2,00,000/- + GST Before or at the time of Admission |
| 2nd Instalment: | Rs. 1,50,000/- + GST Upon completion of 1 st Month but within 7 days from the commencement of 2 nd Month |
| 3rd Instalment: | Rs. 1,50,000/- + GST Upon completion of 2 nd Month but within 7 days from the commencement of 3 rd Month |

Note:

In case of delayed payment, a Penalty Fee of Rs. 500 + GST per day shall be charged from the Candidate for a maximum period of 7 days. If the Candidate fails to deposit the instalment within these 7 days' grace period, he / she shall not be allowed to attend further classes and the Agreement shall stand terminated.

Mode of Payment:

- I. The Candidate may submit the instalments either using online payment facility or through NEFT / Cheque Deposits on/before the due date. No cash deposits shall be entertained by the Principal.
- II. The Candidate shall be liable to pay a Penalty @ Rs. 500 + GST per event to the Principal if the cheque is bounced. If the cheque is bounced twice, the Principal shall initiate a legal action as per the Laws of India. The Candidate must know that bouncing of cheque is a criminal offence and punishable under the Laws of India.

VIII. LEAVE DURING THE TRAINING PERIOD:

- i. In general, leave during the Training period is discouraged except weekly off days and holidays as per the Principal's HR policy. However, during emergencies and special circumstances, leave may be granted at the sole discretion of the Principal.
- ii. However, during the On-the job training period, the stipend will be given on pro rata basis in case of absence other than regular weekly off days and holidays as per the Principal's HR Policy.

IX. GENERAL RIGHTS AND OBLIGATIONS OF THE PARTIES:

(a) Rights and Obligations of the Principal:

1. The Principal will endeavour to provide adequate learning experience and facilities to the Candidate.
2. The Principal will guide the Candidate in developing specific skills including language skills for acquiring work experience.
3. The Principal will guide Candidate in adapting to the requirements of different Industries.
4. The Principal will contribute to the development of a pool of well-qualified, open-minded and internationally experienced young people as future professionals.
5. Upon successful Completion of the Classroom Training (see Clause V above), the Candidate will be offered On-the-Job Training in the Principal's Organisation and provided a stipend of Rs. 25,000/- (Rupees Thirty Thousand) PM till his placement with any other prospective employer or for a maximum of 6 (Six) Months, immediately after the Classroom Training.
6. Upon Completion of the Classroom Training, as per Clause V above, the Principal will organise the Candidate's Interview with various organizations for their gainful employment.
7. The Principal will not be responsible to provide any special classes / sessions in case the Candidate fails to attend the scheduled classes / sessions.
8. The Principal will put its best efforts to ensure that placement of the Candidate is for a Gross Salary package (including Boarding / Lodging / Travelling, etc) of at least Rs. 5,00,000/- (Rupees Five Lacs) per Annum, if the Candidate gets placed with employer situated in India, or at least USD 1,000/- (US Dollar One Thousand) per Month or Equivalent Foreign Currency in case of placement outside India.
9. The Principal will not be liable to get the Candidate placed in a Company (employer) of the Candidate's choice.
10. The Principal's liability shall cease to exist when the Candidate gets placed during the 6-month On-the-Job Training period.

11. For the candidates awarded with "Certificate of Completion" as per Clause V above, the Principal may offer to absorb the Candidate in his Organisation even after 6 months of On-the-Job Training, if the candidate fails to get any job from other Employers during the same period.

(b) Rights and Obligations of the Candidate:

1. The Candidate shall pay the Program Fee on time.
2. The Candidate shall submit proof of educational qualification at the time of admission. If in case the Candidate is unable to furnish any such document at the time of registration, then, he / she may do so within, but not later than, a period of 2 (two) months from the date of Commencement of the Training period. If the Candidate fails to submit proof of educational qualification within the time period prescribed here, then this Agreement will be terminated immediately and the Candidate will not be eligible for job guarantee under this Agreement without any refund of fee or part thereof.
3. The Candidate shall attend interviews with various employers at his own time and cost.
4. The Candidate shall not use this Agreement for any purpose outside the scope of this Agreement.
5. The Candidate shall not indulge in any activity designed to harm the reputation and / or goodwill of the Principal.
6. The Candidate shall duly observe all the rules and regulations prescribed by the Principal, from time to time, during the Program duration.
7. The Candidate shall utilise the facilities and services provided by the Principal in a proper manner with due care.
8. The Candidate shall put forward any suggestion and / or complaint for the betterment of the Program or the Principal in a peaceful and lawful manner.
9. Any loss or damage, caused due to negligent use of Principal's assets within Protecon BTG Corporate Office or any other Premises of the Principal by the Candidate, shall be fully compensated by the Candidate. Additionally, the Candidate shall be liable to pay penalty fee of Rs. 5000/- + GST per such Event.
10. The Candidate shall at any time, prior to signing this Agreement, inform the Principal regarding any pending and / or disposed-of legal proceedings, wherein the Candidate is or was a Party.
11. The Candidate shall not indulge in any illegal or political activity during and / or after the duration of the Program, within the Principal's campus.
12. The Candidate shall take keen interest in the Training.
13. The Candidate shall not demean the Principal or their Employee / Representatives in any manner, at any stage, including before the Companies approached for the Candidate's placement.

14. That the Candidate shall not use the Program materials like Presentations, literature, books, articles etc. provided by the Principal for any commercial purpose.
15. The Candidates shall not reproduce in any form and / or distribute the Program material provided by the Principal for commercial gains.
16. The Candidate shall cooperate with the officials employed by the Principal.
17. The Candidate shall have the right to consult the faculty or officials of the Principal at any point of time during the duration of the Training period.
18. Any indecent act with the Principal's Faculty, staff or colleagues shall result in direct termination of this Agreement. The Candidate shall not be entitled to attend the Program thereafter and/or claim the Program Fee paid by the Candidate.
19. The Candidate shall abide by the Program requirements and will fully cooperate during site/plant visits to construction sites, if any.
20. By signing this Agreement, the Candidate is authorising the Principal to use the Candidate's Name, Photo and Contact details for Program marketing and advertisement through print media, electronic media or any other means as per the Principal's requirements.

X. COMPENSATION AND INDEMNITY

1. In case the Candidate declines an offer of employment from the Principal or any other Employer arranged by the Principal, this Agreement shall be terminated with immediate effect.
2. In case of any wilful misrepresentation or misconduct or purposefully done illegal and/or immoral act by the Candidate, with an intention to avoid placement in a Company approached by the Principal, this Agreement shall terminate with immediate effect.
3. The Principal will not be liable for any kind of dissatisfaction or problem and resulting actions thereof between the Candidate and the Employer where the Candidate gets placed.

XI. TERMINATION AND ACTION TO BE TAKEN POST TERMINATION

1. The Principal, at its sole discretion, will be entitled to terminate this Agreement without giving any advance notice to the Candidate and without any cause or reason, if the Candidate is in breach of this Agreement in any manner.
2. If the Principal is unable to continue with this Agreement on account of reason whatsoever, it will give one-month advance notice to the Candidate to terminate this Agreement and refund the full fee to Candidate without interest and the Principle shall not be liable to compensate the candidate on account of loss of time and its consequences and/or any and all the expenses incurred by the candidate for attending the program.

3. In case the Candidate decides to terminate this Agreement then, the Candidate shall not be entitled to receive refund of the Fee already paid to the Principal and shall remain accountable for paying balance Fee at the time of termination.
4. Actions to be taken post termination:

Upon termination of this Agreement, the Candidate shall be liable to pay the balance fee as defined under Article VII - PROGRAM FEE.
5. Any Refund on Termination of this Agreement shall be at the sole discretion of the Principal, upon receipt of request from the Candidate, with the following considerations.
 - In no case will any Refund be entertained beyond Classroom Training period, and
 - In case of Termination within first 3 Months of Classroom Training Period, refund, if at all agreed by the Principal, shall be restricted to 50% of the Fees deposited.

XII. FORCE MAJEURE:

No party shall be liable to the other if, and to the extent the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with due to circumstances beyond the reasonable control of such Party, including but not limited to, government legislations, fires, floods, explosions, epidemics, pandemic, accidents, acts of God, wars, riots, strikes, lockouts, or other concerted acts of workmen, acts of Government and/or shortage of materials. The Party claiming an event of force majeure shall promptly notify the other Party in writing and provide full particulars of the cause or event and the date of first occurrence thereof, as soon as possible after the event and also keep the other Party informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance, and all Parties shall resume performance hereunder with the utmost dispatch when such cause is removed.

A condition of force majeure shall not relieve a Party of any obligation under this Agreement prior to the event of force majeure. If the force majeure lasts beyond 6 (six) months, any Party may terminate this Agreement upon serving notice of termination to the other Party.

XIII. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS:

The Candidate hereby agrees that if it notices or otherwise obtains knowledge of any actual or alleged infringement of the intellectual property rights of the Principal by a third party, the Candidate will promptly notify the same to the Principal. No legal proceedings shall be instituted by the Candidate against any such third party in respect of any such actual or alleged infringement. However, the Candidate shall cooperate fully with the Principal in any legal proceedings instituted by the Principal with regard to infringement of intellectual property rights at the Principal's expense.

XIV. NOTICES:

1. All notices and other communications required or permitted to be given under this Agreement ("Notice") shall be in writing and shall be delivered personally or mailed by registered or certified mail, return receipt requested, postage prepaid or by telex, telecopy or other form of rapid transmission, confirmed by mailing as described above, addressed as follows:

➤ **If to the Principal:**

**The Managing Director & CEO,
PROTECON BTG PRIVATE LIMITED
B-27, Images Tower, First Floor, Sector-132
Noida, Gautam Budh Nagar, Uttar Pradesh, 201304**

➤ **If to the Candidate:**

Mr. _____

S/D/o _____

Address: _____

2. Any Notice so addressed and delivered personally or by rapid transmission shall be deemed given upon receipt. Any notice so addressed and e-mailed shall be deemed given as on the date of the e-mail. Either Party shall change its address by giving the other prior written Notice thereof.

XV. NON-COMPETE / CONFIDENTIALITY

1. If any Party is required to reveal to the other Party, certain confidential, proprietary and / or trade secret information concerning its business, operations, features and / or services for the purpose and performance of this Agreement in whatever form provided, which is "Confidential Information", the receiving party acknowledges that the same shall always remain the property of the Party making disclosure of the confidential information.
2. The Parties hereby undertake to keep and treat all confidential information as 'Secret' and 'Confidential' in perpetuity and will not, without the prior written consent of the other Party, directly or indirectly, communicate or disclose (whether in writing or orally or in any other manner) the confidential information to any other person other than in accordance with the terms of this Agreement. The foregoing shall not apply to the extent that (a) The Candidate needs to have and / or disclose confidential information of the Principal to any affiliate, sub-contractor, agent or employee of the Principal in order to fulfil its obligations, or to exercise its rights under this Agreement or to receive any benefits and (b) any other confidential information embodied in or otherwise incorporated into any services.
3. The Parties hereby agree that the restrictions set out herein shall not apply to confidential information of a Party, which is or becomes, through no fault of the other Party, information available in the public domain.
4. The Parties shall not use or refer to this Agreement or any element thereof or any representation thereof in any manner derogatory to the interests of the Parties.

XVI. GOVERNING LAWS:

This Agreement and any non-contractual obligations arising out of or in relation to this Agreement shall be governed by and will be construed in accordance with the Laws of India.

XVII. DISPUTE RESOLUTION:

1. All disputes, controversies or differences, which may arise between the Parties in respect of this Agreement including without limitation to the existence, validity, interpretation, construction, performance and enforcement or alleged breach of this Agreement, the Parties shall, in the first instance, attempt to resolve such dispute, controversy or difference amicably through mutual consultation.
2. If the dispute, controversy or difference is not resolved through mutual consultation of the parties within 15 days after commencement of discussions, such dispute / controversy shall be referred to and settled by an Arbitral Tribunal comprising of a Sole Arbitrator, collectively nominated by the Parties, in accordance with provisions of the Arbitration and Conciliation Act, 1996. The Sole Arbitrator shall have powers to award and / or enforce specific performance. All arbitration awards will be final and binding upon the Parties and each Party will bear its own costs of arbitration and equally share the fees of the Arbitral Tribunal, unless the Arbitral Tribunal decides otherwise.
3. All proceedings in such arbitration shall be conducted in English. The venue of the arbitration proceedings shall be Noida, Gautam Budh Nagar.

XVIII. SEVERABILITY

The invalidity of any portion of this Agreement shall not affect the remaining portions of this Agreement or any part thereof and this Agreement shall be construed, as if such invalid portion or portions had not been inserted therein.

XIX. SURVIVAL OF RIGHTS, DUTIES AND OBLIGATIONS

Termination of this Agreement, for any cause whatsoever, shall not release a Party from any liability, which at the time of termination, has already accrued to the other Party or which may thereafter accrue in respect of any act or omission prior to such termination.

XX. WAIVER:

Save where this Agreement expressly provides, neither Party shall be deemed to have waived any right, power, privilege or remedy under this Agreement unless such Party shall have delivered to the other Party a written waiver signed by an authorised officer of such waiving Party. No failure or delay on the part of either Party in exercising any right, power or privilege or remedy hereunder shall operate as a waiver, default or acquiescence thereof, nor shall any waiver on the part of either party of any right, power, privilege or remedy hereunder operate as a waiver of any right, power or privilege or remedy nor shall any single or partial exercise of any right, power, privilege or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy hereunder.

XXI. SURVIVAL OF OBLIGATIONS:

All the obligations of the Parties specified under this Agreement which expressly or by their nature survive the expiration or termination of this Agreement, shall survive expiration or termination of this Agreement and continue in full force and effect notwithstanding such expiration or termination until they are satisfied in full or by their nature expire.

XXII. MISCELLANEOUS:

1. Both the Parties shall cooperate with each other and execute and deliver to the other such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, give effect to and confirm their rights and the intended purpose of this Agreement.
2. The Schedules, Annexure and Appendices, if any, attached to this Agreement form a part of this Agreement.
3. No amendments and/or modifications to this Agreement shall be valid unless executed in writing and signed by both the Parties.
4. This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorised representative of the Parties. For the avoidance of doubt, no provision in this Agreement excludes or limits either Party's liability for fraudulent misrepresentation.
5. This Agreement and the Annexure, if any, hereto represents the entire Agreement between the Parties as to the subject matter hereof and supersedes all prior understandings between the Parties on the subject-matter hereof.
6. No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, or any other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise, except as stated to the contrary in this Agreement. The selection of any one or more of such remedies by any of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement themselves or by their authorized representatives as of the date first written above.

SIGNED AND DELIVERED by <u>The Principal</u>	Witnessed (1) by:
Signature _____ (MANISH KHILAURIA, MD & CEO)	Signature _____ (Dinesh Pathak, Director – BTG Program)
<u>The Candidate</u>	Witnessed (2) by:
Signature _____	Signature _____
Name:	Name:
PAN/UIDN:	PAN/UIDN:

Enclosure:

Annexure: Project Management & Controls Modules

ANNEXURE TO TRAINING AND PLACEMENT GUARANTEE AGREEMENT

Project Management & Controls Modules

Module-1:

Project Management Basics

- A01 – Introduction
- A02 – Types of Organizations
- A03 – Project Life Cycle
- A04 – Project Management Processes
- A05 – Project Integration Management
- A06 – Project Scope Management
- A07 – Project Time Management
- A08 – Project Cost Management
- A09 – Project Quality Management
- A 10 – Project Change Management
- A 11 – Project Risk Management
- A 12 – Project Procurement Management

Module-2:

Inter-disciplinary Relationships

- B01 – Process & Operations
- B02 – Civil & Structural
- B03 – Plant Piping & Equipment
- B04 – Electrical & Instrumentation
- B05 – Construction Planning & Management
- B06 – Safety & Quality

Module- 3:

Planning, Scheduling & Monitoring

- C01 – Scope & Work Breakdown Structure
- CO2 – Planning, Scheduling & Monitoring
- C03 – Progress Measurement & EVMS.
- C04 – Budgeting & Invoicing
- C05 – Document & Material Controls
- C06 – Progress Reporting
- C07 – Resource & Productivity

Module- 4:

Software Tools

- D01 – Primavera P6
- D02 – Microsoft Project
- D03 – Microsoft Excel
- D04 – Microsoft Power Point
- D05 – Microsoft Word
- D06 – TILOS
- D07 – PowerBI

Module- 5:

Industry Overview (Any 4 out of below List)

- E01 – Pipeline & CGD
- E02 – O&G Upstream
- E03 – Refineries
- E04 – Petrochemicals
- E05 – Renewable Energy & Green Hydrogen
- E06 – Infrastructure
(Roads/Highways/Buildings/Railways/Metros etc.)
- E07 – Industrial Building (Sub-Station
/Control Centre)

Module- 6:

Soft Skill Development

- F01 – Corporate Etiquette
- F02 – Leadership
- F03 – Presentation
- F04 – Conflict Management