

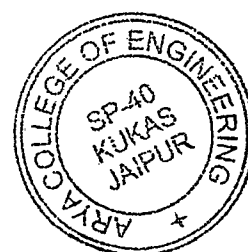


MEMORANDUM OF UNDERSTANDING (MOU)

UPSCALE DEGREE

&

Arya College of Engineering





This Memorandum of Understanding (MoU) is executed on the date last signed to be effective from 2/12/2024 between:

UPSCALE DEGREE, a brand under company Gyaniguru Learning Pvt Ltd incorporated under the Companies Act, 1956, having its brand office at **Basement, Plot 71, Kesar Vihar, Jagatpura, Jaipur** (hereinafter referred as "UPSCALE DEGREE" which expression shall, unless excluded by or represent to the context, be deemed to include its successors and assigns) party of the FIRST PART;

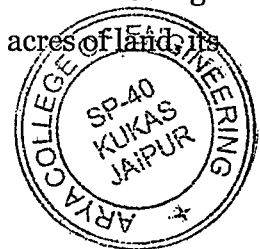
AND

Arya College of Engineering, is affiliated to Rajasthan Technical University (RTU, Kota) and approved by AICTE (hereinafter referred to as "Arya College") having its establishment at SP-40, Arya College Road, RIICO Industrial Area, Kukas, Rajasthan, INDIA (which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) party of the SECOND PART.

(UPSCALE DEGREE, Arya College are individually referred to as a party and collectively as parties).

WHEREAS:

- (a) **UPSCALE DEGREE** specializes in providing comprehensive training in technology and software development, covering a wide range of subjects including but not limited to programming languages, web development, software testing & automation, mobile app development, cloud computing, cybersecurity, and software engineering. In addition to hands-on training programs, UpScale Degree actively engages in various research and development initiatives to stay at the forefront of technological innovation and provide industry-relevant skills to students and professionals globally.
- (b) **Arya College** is a Higher Educational Institution named: Arya College of Engineering-ACE is amongst the foremost of Top Colleges in Rajasthan for Engineering in Higher Technical Education & Research with NAAC A+ grade. Established in the year 2005, in the State of Rajasthan, ARYA College of Engineering-ACE has evolved into the most prominent College in the state as well as the Best Engineering Colleges in Jaipur. Spread over 5 acres of land, its



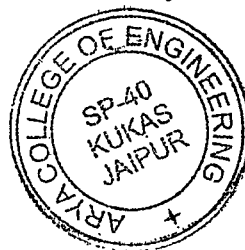


highly skilled faculties are imparting education and guidance to thousands of students in a multi-faceted environment comprising various Teaching Departments in its Campus. Since its establishment, the Institute has played a vital role in providing the best technical manpower and know-how to the country.

- (c) The Memorandum of understanding (MOU) is a statement of joint interest of both parties with the objective of fostering collaboration between the two institutions to promote academic collaboration and engagement. UPSCALE DEGREE & Arya College wish to enter an MOU wherein the Parties can explore possibilities of engagement & collaboration through the various engineering, technology & research capabilities offered by UPSCALE DEGREE leading to drive integrated problem solving.
- (d) The Parties intend to cooperate and focus their efforts on cooperation within the areas of skill-based education, training, internship, placement, expert lectures, collaborative research projects etc.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MoU, THE PARTIES HERETO AGREE AS FOLLOWS

1. **OBJECTIVES OF THE MOU:** The objective of this Memorandum of Understanding, inter alia is:
 - 1.1. to establish a collaborative relationship between UPSCALE DEGREE and Arya College to conduct a **Pay After Placement Model** training program for final-year students. This includes selection, training, assistance for internship & job opportunities. The roles and responsibilities of each party are outlined in subsequent sections.
 - 1.2. to promote interaction between UPSCALE DEGREE & Arya College of Engineering in mutually beneficial areas.
 - 1.3. Value added engagement from both parties to enhance the skills, knowledge and sharing industry best practices to the students of various disciplines of Arya College.
2. **PROPOSED MODES OF POTENTIAL COLLABORATION:** UPSCALE DEGREE and Arya College may collaborate through one or more of the following projects or any such other projects as may be mutually agreed in between the Parties:
 - 2.1. Summer internship to Undergraduate/Postgraduate Students of Arya College of Engineering.

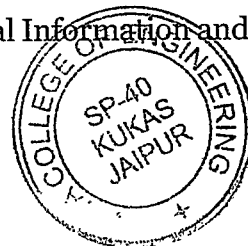




- 2.2. Visits of faculty of UPSCALE DEGREE for training, discussions or delivering guest lectures on subjects of mutual interest after agreeing on the fees for the lectures, trainings etc.
- 2.3. Visits of UPSCALE DEGREE employees and / or faculties to the Arya College for training, assessments, discussions and delivering lectures on industry practices and trends.
- 2.4. Short-term assignments, live projects to students of Arya College in **UPSCALE DEGREE**
- 2.5. Training / education of **Arya College Students** through education programmes conducted by UPSCALE DEGREE in areas of interest to UPSCALE DEGREE
- 2.6. Any short-term training, workshops, or lectures conducted by UPSCALE DEGREE that are requested by Arya College for **students not participating in the Pay After Placement (PAP) Program** will be subjected to a separate agreement. The fee for such sessions will be determined based on a per-day, per-training, or per-lecture basis and will be agreed upon by both parties before the session is scheduled.
- 2.7. Any other appropriate mode of interaction agreed upon between Arya College of Engineering and **UPSCALE DEGREE**

3. Confidentiality:

- 3.1. The term "**Confidential Information**" refers to any information disclosed by one party ("Discloser") to the other party ("Receiver"), pursuant to this MoU or otherwise, in written, graphic, machine-readable, or other tangible form, and marked as "**Confidential**" or "**Proprietary**" or in any other manner that indicates its confidential nature. Confidential Information may also include oral information, provided such information is designated as confidential at the time of disclosure, and the disclosing party provides a written summary of the oral information within 30 days after its disclosure, marked in a manner that indicates its confidential nature, and delivers it to the receiving party.
- 3.2. Throughout the term of this MoU, each party shall treat the other party's Confidential Information as confidential. Neither party shall use such Confidential Information except as explicitly permitted herein or as authorized in writing. Each party must implement reasonable procedures to prevent disclosure, unauthorized duplication, misuse, or removal of the other party's Confidential Information and shall not disclose





such information to any third party except as necessary to fulfill the obligations under this MoU. Each party shall use the same degree of care to protect the other party's Confidential Information as they use for their own confidential information of a similar nature.

3.3. Confidential Information does not include:

- 3.3.1. Information that was generally known or available to the public at the time of disclosure, or that later becomes available through no fault of the Receiver.
- 3.3.2. Information known to the Receiver, without restriction, at the time of disclosure, as evidenced by documentation in existence at the time of disclosure.
- 3.3.3. Information disclosed with prior written approval from the Discloser.
- 3.3.4. Information independently developed by the Receiver without the use of the Confidential Information, as evidenced by documented records.
- 3.3.5. Information obtained from a third party who had the right to disclose it without restriction.

3.4. If disclosure is requested by a court, administrative agency, or government body, the party required to disclose shall provide prompt advance notice to allow the other party to seek a protective order.

3.5. Upon the expiration of this MoU, both parties shall promptly return all materials in their possession that contain Confidential Information.

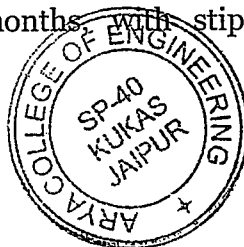
3.6. The confidentiality obligations will survive for three years following the expiration or termination of this MoU, except for intellectual property, trade secrets, or any Confidential Information subject to laws requiring perpetual confidentiality.

4. **Program Structure and Responsibilities**

4.1. **Program Structure:**

4.1.1. **UPSCALE DEGREE's Admission Test (UDAT):** This will serve as the selection criteria for students to participate in the program.

4.1.2. The Program would be of approx. 6 months and **Training** will run for 3-4 months, conducted at both Arya College and UPSCALE DEGREE's campuses. The program will include internships of 1-2 months with stipends based on student's performance.





4.1.3. Following the internship, students will undergo interview preparation and placement assistance to secure job offer(s) as per the terms mentioned in Undertaking.

4.2. **Fees and Payment (Arya College's Part):**

4.2.1. **Arya College's Payment Obligation:** Arya College shall pay **Rs. 2500 per student as Administration fee** within 2 weeks of starting the training. Any delays of more than 3 business days, would lead to putting the training on hold.

4.2.2. For subsequent training batches, Arya College and UPSCALE DEGREE will agree on the fee structure for similar programs.

4.2.3. **Student Fee Obligation:** The student will pay as per a separate undertaking agreement among Student, UpScale Degree & Arya College.

4.3. **NoC Requirement:** Arya College will not issue the final **NoC** to any student who participates in this program without obtaining a **No Objection Certificate (NoC)** from **UPSCALE DEGREE**. This **NoC** will confirm the student has either fulfilled their payment obligations or is exempted as outlined in this agreement.

5. **Program Repetition And Fee Structure:**

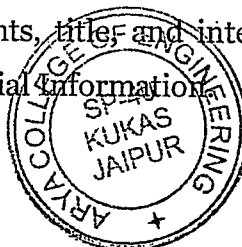
5.1. **Program Repetition:** The training program described in this MoU shall be conducted **every six months**, unless otherwise agreed by both parties.

5.2. **Fee Structure:** For each subsequent batch of students, the **fee structure and payment terms** may be revised through mutual agreement between UPSCALE DEGREE and Arya College. Any changes to the fee structure will be documented and signed off by both parties at least **30 days prior** to the start of the next program batch.

5.3. **Non-Sharing of Fees:** There will be no revenue or fee-sharing arrangement between UPSCALE DEGREE and Arya College for any **course, training, or lecture**, including the Pay After Placement (PAP) Program. All fees collected by UPSCALE DEGREE will remain solely with UPSCALE DEGREE, and Arya College will have no claim to any portion of such fees.

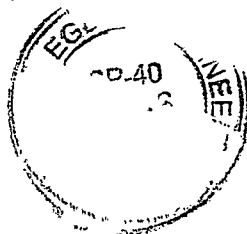
6. **Intellectual Property & Recording Rights**

6.1. **UPSCALE DEGREE** shall retain all rights, title and interest in any intellectual property (IP) generated using its Confidential Information.





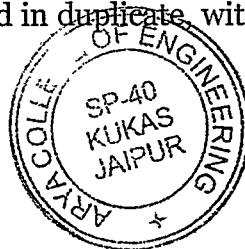
- 6.2. Arya College assigns to **UPSCALE DEGREE** all intellectual property rights, patentable or not, created in collaboration with **UPSCALE DEGREE**.
- 6.3. Upon request Arya College shall execute any necessary documents to assign patent, trademark, or copyright applications to **UPSCALE DEGREE**.
- 6.4. **Lecture Recordings:** UPSCALE DEGREE reserves the right to **record lectures** conducted under the **Pay After Placement (PAP) Program** or any other training programs provided to Arya College's students. These recordings may include video, audio, or both, and will be the sole intellectual property of UPSCALE DEGREE. Arya College will not have any rights, claims, or ownership over these recordings, and cannot use, distribute, or replicate them in any form without the explicit written consent of UPSCALE DEGREE.
7. **Non-Exclusivity:** The relationship between the parties is non-exclusive, and both parties are free to pursue other collaborations. However, for one year following the MoU's expiration, Arya College's faculty and students who worked with **UPSCALE DEGREE** may not engage in similar projects for **UPSCALE DEGREE's** competitors.
8. **Amendment to MoU:** No amendment to this MoU shall be valid unless made in writing and signed by authorized representatives of both parties.
9. **Term and Termination**
- 9.1. This MoU is valid for three years and may be terminated by either party with three months' prior written notice.
- 9.2. After termination, both parties shall maintain confidentiality regarding the information and intellectual property.
- 9.3. Upon termination, Arya College shall submit all supporting documents, working papers, and research information gathered during the collaboration.
- 9.4. **Termination does not absolve Arya College or the students from their financial obligations** under the terms of this MoU.
10. **Relationship:** This MoU does not create a joint venture, partnership, or employer-employee relationship between the parties.
11. **Assignment:** Neither party shall assign or transfer any part of this MoU or rights/obligations hereunder without the written consent of the other party.
12. **Force Majeure:** If either party is delayed or prevented from fulfilling its obligations due to force majeure (events beyond control, such as natural disasters, government orders,





etc.), the party affected shall notify the other party in writing and will be excused from performance to the extent affected by the event. .

13. **Governing Law & Dispute Resolution:** This MoU will be governed by the laws of India. Disputes shall be resolved through arbitration in Jaipur and / or Noida under the Arbitration and Conciliation Act, 1996, with proceedings conducted in English.
14. **Anti-Corruption:** Both parties agree to comply with all applicable anti-corruption laws, including the Indian Penal Code and other relevant laws. Arya College shall abide by **UPSCALE DEGREE's** Code of Conduct for Suppliers and Service Providers.
15. **Costs**
 - 15.1. **Infrastructure and Facility Usage:** UPSCALE DEGREE will not be liable to pay any charges for the usage of Arya College's infrastructure or facilities. This includes, but is not limited to, the use of **internet, electricity, hardware resources** (such as computers, laptops, etc.), as well as **auditoriums, lecture halls**, and other spaces required for the training program.
 - 15.2. **Incubation Space:** Arya College may provide UPSCALE DEGREE with dedicated space within their **Incubation Cell** at no cost. This space will be used by UPSCALE DEGREE's **Brand Ambassadors who are students of Arya College and UPSCALE DEGREE's staff** for their operations. UPSCALE DEGREE will be allowed to display its **branding, logos, and brand names** within and/or outside this space, ensuring visibility and representation. Arya College will not charge for the use of this space or its associated amenities.
16. **General**
 - 16.1. Both parties will designate a primary point of contact for project coordination.
 - 16.2. Arya College is solely responsible for obtaining necessary licenses and approvals for the project. **UPSCALE DEGREE** is not liable except for its limited contribution.
 - 16.3. Assets created under the project shall remain the exclusive property of **UPSCALE DEGREE** and shall not be alienated without written approval.
 - 16.4. **UPSCALE DEGREE** is entitled to claim compensation for any loss/damage caused by Arya College's breach of applicable laws or this MoU.
17. **Signed in Duplicate:** This MoU is executed in duplicate, with each copy having equal legal validity.





BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

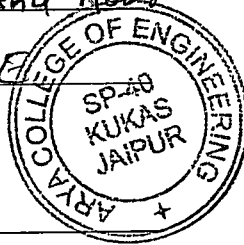
On behalf of

Arya College of Engineering, SP-40, Arya College Road, RIICO Industrial Area, Kukas, Rajasthan

By: [Signature]

Name: Dr. Himanshu Arora 21/12/24

Title: Principal, ACE



Witness1: [Signature]

(Dr. Tanya Manghani)

Witness2: [Signature]

(Shilpi Mishra)

On behalf of

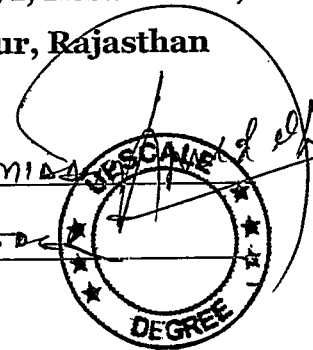
UPSCALE DEGREE

Basement, Plot 71, Kesar Vihar, Jagatpura, Jaipur, Rajasthan

By: [Signature]

Name: RAVI MISHRA

Title: Co-founder



Witness1: TRAPTI TANK

[Signature]

Witness2: [Signature]

veena mistry
[Signature]



REAP Code : 1011

ARYA College of Engineering (ACE)

Previously Known as Arya Institute of Engineering & Technology (AIET)

(Affiliated to RTU
Approved by AICTE, New Delhi)

- Main Campus, SP-40, RIICO Industrial Area, Delhi Road
Kukas, Jaipur - 302028 | Tel Ph. 0141-2820700

- www.aryacollegejpr.com
- Toll Free : 1800 102 1044

MOU ACTIVITY REPORT (ACADEMIC YEAR 2024-25)

TRAINING AND PLACEMENT UNDERTAKING

This Undertaking (hereinafter referred to as "Agreement") is made on this 22nd day of November, 2024 by and between:

UPSCALE DEGREE, a brand under company Gyaniguru Learning Pvt Ltd incorporated under the Companies Act, 1956, having its brand office at **Basement, Plot 71, Kesar Vihar, Jagatpura, Jaipur** (hereinafter referred as "**Company**")

AND

Jitender Mirdha s/o Prabhuram Jat , R/O Room no-203, Balaji boys pg , near Arya College, Kukas (302028), Jaipur, Rajasthan studying in **Arya College of Engineering, VII Semester of CS with Student Id 4211020072 & Aadhaar UID 8991-6240-3844** hereinafter referred to as "**Trainee**", collectively referred as "**Trainees**" which expression shall, unless repugnant to the context, include his/her heirs, administrators, and assigns.

WHEREAS:

- The Company offers training and placement assistance to trainees aspiring to pursue a career in the field of Software & Information Technology (IT).
- The Trainee is willing to participate in the training and placement program provided by the Company and is committed to abide by the terms and conditions specified herein.

NOW, THEREFORE, both parties hereby agree as follows:

1. Program Enrollment

1.1 The Trainee hereby enrolls in the course, **SDET - Full Stack QA** with an aim to secure a job placement in the Software & IT industry.

1.2 The Company agrees to provide comprehensive training as outlined in the program brochure or curriculum shared with the Trainee, covering technical skills, soft skills, and interview preparation.

1.3 The Company aims to train the Trainee so that the Trainee gets a job in the Software and IT Sector.

2. Duration of the Program

2.1 The training program shall commence on **21-Nov-24** and would be of duration of approx. 6 months, out of which the training would be of approx. 3 months and internship of approx. 3 months.

2.2 The duration may vary based on individual performance, additional training requirements, and the completion of program milestones.

2.3 JOB & Internship

2.3.1 The company aims to help the trainee to:

2.3.1.1 get the internship with a minimum stipend of **Rs. 7000 / per month**. All of the internships that the company would help the trainee to secure would have a pre placement offer from the organisation offering the internship, on the basis of the performance of the trainee.

2.3.1.2 get the Job, either during the program or after the program, with a minimum salary of **3 LPA**.

2.3.1.3 secure the job in the network of software organisations which as of date is in the states **Rajasthan, MP, Gujarat, Maharashtra, Delhi NCR, UP & Haryana** and the company is working towards rapidly increasing the network.

3. Pay After Placement (PAP) Model

3.1 Fee Structure: Under the PAP model, the College will initially bear the initial Administrative Fee of the training, the Company will bear the cost of the training, and the Trainee agrees to pay the training fee after the placement.

3.2 Payment Terms: Upon securing employment, the Trainee shall pay the training fee, which is 15% of the In-Hand Annual Component (which would be calculated as CTC - Income Tax - PF Deductions) (Any other deductibles would not be considered), according to the Fee Payment Schedule below.

Fee Payment Schedule

Fee Percentage: 15% of the annual In-hand salary

Total Fee: The Trainee will pay the fee in three instalments.

Instalment Breakdown:

- **Instalment 1:** The first instalment is due within a week after the Trainee receives his/her first salary.
- **Instalment 2:** The second instalment is due within a week after the Trainee receives his/her second salary.
- **Instalment 3:** The third instalment is due within a week after the Trainee receives his/her third salary.

Note: If due to certain reasons a trainee needs 4-5 months instalments, that option can be enabled by some additional charges.

3.3 Placement Requirement: The obligation to pay shall arise only when the Trainee gets placed successfully.

3.4 Deferred Payment Agreement: The Trainee acknowledges and agrees that failure to pay the training fee upon employment may lead to legal action and financial penalties along with an understanding that the trainee may be barred from getting the degree document from college.

4. Responsibilities and Conduct of the Trainee

4.1 The Trainee agrees to diligently attend all scheduled classes, complete assignments, and participate actively in all aspects of the training.

4.2 Any absence from the program must be communicated in advance and be supported with a valid reason, failing which disciplinary action may be taken.

4.3 The Trainee commits to uphold professional and ethical conduct throughout the program.

5. Placement Assistance

5.1 The **Company** will make reasonable efforts to place the **Trainee** with a reputed IT organisation including startups

5.2 The placement assistance will include resume building, interview preparation, and referrals to potential employers.

5.3 The **Company** does not guarantee placement within a specific time frame but assures diligent support until placement, subject to the **Trainee's** cooperation and performance.

6. Exit Criteria and Payment Terms for PAP Model

As part of the Pay After Placement (PAP) model, **Trainee** must adhere to the following exit criteria to fulfil his/her financial obligations:

6.1 Placement Requirement:

The **Trainee** in case receives multiple offers, should give priority to the offer received through the **Company's** partners, unless he has any offer that is quite higher value than the offer received though the partner companies of UpScale Degree.

6.2 Payment Obligation:

After securing a qualifying job, the **Trainee** is required to pay the agreed-upon fee as outlined in this contract. The total payable amount will be **15% of the Trainee's in-hand annual salary**, as per the **Fee Payment Schedule Outlined** above in clause #3. The Fee Payment Schedule specifies the payment percentage based on the chosen instalment plan mentioned above in clause #3.2

6.3 Failure to Secure Placement:

If the **Trainee** fails to secure a job within 6 months after completing the program:

- **No payment will be required**
- **Trainee** needs to keep him updated with the industry requirements, hence unless the trainee gets the job, He/She might need to repeat the classes and / or assignments and keep preparing for the interviews as per **Company's** directions.
- However, if the **Trainee** voluntarily withdraws from the placement process or refuses a suitable job offer, the **Trainee** will be liable to pay the full amount of **Rs. 75,000** plus a penalty of **Rs. 10,000**, as per the terms of this Agreement.
- The No Payment clause would become null and void, in case of the following conditions:
 - **Absenteeism Without Valid Reason:**
If the **Trainee** has unexcused absences from training sessions, workshops, or interviews, or fails to inform the **Company** in advance regarding such absences, the **Trainee** will be considered in violation of the program's terms. This includes non-participation in mandatory training or activities without a legitimate reason or prior approval. In this case candidate would pay the fee mentioned in clause #6.4

➤ **Failure to Attend Interviews:**

If the Trainee refuses to attend scheduled interviews, or intentionally skips, ignores, or reschedules interviews without valid reasons, the Company reserves the right to consider this an act of non-compliance with the placement assistance provided under the program. A valid reason must be communicated at least 48 hours in advance for rescheduling or cancellation of any interview. If any trainee, communicates for cancellation or rescheduling with a valid reason, but repeats this multiple times, then also Company will consider this an act of non-compliance with the placement assistance provided under the program. In this case candidate would pay the fee mentioned in clause #6.4

➤ **Lack of Interview Preparation:**

If the Trainee fails to prepare adequately for interviews or does not demonstrate a professional attitude or readiness for placement interviews (despite receiving prior guidance, resources, and support), the Company reserves the right to hold the Trainee liable for payment mentioned in clause #6.4

➤ **Negligence Towards Training:**

If the Trainee exhibits a lack of commitment, participation, or interest in the training program (e.g., taking the training lightly, not completing assignments, or failing to engage in activities required to improve technical and soft skills), the Company will consider this a breach of the agreement, and the Trainee will be subject to the payment terms as outlined in the agreement's clause #6.4

➤ **Failure to Follow Program Guidelines:**

If the Trainee does not adhere to the guidelines, rules, and schedules set by the Company during the program, or fails to meet the attendance or performance criteria as outlined in the training agreement, the Company will reserve the right to discontinue placement assistance and/or training program, and the Trainee will remain liable for the payment as per clause #6.4

➤ **Unprofessional Attitude or Behavior:**

If the Trainee displays unprofessional behaviour, a negative attitude, or a refusal to participate in required activities (such as assignment completion, interview preparation, resume building, or skills assessments), the Company will take this as an indication of lack of serious intent toward the placement process. In such cases, the Trainee will forfeit the benefits of the "No Payment" clause and candidate would pay the fee as per clause #6.4

➤ **Non-Compliance with Program Milestones:**

If the Trainee fails to meet essential milestones of the training program, such as completing required coursework, assignments, projects, or any other deliverables within the specified time, the Trainee will be liable for payment as per clause #6.4, as the failure to meet milestones signifies the Trainee's lack of commitment to the training process.

➤ **Voluntary Withdrawal from Placement Process:**

If the Trainee voluntarily withdraws from the placement process or rejects a job offer deemed suitable by the Company, without a justifiable reason, they will be required to pay the full fee as per the training agreement's clause #6.4

➤ **Repeated Delays In Response or Engagement:**

If the Trainee repeatedly delays responses to emails, interview offers, or other communication critical to the placement process, or does not engage in the program proactively, the Company will consider this as a failure to cooperate. This non-cooperation will result in the Trainee being liable for payment under the terms specified in clause #6.4

➤ **Failure to Maintain Minimum Performance Standards:**

If the Trainee fails to maintain the minimum performance standards set forth at the time of enrollment (such as skill assessments, interview performance, or training evaluations), he/she may forfeit his/her eligibility for the "No Payment" clause and become liable for the fee mentioned in clause 6.4

6.4 Fee Without Placement:

If the Trainee exits the program before securing a job (due to reasons mentioned in clause #6.3, personal reasons or failure to meet placement eligibility), the following fee would be applied:

- **Withdrawal Fee:** The Trainee will be liable to pay an exit fee of Rs. 75,000 plus a penalty of Rs. 10,000 to cover the costs of services and resources used during the training.

6.5 Job Offer Acceptance:

If the Trainee receives a job offer but chooses not to accept it:

- The Trainee will remain liable to pay the full amount of Rs. 75,000 plus a penalty of Rs. 10,000 if the Company has secured the offer.

6.6 Delayed Payments:

- **Late Payment Penalty:** Any delayed payment will incur an additional interest rate of 23.99% on the outstanding amount.

6.7 Job Switching:

If the candidate leaves the placed job before 5 months of joining:

- The candidate may still be required to pay the full amount as per the new offer letter, failing which may lead to legal action and financial penalties along with an understanding that the trainee may be barred from getting the degree document from college.
- The Company will no longer be liable to provide further placement assistance.

7. Confidentiality

7.1 The Trainee agrees not to disclose any confidential information or proprietary knowledge gained through the Company's training materials, content, or resources.

8. Limitation of Liability

8.1 The Company shall not be held responsible for any adverse outcomes or issues resulting from factors beyond its control, such as industry demands or individual performance during job interviews.

9. Dispute Resolution

9.1 Any disputes arising out of or relating to this Agreement shall be settled by mutual discussion. In the event that a resolution cannot be reached, the dispute shall be resolved through arbitration in **Jaipur and / or NCR Region**, in accordance with the Arbitration and Conciliation Act.

10. Governing Law

10.1 This Agreement shall be governed by the laws of **India**, and the courts at **Rajasthan and NCR Region** shall have exclusive jurisdiction.

11. Supremacy of MOU Terms

11.1 Superseding Agreement:

The parties acknowledge that a Memorandum of Understanding (MOU) has been executed between the **UPSCALE DEGREE** and **Arya College**. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the MOU, the terms outlined in the MOU shall prevail and supersede the provisions of this Agreement.

IN WITNESS WHEREOF, both parties have read and agreed to all terms above and hereby sign this Agreement on the day and year first written above.

For UpScaleDegree:

Signature: _____

Name: _____

Date: _____

For Trainee:

Signature: _____

Name: Tibender Mirdsa

Date: _____

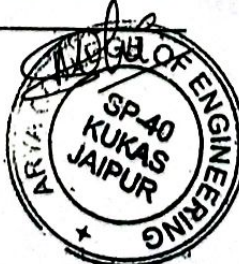
Father's / Guardian's Signature: _____

Father's / Guardian's Name: Prabhuram Jot

College Authorised Person Name: Meenakeshi Doolhich

College Authorised Person Signature with Stamp: _____

Date: 29/NOV/2024



TRAINING AND PLACEMENT UNDERTAKING

This Undertaking (hereinafter referred to as "Agreement") is made on this 22nd day of November, 2024 by and between:

UPSCALE DEGREE, a brand under company Gyaniguru Learning Pvt Ltd incorporated under the Companies Act, 1956, having its brand office at **Basement, Plot 71, Kesar Vihar, Jagatpura, Jaipur** (hereinafter referred as "Company")

AND

Ankit Kumawat s/o Ramkishor Kumawat, R/O Central Colony Road no. 9 VKI Area Plot no. R-13, **Jaipur, Rajasthan** studying in Arya College of Engineering, VII Semester of CS with Student Id 4211020028 & Aadhaar UID 4644-5209-7015 hereinafter referred to as "Trainee", collectively referred as "Trainees" which expression shall, unless repugnant to the context, include his/her heirs, administrators, and assigns.

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AND

Ritika Rajwar d/o Raban Rajwar , R/O 8-a, Agrasen Colony Shankar Nagar Amber Road Jaipur Rajasthan studying in **Arya College of Engineering, VII Semester of AI & DS with Student Id 4211050029 & Aadhaar UID 7953-0634-9303** hereinafter referred to as "**Trainee**", collectively referred to as "**Trainees**" which expression shall, unless repugnant to the context, include his/her heirs, administrators, and assigns.

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AND

[Anjani] s/o d/o [Sh. Ajay], R/O [Kukas, Jaipur] studying in **Arya College of Engineering, [VII Semester]** of **[Branch]** with **[Student ID]** hereinafter referred to as "Trainee", collectively referred as "Trainees" which expression shall, unless repugnant to the context, include his/her heirs, administrators, and assigns.

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Job Title: Fullstack SDET- I

Job Type: Full-time

Experience: 0 to 2 years

Number of openings: 25

About Us

Upscale Degree, the premier destination for comprehensive Software & IT training programs designed to empower individuals with the skills needed to thrive in today's tech & AI driven software industry. At Upscale Degree, we believe in fostering talent, igniting passion, and shaping the future through cutting-edge education. Our mission is to bridge the gap between formal technical education and industry demands by providing top-tier training in the field of Software Engineering, Information Technology and AI & Data Science and make them ready to start professional careers with the most relevant skills.

Job Summary

As a **Fullstack SDET-I**, you will work closely with our Product and Development teams to enhance the application architecture and ensure the quality of the final product. You will gain hands-on experience in software development, modern frameworks, and best practices while contributing to the development of a robust and scalable system.

Key Responsibilities

- **Code Writing & Maintenance:**
 - Regularly write, review and update code to ensure they reflect current functionalities and best practices.
- **Planning:**
 - Understand the project requirements and develop comprehensive plans.
 - Collaborate with developers to understand and implement automation testing needs.
- **Automation Tools:**
 - Design, develop, and maintain automated code / scripts using tools such as Selenium, TestNG, or similar frameworks.
 - Execute automated scripts and analyze the results.
 - Identify and report bugs in the issue tracking system (e.g., Jira, Bugzilla, etc.).
- **Continuous Integration (CI):**
 - Integrate automated tests into the Continuous Integration pipeline (e.g., Jenkins, CircleCI).

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SKILLS THAT PAY THE BILLS

- Collaborate with DevOps to ensure test environments are up-to-date and working properly.
- **Collaboration:**
 - Work closely with cross-functional teams, including product managers, other developers,, and SDETs to ensure seamless delivery of projects.
 - Participate in daily stand-ups, sprint planning, and retrospectives.

Qualifications

- **Education:**
 - Bachelor's degree in Computer Science, Information Technology, or related field or completed 6th Sem of Engineering Degree.
 - **Experience:**
 - 0 to 2 years of experience in the software field.
 - Experience in academic or internship projects is a plus.
-

Skills and Competencies

- **Technical Skills:**
 - Proficiency in at least one programming or scripting language (e.g., Java, Python, C#, etc.).
 - Good at OOPS Concepts, Collections, Loops, Operators and String Manipulation
 - Strong data structure, algorithms and coding skills.
 - Understanding of automation tools like Selenium or equivalent.
 - Knowledge of test automation frameworks (e.g., TestNG, JUnit).
 - Familiarity with CI/CD tools like Jenkins, GitLab CI.
 - Basic understanding of API testing (using Postman, RestAssured, or similar).
- **Soft Skills:**
 - Strong analytical and problem-solving abilities.
 - Excellent verbal and written communication skills.
 - Ability to work in a collaborative team environment.
 - Attention to detail and passion for quality.
- **Tools and Technologies:**
 - Experience with Version control systems (e.g., Git).
 - Familiarity with Issue tracking software (e.g., Jira, Trello) and Continuous Integration tools (e.g., Jenkins, CircleCI).
 - Good knowledge of databases and SQL.



Benefits

- Competitive entry-level salary.
- Paid time off.
- Comprehensive industry exposure and training.
- Professional development opportunities.
- Opportunity to work in an agile and dynamic team environment.
- Potential performance-based bonuses.

How to Apply

Please send your updated resume and a brief cover letter explaining why you're a good fit for the role to apply@upscale.degree or show your interest by filling the form at <https://bit.ly/arya-sdet>.

What We Offer

- **Mandatory:** 3 Months extensive training followed by paid internship (4-12 Weeks) and a prospective job offer.
- **Mentorship:** Guidance and support from experienced professionals in the field.
- **Learning Opportunities:** Hands-on experience with cutting-edge technologies and tools.
- **Work Environment:** A collaborative and inclusive workplace culture.
- **Career Growth:** Potential for full-time employment upon successful completion of the internship.