



STAT

BETWEEN

**Parvathaneni Brahmayya
Siddhartha College of Arts & Science**

An autonomous college under the jurisdiction of Krishna University, MTM.,
Siddhartha Nagar, Moghalrajapuram,
Vijayawada -520010, Andhra Pradesh, INDIA



AND

TalentMetrix and Consulting Solutions Pvt. Ltd.



STATEMENT OF WORK

This **Statement of Work** (here in after called as the 'SOW') is entered in to on this the **(Date: 1st May 2024)**, by and between

Parvathaneni Brahmaya Siddhartha College of Arts & Science, Siddhartha Nagar, Moghalrajpuram, Vijayawada 520010 Krishna District, Andhra Pradesh, India, the **First Party and** represented here in by its **Dr. M. Ramesh, Principal** (here in after referred as '**PBSCAS**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

AND

TalentMetrix and Consulting Private Limited (TalentMetrix), the Second Party, and represented herein by its Director Sri Ajay Namboodiri, (here in after referred as '**TalentMetrix**', the company which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

(First party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

TalentMetrix agrees to provide the Services as set out in this Statement of Work.

1. SCOPE OF WORK

PHASE 1:

Agile 3 Series Assessment (for Faculty):

- Collate Participant Data (Full Name, Email ID, Gender)
- Upload Data to TalentMetrix Platform
- Conduct Orientation Session for Participants
- Share Mailer with Login Credentials
- Share Status Updates and Reminders as required.
- Generate and Share Individual Reports
- Present Executive Summary
- Top 20-30 Mentors

Report Debrief (Faculty)

- Finalize Facilitator Schedule (date, time slots)
- Setup Group Debrief Sessions – Share Calendar Invites
- Execute Group Debrief Sessions

PHASE 2 :

Faculty Certification: CBMA

- Collate Participant List (Top 20-30 Mentors)
- Finalize Program Schedule (Two Training Days, Exam Days)
- Share Calendar Invites for Faculty Certification Program
- Conduct Certification Program
- Schedule Exams (Written Test, VIVA, Mock Debrief, KPI Evaluation)
- Conduct Exams and Evaluate Faculty Performance
- Share Certificates with Participants (who have cleared all Exams)
- Share finalized Faculty Grades with Institute (basis performance in Certification Program)

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Faculty Training

- Finalize Training Schedule (One Training Date)
- Share Calendar Invites for Faculty Training
- Conduct Training Program (Two Competency Areas)
- Communication Skills for Employability
- Training & Program Facilitation Skills

PHASE 3:

Agile 2 Series Assessment (for Students):

- Collate Participant Data (Full Name, Email ID, Gender)
- Upload Data to TalentMetrix Platform
- Conduct Orientation Session for Participants
- Share Mailer with Login Credentials
- Share Status Updates and Reminders as required
- Generate and Share Individual Reports
- Present Executive Summary
- Top Talent Identification
- Skill Competency Training

Report Debrief (Students)

- Finalize Facilitator Schedule (date, time slots)
- Setup Group Debrief Sessions – Share Calendar Invites
- Execute Group Debrief Sessions

PHASE 4:

Students Trainings & Placement

- **Top Talent Identification**
- **Employability Competency Trainings**
- **Corporate Out Reach Program**

2. CONTRACT PERIOD

1st May 2024 - 31st April 2026

3. DELIVERABLES

Agile Series Assessment (for Students and Faculty):

- Assessment Login Credentials
- Individual Report
- Executive Summary

Report Debrief (for Students and Faculty):

- 90-120 Minute Group Debrief with TalentMetrix Subject Matter Expert

Faculty Certification:

- Two-day Certification Program (Certified Behavioral Mentoring Analyst)
- Program Materials & Content
- Certificate of Accreditation (only for Participants who have cleared all Exams)
- Faculty Grades on Certification Program

Faculty Training:

- One-Day Training Program
- Communication Skills for Employability
- Training & Program Facilitation Skills

4. DELIVERY LOCATION

Vijayawada (Andhra Pradesh)

Execution will be conducted In Person and Virtual Conferencing Tools

5. SUPPORT REQUIRED

Agile Series Assessment (for Students and Faculty):

- Share accurate Participant Details – Full Name, Email ID, Gender
- Push Participants for Assessment Completion

Report Debrief (for Students and Faculty):

- Scheduling Sessions basis Facilitator and Participant availability
- Ensure Participants join calls for Debrief.

Faculty Certification:

- Scheduling Two-day Certification Basis Facilitator and Participant availability
- On-ground Logistics & Support
- Ensure Participants join calls for Exams.

Faculty Training: 7-10 days

- Scheduling One-day Training Program basis Facilitator and Participant availability
- On-ground Logistics & Support

6. CHARGES

S.No.	Product	Deliverables	Rate P.P (INR)	Units	Total (INR)
1	Agile Series Assessment & Report Debrief (for Students and Faculty)	- Assessment Login Credentials - Individual Report - 90-120 Minute Group Debrief with TalentMetrix Subject Matter Expert	975/-	TBF	/-
		- Executive Summary - Presentation to Leadership Team	750/-	TBF	/-
2	Faculty Certification	- Two-day Certification (Certified Behavioral Mentoring Analyst) - Program Materials & Content - Certificate of Accreditation	4,000/-	TBF	/-
3	Faculty Training	- One-Day Training Program - Program Materials & Content	999/-	TBF	/-

- All rates are per person (P.P)

ADDITIONAL CHARGES:

TalentMetrix and PBSCAS have agreed on a revenue sharing model of 15% Total Billing to PBSCAS if external training (sourced by TalentMetrix) is conducted on the PBSCAS Campus

No additional charges or costs are applicable within the scope of this agreement.

7. PAYMENT TERMS

- Payment Schedule:
 - 50% payable on project confirmation
 - 50% payable on completion of deliverables at each phase
- Payment to be released within 30 days from the date of invoice.
- All arrangements for meeting, debriefs & discussion to be arranged by PBSCAS.
- All travelling, boarding & lodging arrangement costs to be borne by PBSCAS.
- Cancellation Clause:
 - Professional fees will not be charged if prior notice of 15 days is provided.
 - 50% facilitation charge will be levied if notice period is 7 days and below.
 - All cancellation charges on travel, lodging or any other booking due to cancellation/change in program date, shall be borne by PBSCAS.

8. OTHER TERMS & CONDITIONS

TAXES

- a. Taxes will be added extra at the time of invoicing as per Government rules.
- b. For Services, TDS (Withholding Tax) as applicable, as per Indian law would be deducted at source and tax certificate will be issued after the end of the fiscal year.

CHANGE REQUEST PROCESS:

Any additional products, services, or consulting effort from TalentMetrix outside the scope of the current deliverables listed in this SOW, that is requested by PBSCAS, will need to be scoped out in another agreement and costed separately.

9. CONFIDENTIALY CLAUSES

TalentMetrix agrees that at no time (either during or subsequent to the Term of this Agreement) will TalentMetrix disclose or use, except in pursuit of the business of PBSCAS or any of its subsidiaries or affiliates, any Proprietary and Confidential Information of PBSCAS, or any subsidiary or affiliate of PBSCAS, acquired during the term of this Agreement. The term "Proprietary and Confidential Information" shall mean, but is not limited to, all information which is known or intended to be known only to PBSCAS, its subsidiaries and affiliates, and their employees, including technical and commercial information, know-how, sensitive business and financial information, any trade secrets, proprietary documents, business plans, process, structure or practices and any other information or data,

including but not limited to concepts, descriptions, design, drawings, samples, computer software and source code, reports, marketing strategies, performance results, technology or method, e-mail communications and other communications related to Services, product or services and any other information that should reasonably be recognized as confidential information of the PBSCAS whether disclosed orally, visually or in writing (including electronic transfer and by any media) or by inspection or by observation of materials, media or demonstration, irrespective of whether marked or not marked confidential of PBSCAS, its subsidiaries and affiliates, and their employees. TalentMetrix agrees not to remove from the premises of PBSCAS except as necessary for TalentMetrix to perform Services in accordance with the terms of this Agreement, any document, record, or other information of PBSCAS or its affiliates.

TalentMetrix agrees to return, immediately upon termination of the Agreement, any and all documentation relating to Proprietary and Confidential Information of PBSCAS and of others that is in the possession of TalentMetrix, in whatever format it may be maintained, whether provided to, or developed by, TalentMetrix during the course of their Services under this Agreement.

TalentMetrix will not (except in the normal course of the PBSCAS's business) publish any article or statement, deliver any lecture, or broadcast or make any communication to the press, including magazine publication relating to any matter with which PBSCAS may be concerned, unless TalentMetrix has previously applied to and obtained the written permission from PBSCAS. TalentMetrix shall raise any queries and seek the approval from PBSCAS only through the following Email ID principal@pbsiddhartha.ac.in

TalentMetrix further agrees to comply with the terms of any confidentiality agreement between PBSCAS and any of its existing or potential clients and suppliers.

Notwithstanding the foregoing, the restrictions contained in this Section shall not apply to any Proprietary and Confidential Information that (i) is a matter of public knowledge or prior personal knowledge (from a source other than a Party to this Agreement or its affiliate), (ii) is independently developed by a person not a party to this Agreement without the use, directly or indirectly, of Proprietary and Confidential Information, or (iii) is required by law or the order of any court or governmental agency, or in any litigation or similar proceeding to be disclosed; provided that the TalentMetrix shall, prior to making any such required disclosure, promptly notify the PBSCAS to permit the PBSCAS to seek an appropriate protective order and shall disclose only that portion of Proprietary and Confidential Information that is legally required to be disclosed; and shall exercise reasonable efforts to obtain assurance that such Proprietary and Confidential Information, which is disclosed, receives confidential treatment.

10. AMENDMENT / TERMINATION OF AGREEMENT

All/ any modification leading to changes in the SOW shall be considered only when accepted mutually in writing by TalentMetrix and PBSCAS by signing amendment to the SOW.

The SOW shall be terminated by either party upon written advance notice of 2 months or 60 days.

11. KEY CONTACTS

11.1 SERVICE MANAGER

	TalentMetrix – Project Manager	PB Siddhartha
Name	Shehnaaz Syed	<Input Details>
Telephone	9133696786	<Input Details>
E-Mail	shehnaaz.syed@talentmetrixsp.com	<Input Details>

	TalentMetrix – Project Management Office	PB Siddhartha
Name	Gayathry Kodeboina	<Input Details>
Telephone	8885675379	<Input Details>
E-Mail	gayathrykodeboina@talentmetrix.com	<Input Details>

11.2 ESCALATION POINT 1

	TalentMetrix – Project Manager	PB Siddhartha
Name	M Yogitha	<Input Details>
Telephone	9885581524	<Input Details>
E-Mail	yogitha.m@talentmetrixsp.com	<Input Details>

11.3 ESCALATION POINT 2

	TalentMetrix – Project Management Lead	PB Siddhartha
Name	Ajay Menon	<Input Details>
Telephone	9920207822	<Input Details>
E-Mail	ajaymenon@talentmetrix.com	<Input Details>

12. JURISDICTION:

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Vijayawada**.

13. PBSCAS ADDRESS FOR NOTICES

Copy of all notices under this SOW Order shall be sent to PBSCAS at the following address:

Address for Invoice Delivery:

Attn: Full Name Dr.M. Ramesh, Principal
Client Address P.B. Siddhartha College of Arts & Science
Street Name Moghalrajpuram, Siddhartha Nagar,
City-PIN VIJAYAWADA – 520 010
State, India Andhra Pradesh, India
CIN: U18100WB2005PLC106448

With a copy to:

Attn: Full Name Sri V. Babu Rao, Director
Full Address P.B. Siddhartha College of Arts & Science
Moghalrajpuram, Siddhartha Nagar,
VIJAYAWADA – 520 010
Andhra Pradesh, India

Client Contact for this SOW (Finance Team):


Name: Dr.M. Ramesh
Email ID: principal@pbsiddhartha.ac.in
Contact Number: 6305286670

Client Contact for this Statement of Work (Implementation Team):

Name: Dr.M. Ramesh
Email ID: principal@pbsiddhartha.ac.in
Contact Number: 6305286670

This SOW is agreed and accepted by:

PB Siddhartha,

By: 
Name: **KEVATHANENI BRAHMAYYA**
Title: **SIDDHARTHA COLLEGE OF ARTS & SCIENCE**
Date: **VIJAYAWADA - 520 010.**



TalentMetrix and Consulting Private Limited

By: **Ajay Namboodiri**
Name: **Ajay Namboodiri**
Title: **Director**
Date: **01.05.2024**

Digitally signed by Ajay Namboodiri
Date: 2024.04.26 10:20:00
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