

Cooperation Agreement for employing and training national cadres

This Agreement has been made and entered into by and between:

Saudi Information Technology Company, CR number 1010608119, its head office is located in Riyadh, Phone No. 011-8131100, fax No. 011-8131101, herein represented by Mr. Mohammed Abdulmuhsen Alsuhaim, hereinafter referred to as "**First Party**".

Prince Sultan University, with head office is located in Riyadh, Salah Eddin Qtr. Rafhaa St. Phone No. 4948300, P.O No. 66833, Riyadh 11586, herein represented by Dr. Ahmed Yamani, hereinafter referred to as "**Second Party**".

Introduction:

Whereas Saudi Information Technology Company (First Party) intends to recruit national fresh graduate cadres in Prince Sultan University Education for Employment Program and whereas Prince Sultan University (Second Party) wishes to cooperate with the First Party for preparing and training the said cadres. NOW THEREFORE, the parties agreed as to the following:

Article (1) Preamble:

The above preamble and any attached annexes shall be an integral part hereof and complementary thereto.

Article (2) Training Frame:

1. The training program shall include 30 to 40 (15-20 Men & 15 – 20 Women) trainees who shall be selected by both parties after passing the interviews.
2. The training program shall include teaching English Language, self – development skills in addition to specialized training according to the attached plan.
3. The Second Party shall train all trainees. However, first party may extend an employment offer during the program, which shall be tied to performance and completion.
4. The training program shall be held in the center of the Second Party in Riyadh for all trainees.
5. The on the job training (internship) shall be provided in the premises of the First Party in Riyadh city for all trainees in the program according to the attached plan.
6. The First Party shall hire the trainees who pass all of the program examinations. All successful trainees will obtain a completion certificate from the Second Party and international technical certificates (in the technical path) and the practical examination by the First Party.
7. The Second Party shall prepare the attendance reports for trainees and submit it to the First Party on weekly basis in order to review all training information, results and attendance. The trainee shall be considered absent if he does not attend the training. The First Party may follow up the trainees through inspectional visits to training centers of the Second Party or through the agreed coordinator if the parties agreed to assign a coordinator responsible for follow up.



Article (3) General Terms and Conditions:

1. This Agreement shall commence as at 25/12/2018, and remain effective until the end of training as per the attached plan.
2. Neither party may assign this Agreement or any article thereof with or without remuneration or assign any of the parties obligations to any other entity without obtaining prior written approval of the other party. For the sake of clarity, the First Party may assign with the consent of the Second Party to any of its affiliates or pursuant to a sale, merger, acquisition or amalgamation of all or a part of its assets.
3. Second Party shall notify the First Party for any withdrawal of any trainee under this Agreement for any reason within ten days from his absence date through an official letter addressed to the First Party.
4. Second Party shall bear all training costs that falls under the following academies (Cisco, Red Hat, VMWare, Oracle, SAP, Juniper, Microsoft and Huawei) as per the attached plan until the end of the program.
5. The parties shall be notified of all matters relating to this Agreement and method of implementation at the said addresses. In case of changing any of the parties addresses, shall send a written notice to the other party within 15 days.
6. This contract shall be subject to and interpreted in accordance with the applicable laws and regulations in KSA. If the parties disagreed regarding the interpretation or implementation of any article, they shall settle it amicably. If there no amicable settlement is reached, it shall be referred to binding arbitration under the rules of the International Chamber of Commerce, by a single arbitrator appointed under the said rules. The Venue of arbitration shall be Riyadh and the language of the proceedings shall be in English.

Article (4):

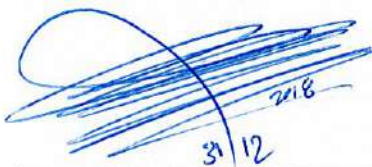
This Agreement is published in two duplicates, one for each party, composed of three pages to act accordingly. Any amendment to this Agreement, pursuant to mutually agreed revisions of the terms, by the Parties, shall be in writing and signed by both the Parties.

Article (5):

1. The Second Party shall keep all information shared by the First Party in strictest confidence. Upon expiration of this Agreement, the obligations of confidentiality of the Second Party shall continue to survive and the Second Party shall promptly return all such information and certify the same in writing.
2. Each party owns, and will continue to own all rights, title and interests in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this Agreement, or that it created or acquired independently of its dealings with the other party pursuant to this Agreement (collectively, "Preexisting Works").
3. First Party shall not be liable for any claims arising out of this Agreement, regardless of the nature of the claim, and expressly disclaims all liability for any direct, indirect, special, incidental or consequential damages.
4. Second Party shall defend, indemnify and hold the First Party harmless from any claims arising from its acts or omissions, breach of its confidentiality obligations, violation of any applicable laws, infringement of intellectual property rights or death or injury to person or tangible property.

5. The Second Party shall not directly or indirectly solicit, or cause to be solicited the employment of any employee of the First Party who is involved in the performance of its obligations under this Agreement.
6. No waiver of any provision of this Agreement shall be effective unless executed in writing. No waiver shall be deemed to be, or shall constitute, a waiver of a breach of any other provision of this Agreement whether or not similar, nor shall such waiver constitute a continuing waiver of such breach unless otherwise expressly provided in such waiver.
7. Second Party must not use the name, trademarks or logos of the First Party without that First Party's prior written consent. Any consent required may be given, withheld or made subject to conditions in the First Party's sole and unfettered discretion.
8. For the purposes of this Agreement and all services to be provided hereunder, each Party shall be, and shall be deemed to be, an independent contractor and not an agent or employee of the other Party. Neither Party shall have authority to make any statements, representations nor make commitments of any kind, or to take any action, which shall be binding on the other Party, except as be explicitly provided for herein or authorized by the other Party in writing.
9. Neither Party shall lose any rights hereunder or be liable to the other Party for damages or losses on account of failure of performance by the defaulting Party if the failure is occasioned by war, strike, fire, Act of God, earthquake, flood, lockout, embargo, governmental acts or orders or restrictions, failure of suppliers, proven illness or death or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence or intentional conduct or misconduct of the nonperforming Party, and such Party has exerted all reasonable efforts to avoid or remedy such force majeure; provided, however, that in no event shall a Party be required to settle any labour dispute or disturbance.
10. This Agreement shall be binding on the Parties. The Parties hereby acknowledges that this Agreement is confined to the general terms agreed between the Parties for mutual co-operation.

Best wishes,,,



Mohammed Abdulmuhsen Alsuhaime
Saudi Information Technology Company

Date: 24/12/2018



Dr. Ahmed Yamani, Rector
Prince Sultan University

Date: 24/12/2018



وكلية في
شركة السعوية
تقنية المعلومات

HCD@sitco.sa

Level	Sr.	Domain	Sub-domain	Training Name	Certification	Duration	Academy	First Day	Last Day
General Foundation Development	1	Interpersonal skills	Project management	Project Management, English and Soft skills	N/A	50	PSU	01/27/2019	04/04/2019
	2	Operating System	Windows	Fundamentals of a Windows Server Infrastructure	MTA - Windows Server Administration Fundamentals	5		04/07/2019	04/11/2019
				Networking and Security Fundamentals: Training 2-Pack	MTA - Networking Fundamentals & MTA - Security Fundamentals	5	Microsoft	04/14/2019	04/18/2019
			Linux	Fundamentals of Active Directory	N/A	5		04/23/2019	04/25/2019
				Active Directory: Services with Windows Server	N/A	5		04/28/2019	05/02/2019
				Automating Administration With Windows PowerShell	N/A	5		05/05/2019	05/16/2019
Focus Job-Role Path	3	Network	Network R&S	Red Hat System Administration I	Red Hat Certified System Administrator (RHCSA)	10	Red Hat	05/19/2019	05/29/2019
				Red Hat System Administration II		9		05/30/2019	06/06/2019
	4	Virtualization	Datacenter/ Cloud	CCNA Routing and Switching part 1	N/A	10	Cisco	06/09/2019	06/20/2019
				Implementing Cisco Network Security	CCNA Security	10		06/23/2019	07/04/2019
	5	Cybersecurity	Cybersecurity Foundation	VMware Data Center Virtualization Fundamentals & Enterprise Learning Subscription	N/A	10	VMware	07/07/2019	07/18/2019
				VMware vSphere: Install Configure Manage plus Optimize & Scale Fast Track	VMware Certified Professional 6.5 - Data Center	5		07/21/2019	07/25/2019
	6	Cybersecurity	Cybersecurity Foundation	Security Operations for the Software-Defined Data Center	VMware Certified Professional 6 - Network Virtualization	5		07/21/2019	07/25/2019
				Understanding Cisco Cybersecurity Fundamentals	N/A	7	Cisco	07/22/2019	08/05/2019
	7	Cybersecurity Resilience	Penetration Testing and Vulnerability assessment	Introduction to Cybersecurity	TBD	8	Holiday	08/06/2019	08/15/2019
				Internship		5	TBD	08/19/2019	08/22/2019
Practical Exercises	7	Cybersecurity Active Defence	Application Security	Cybersecurity Resilience	TBD	23	TBD	08/29/2019	08/29/2019
				Cybersecurity Operations	CCNA Cyber Ops	8	Cisco	09/15/2019	09/17/2019
	8	Real-life Scenarios	Hackathon Competition	Cybersecurity Active Defence	TBD	15	TBD	09/29/2019	10/17/2019
				Saudi Hackathon Competition	N/A	2	TBD	10/20/2019	10/21/2019
	8	Real-life Scenarios	Cyber Range	Cyber Range Workshop	N/A	3	TBD	10/22/2019	10/24/2019
						193	Total Duration Calendar Days		271 Days

Handwritten signature and date: 11/3/19