



राजस्थान RAJASTHAN



AL 362123

Agreement

This Agreement is entered into and is effective as of 26/12/2017 ("Effective Date"), by and between **IBM India Private Limited** (hereinafter referred to as "**IBM**") with Registered office at 12, Subramanya Arcade, Bannerghatta Road, Bangalore, Karnataka-560029 and

Techno India NJR Institute of Technology (Hereinafter referred to as "**Techno India NJR**") which is located in Techno NJR Knowledge Campus, Plot-SPL-T, Bhamashah (RIICO) Industrial Area, Kaladwas, Udaipur – 313003, Rajasthan. India.



For Techno India NJR Institute of Technology

(R.S. Vyas)
Director

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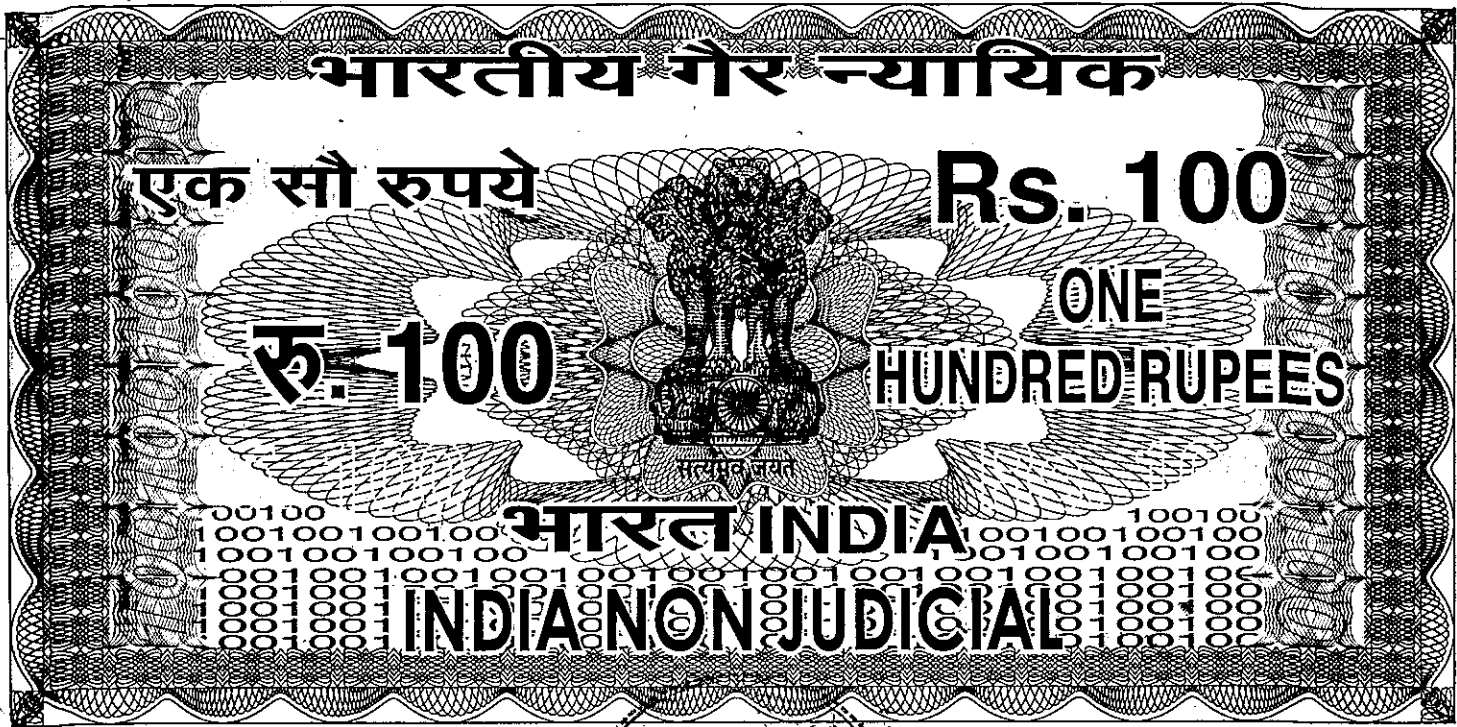
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 निम्नर इलाका

मुद्रांक विक्रेता
 गहश काठारी
 पश्चिम कोट परिसर, जयपुर
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राजस्थान स्टाम्प अधिनियम, 1998 के अन्तर्गत
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राजस्थान RAJASTHAN



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3. राजस्थान राज्य अधिनियम, 1959 के अन्तर्गत राजस्थान राज्य पर प्रयोजित अधिनियम	20
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IN 65422

Handwritten notes in Hindi, possibly "कमरे के अंदर" and "अच्छे अंदर" (Inside the room, Inside).

पिता का नाम (Father's name) जाति (Caste)

पिता का पता (Father's address) 3. 17

पिता का पता (Father's address) 2. 17

पिता का पता (Father's address)

Kavindra

पिता का पता (Father's address)

भुवनेश्वर (Bhubaneswar)

महेश काठार (Mahesh Kathar)

जयपुर कोर्ट परिसर, जयपुर (Jaipur Court premises, Jaipur)

दिनांक 1/1/04 (Date 1/1/04)

राजस्थान स्टाम्प अधिनियम 1900 के अन्तर्गत प्रमाणित कर प्रमाणित कार्यालय	
1. राजस्थान स्टाम्प अधिनियम 1900 के अन्तर्गत प्रमाणित कर प्रमाणित कार्यालय	10
2. राजस्थान स्टाम्प अधिनियम 1900 के अन्तर्गत प्रमाणित कर प्रमाणित कार्यालय	20
3. राजस्थान स्टाम्प अधिनियम 1900 के अन्तर्गत प्रमाणित कर प्रमाणित कार्यालय	✓

This Agreement shall be governed by the terms and conditions of the Agreement for Courses and Education Materials dated 26/12/2017 signed between IBM and Techno India NJR.

WHEREAS, Techno India NJR and IBM have agreed to work to incorporate certain Information Technology (IT) related curriculum into courses imparted by Techno India NJR;

WHEREAS, the parties have agreed that Techno India NJR shall elect to engage IBM as one of the primary and preferred technology provider for education support services and as stated in this Agreement.

NOW, THEREFORE, in order to ensure that the agreement between parties regarding the potential business relationship that is sought does not create any confusion or misunderstandings, the following items represent points agreed to by the parties through this Agreement to facilitate these evaluations and discussions.

1. Basis of the Agreement

IBM and Techno India NJR intend to setup an IBM Systems Center of Excellence (SCoE) at the Techno India NJR campus.

2. Roles & responsibilities, Deliverables and Phases

The roles and responsibilities of IBM and Techno India NJR, in connection with this proposed relationship are described in detail in the following sections of this Agreement.

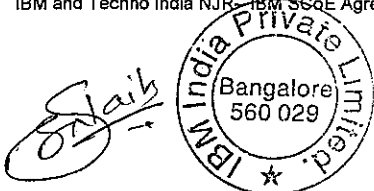
Annexure A: IBM Systems Center of Excellence (SCoE) Program

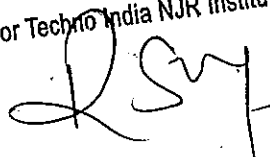
3. Financial Terms - Fees to be paid to IBM

In consideration of IBM performing its Roles and Responsibilities hereto, Techno India NJR shall pay a fee to IBM as described in detail in Section: Charges for the IBM System Center of Excellence (SCoE): inside Annexure A.

4. Termination

This Agreement will be valid for a period of three years unless terminated by a Party prior to such expiry of the Agreement in accordance with the terms of the Agreement. Either Party may terminate the Agreement with thirty days' written notice if the other Party commits a material breach of the terms and conditions enumerated in this Agreement and fails to cure the same within the aforesaid notice period. Notwithstanding such termination, all the batches of students admitted to these Programs during the currency of this Agreement will be taken to logical conclusion of their Program by both Parties wherein each Party would be bound to perform their Roles and Responsibilities as enumerated in this Agreement.



For Techno India NJR Institute of Technology

(R.S. Vyas)
Director

IBM may terminate this Agreement or SOW in full or in part, in the event;

- (i) The student enrollment count falls below the mutually agreed upon threshold as stated in Annexure C (Financial Terms - Fees to be paid to IBM).
- (ii) Of default or delay in any payment due from Techno India NJR to IBM.
- (iii) Of a Copyright/branding violation or a breach of any terms of the Agreement/SOW by the Techno India NJR.

Techno India NJR may terminate this agreement or SOW in the event:

- (i) IBM fails to deliver the mutually agreed upon number of T3's & webinars, per the deliverables listed in Annexure A.

5. Confidentiality

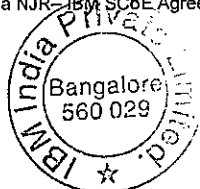
The existence and substance of this Agreement and the provision of services contemplated hereby will be kept confidential and will not be disclosed by any Party hereto to any third party without the prior written consent of the other Party hereto unless such disclosure is necessitated by due process of law. In all cases where disclosures are necessitated by law the other Party will be kept duly informed of the same. The notice should be sufficient so that the Party may obtain a protective order where required.

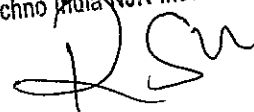
The Parties acknowledge that the exchange of confidential information by Techno India NJR and IBM in connection with this Agreement will be governed by the terms and conditions of "Agreement for Exchange of Confidential Information" (described under section 9 under this Agreement).

6. Limitation of Liability

Notwithstanding anything to the contrary contained herein or in the Agreement for Courses and Education Materials, circumstances may arise where, because of a default on IBM's part, Techno India NJR is entitled to recover damages from IBM regardless of the basis on which Techno India NJR is entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM's entire liability for all such claims will be as per the terms and conditions of the Agreement for Courses and Education Materials under which such Product or Service is acquired.

In no event will either Party be liable for any lost profits, lost savings, loss of data, lost business, indirect damages, incidental damages, or other economic consequential damages, even if advised of the possibility of such damages. In addition, neither Party will be liable for any damages claimed by the other party based on any third party claim except as provided otherwise or under the Agreement for Courses and Education Materials.



For Techno India NJR Institute of Technology

(R.S. Vyas)
Director

7. Publicity

IBM and Techno India NJR each agrees not to use the trademarks, trade names, services marks or other proprietary marks of the other party to this Agreement in any advertising, press releases, publicity matters, or other promotional materials without prior written approval of the other party.

In addition, each party agrees not to initiate or distribute any press releases, publicity matters or other promotional materials related to or referencing the subject matter of this Agreement without prior written approval of the other party.

8. Governing Law

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

9. Agreement for Exchange of Confidential Information

Our mutual objective under this Agreement is to provide protection for confidential information. i.e. information exchanged between the parties relating to this Agreement and marked as "Confidential" by the Discloser ("Information") while maintaining our ability to conduct our respective business activities. Each of the Parties agree that the following terms apply when one of us ("Discloser") discloses Information to the other ("Recipient").

9.1 Disclosure

Information will be disclosed either:

- 1) In writing;
- 2) By delivery of items;
- 3) By initiation of access to Information, such as may be in a data base; or
- 4) By oral or visual presentation.

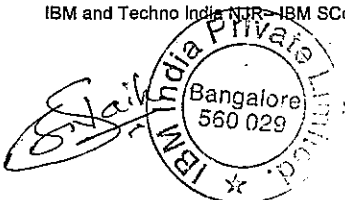
Information should be marked with a restrictive legend of the Discloser. If Information is not marked with such legend or is disclosed orally, the Information shall be identified as confidential at the time of disclosure.

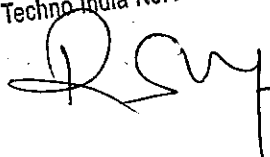
9.2 Obligations

The Recipient agrees to:

- 1) Use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and
- 2) Use the Discloser's Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.

The Recipient may disclose Information to:



For Techno India NJR Institute of Technology

R.S. Vyas
Director

- 1) Its employees who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of voting shares; and
- 2) Any other party with the Discloser's prior written consent.

Before disclosure to any of the above parties, the Recipient will have a written agreement with the party sufficient to require that party to treat Information in accordance with this Agreement.

The Recipient may disclose Information to the extent required by law. However, the Recipient will give the Discloser prompt notice, if possible, to allow the Discloser a reasonable opportunity to obtain a protective order.

9.3 Confidentiality Period

Information disclosed under this Agreement will be subject to this Agreement for two years following the initial date of disclosure.

9.4 Exceptions to Obligations

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

- 1) Already in its possession without obligation of confidentiality;
- 2) Developed independently;
- 3) Obtained from a source other than the Discloser without obligation of confidentiality;
- 4) Publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or
- 5) Disclosed by the Discloser to another without obligation of confidentiality.

The Recipient may use in its business activities the ideas, concepts and know-how contained in the Discloser's Information which are retained in the memories of Recipient's employees who have had access to the Information under this Agreement.

9.5 Disclaimers

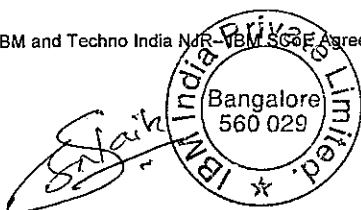
THE DISCLOSER PROVIDES INFORMATION WITHOUT WARRANTIES OF ANY KIND.


The Discloser will not be liable for any damages arising out of the use of Information disclosed under this Agreement.

Neither this Agreement, nor any disclosure of Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Discloser.

9.6 General

This Agreement does not require either of us to disclose or to receive Information.



For Techno India NJR Institute of Technology

(R.S. Vyas)
Director

The receipt of Information under this Agreement will not in any way limit the Recipient from:

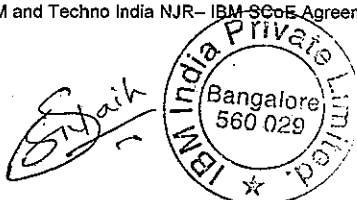
- 1) Providing to others products or services which may be competitive with products or services of the Discloser;
- 2) Providing products or services to others who compete with the Discloser; or
- 3) Assigning its employees in any way it may choose.

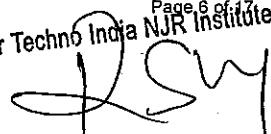
The Recipient will:

- 1) Comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations, and
- 2) Unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to this Agreement (including direct products of such technical information or software) to any prohibited destination or country (including release to nationals, wherever they may be located, of any prohibited country) as specified in such applicable export regulations. This paragraph will survive the termination or expiration of this Agreement and the confidentiality period above and will remain in effect until fulfilled.

10. General

- a) This Agreement ("Other Terms"), Agreement for Courses and Education Materials supersede all prior proposals and discussions on this subject and is the complete and exclusive statement of the agreement between the parties. In case of conflict between the terms of this Agreement, the terms of the Agreement for Courses and Education Materials, the terms of this Agreement shall prevail. This Agreement ("Other Terms") cannot be modified except by a written agreement signed by the authorized representative of each of the Techno India NJR and IBM India Pvt. Ltd. Any reproduction of this Agreement ("Other Terms") by reliable means will be considered an original of this document.
- b) Each party will be responsible for its own expenses in connection with these discussions.
- c) Except as set forth herein, there are no restrictions on either party as a result of these discussions and either party is free to pursue a similar business relationship with others at any time.
- d) Each Party will act as an independent contractor. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Neither Party may make any commitments binding on the other, nor may either Party make any representation that they are acting for, or on behalf of, the other.
- e) Both parties have obligation to ensure adherence to the present Agreement.
- f) Representation and Warranties of IBM:
IBM hereby represents and warrants to Techno India NJR that:



Page 6 of 17
For Techno India NJR Institute of Technology

(R.S. Vyas)
Director

- i) it has all necessary power and authority to enter into this Agreement and to fully perform its obligations hereunder.
 - ii) neither the execution of this Agreement nor the performance by it of any of its obligations including the Roles and Responsibilities hereunder will conflict with or result in a breach of any provisions of law, regulation, judgment, order, authorization, agreement or obligation or document binding on or applicable to IBM.
- g) Neither of the Parties may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent of the other Party. Any attempt to do so is void.

11. Arbitration

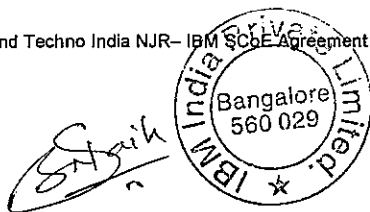
Except for seeking injunction from the court of competent jurisdiction, every dispute, difference, or question which may at any time arise between the Parties hereto or any person claiming under them, touching or arising out of or in respect of this Agreement/Agreement for Courses and Education Material, or the subject matter thereof will be referred to a sole arbitrator to be appointed by a mutual agreement between the Parties and if failing to agree to appoint such mutually acceptable arbitrator, to two arbitrators one to be appointed by each Party to the difference and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference. The decision of the arbitrators will be final and binding on the Parties. The arbitration proceedings will be conducted in accordance with Arbitration and Conciliation Act, 1996.

- a. The seat of arbitration will be Bangalore and the cost of arbitration will be shared by the Parties.

12. Indemnities:

Techno India NJR hereby unconditionally and irrevocably agrees, to indemnify, keep indemnified and save and hold harmless IBM, its directors, employees and agents from and against any and all losses, claims, damages, liabilities, expenses and disbursements (including all legal and other costs, charges and expenses) incurred by IBM in connection with this agreement whatsoever arising out of or resulting from any legal proceedings, civil suit, defense, or other action initiated or instituted in respect of or relating to the Techno India NJR agreement:

- (1) Infringement by Techno India NJR of IBM's or any third party's intellectual property rights;
- (2) Acts of negligence and misconduct of Techno India NJR, its directors, employees and agents resulting in loss of life or bodily injury, damage to real property;
- (3) Non-compliance by Techno India NJR of applicable laws;



For Techno India NJR Institute of Technology

(R.S. Vyas)
Director

- (4) Representations and warranties made by Techno India NJR not authorized by IBM;
(5) Techno India NJR conduct and/ or relations with any third parties.

"Notwithstanding anything contained herein above the Techno India NJR's indemnity in any case shall not extend to events beyond breach of agreement and it shall not extend to the events over which the party giving the indemnity i.e. Techno India NJR has no personal control."


This Agreement sets forth the understanding of the parties as of 26/12/2017 (date of signing the agreement).

Agreed to:

Techno India NJR

By

For Techno India NJR Institute of Technology



 (R.S. Vyas)
Director

Authorized Signature

Agreed to:

IBM India Private Limited

By

Authorized Signature

Techno India NJR Address:

Techno NJR Knowledge Campus,
Plot-SPL-T, Bhamashah (RIICO) Industrial
Area, Kaladwas, Udaipur – 313003,
Rajasthan. India.

IBM Address:

12, Subramanya Arcade, Bannerghatta Road,
Bangalore - 560 029. Karnataka, India.

After signing, please return a copy of this Agreement to the "IBM address" shown above.

Annexure A

IBM Systems Center of Excellence (SCoE) Program

1. Roles and Responsibilities

This section describes the roles and responsibilities of both IBM and Techno India NJR:

1.1. IBM's Responsibilities:

Following deliverables will be supplied by IBM and it's partner(s):

- Course ware
- Online Learning Management and Ecosystem Platform
- Education Delivery Assistance

Any software provided under this Agreement will be governed by the respective software licensing terms and conditions and shall remain unaffected by the terms of this Agreement.

a. Course ware: Proposed List of Tracks / Programs:

Curriculum consultancy and Courseware:

- Collaborative work on curriculum design for the Programs being launched jointly.
- IBM Courseware for each of the specialization courses under the Programs, kept up to date by constant curriculum inputs from industry mentors and IBMers.
- Availability of specialization courseware for Students enrolled under the Programs at Techno India NJR. The courseware will be made available prior to the intended delivery, in electronic form.

Certificate Tracks - Course Ware:

The following track will be provided access to through the online platform;

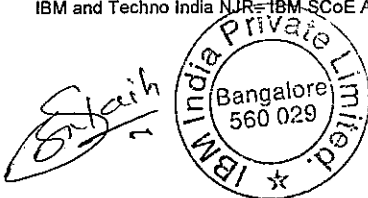
- Data Analytics Track

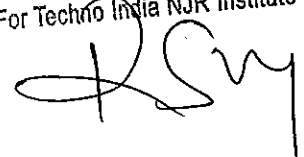
b. Online Learning Management and Ecosystem Platform:

- An online ecosystem platform provided by IBM through an IBM authorized partner will be the underlying framework for the engagement between IBM, Techno India NJR and the Techno India NJR students who take admission under the joint Programs.
- Using this platform, the students will access online Course material, Discussion forums and other online collaborative environment.
- All relevant course material pertaining to the IBM provided specialized programs will be made available to the students on this online platform. IBM to provide program access to the online platform for every student enrolled into the joint programs for the duration of the course fee charged.

-Techno India NJR will have the following;

- a. A local install license of the portal at the Techno India NJR campus.



For Techno India NJR Institute of Technology

R.S. Vyas
Director

- b. Support for the local install license over the internet.
- c. Version updates and upgrades when released and approved by IBM.

c. Education Delivery Assistance:

1. *Faculty Training:* Centralized Teach the Teacher (T3) program workshops will be conducted by Subject Matter Experts (SMEs) of IBM's program partner M/S Skills Gap Solutions Pvt. Ltd. This Teach the Teacher (T3) program will be for a maximum of 4 courses per specialization track.

- T3 Workshop to be delivered by IBM partner for each IBM specialization Subject in each Program.

- T3 workshops will be for a duration of 3 to 4 days, depending upon the IBM specialization subject credit hours.

- T3 Workshop will be delivered for a batch of maximum of 10 select faculty members of Techno India NJR campus.

- In case of repeat T3 courses or for new teachers, additional courses will be delivered by IBM partner on a chargeable basis which shall be handled via Project Change Control Procedure.

2. *Subject Matter Expert visits:* IBM to support in visit of the IBM / Partners' technology professionals to the Techno India NJR campus for student interactions. IBM will share the dates and session topics with Techno India NJR.

3. *Printed Courseware for Faculty:* IBM to provide 1 copy each of printed courseware books for IBM Specialization subjects for faculty members (maximum 5), who have attended and successfully completed the T3 session on the course subject and who will be covering that subject with the students at Techno India NJR.

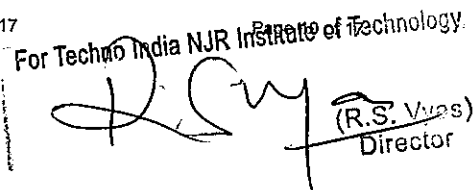
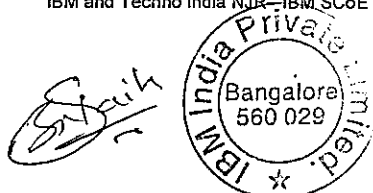
4. *Printed Courseware for Library:* IBM to provide 5 copies of the printed courseware books for IBM specialization subjects to the campus Library.

5. *Support from a program manager:* IBM Program Manager to ensure smooth execution of IBM/partner responsibilities.

6. *Certificate:* Certificate of completion to all students who go through the Program successfully.

Summary of the deliverables

Delivery component	Delivery details
Curriculum workshop	Once at the beginning of the engagement. Any further requirement for curriculum workshop/updates will be executed over the phone.
Teach the Teacher (T3) at Techno India NJR campus	Once per program per course for the upcoming course to be introduced for the first time. Each program specialization will have the maximum of four courses;
Industry Guest Lectures through the web (Webinars)	Four times per year.



Industry Guest Lecture F2F campus sessions at Techno India NJR campus	Twice per year.
IBM Program Manager / team visit to the campus	Once per year.
Poster competition	Once per batch in the campus announced by IBM. The competition will be announced and executed using the online ecosystem platform.
Certificate/Badge of completion (for Students)	One consolidated completion certificate/badge, on being informed by Techno India NJR, about the successful completion of the specialization track by the student(s) enrolled. The University/Institution represent and warrant that, they will provide accurate details on the number and details of the students who have completed the program, based on which IBM will issue the relevant certificates/badge of completion to those students.
Certificate/Badge of completion (for Faculty)	One completion certificate/badge for successful participation and completion for each Teach the Teacher (T3) program attended, on being informed by the university/institution and upon confirmation from the Subject Matter Expert who delivered the T3 program.
Courseware access	Relevant courseware and program access through the online ecosystem platform for the enrolled students and faculty team.
Labs	Advice/Suggest on the lab setup and lab instructions for students.
Courseware (Printed books) for faculty team	One time - 5 printed courseware books per course.
Courseware (Printed books) for Library	One time - 5 printed courseware books per course.

1.2. Techno India NJR's Responsibilities

IBM's performance under this Agreement will be predicated on the following responsibilities being fulfilled by Techno India NJR.

Prior to the start of the engagement, Techno India NJR will designate a person ("Point of Contact"), to whom communications relative to this agreement will be addressed and who will have the authority to act on Techno India NJR's behalf in all matters regarding this agreement.

Techno India NJR Point of Contact will:

i.) Assist in the curriculum management

- Nominate Curriculum Program Managers for each Program being run under this Agreement.
- Guide IBM Program team on curriculum inclusion and content development.
- Approve the jointly developed Curricula and courseware.



(R.S. Vyas)
Director

- Publish new Curricula for each batch as part of Techno India NJR Programs.

ii.) Manage the administration of the Program

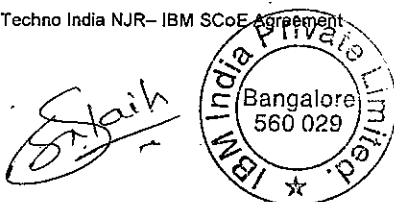
- Nominate a Single Point of Contact (SPOC) for coordination with IBM.
- Nominate Techno India NJR faculty for the courses under this Agreement, and to make them available for the centralized T3 workshops conducted by IBM partner.
- Program promotion through a structured Program campaign.
- Conduct the Admission Exams and appropriate Counseling, and select and enroll students, based on a high standard of admissions.
- Share the student data, for all students enrolled under this Program in the designated format, with IBM.
- Collect students' fees, and pay to IBM the agreed share as per this Agreement.

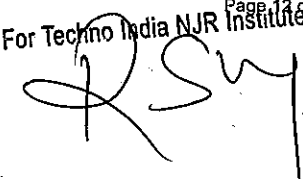
iii.) Execute the Course delivery

- Run and manage the delivery of classes and labs by competent faculty of Techno India NJR.
- Provide detailed session plans for the Programs to be provided to IBM.
- Provide access to required infrastructure for running the Programs as per IBM's specifications.
- Techno India NJR to own the issuance of the degree to the participating students.
- Manage quality of teaching at a high level of academic standards. The faculty will need to pass IBM's qualifying tests from time to time.

iv.) Other responsibilities

- Provide adequate computing infrastructure to the enrolled students for their Lab work.
- Provide adequate bandwidth to the students enrolled in the joint Programs, such that there is no response time constraints faced by them in using the cloud based platform.
- Manage suitable usage of the cloud based platform by students. Techno India NJR shall provide usage reporting of the cloud based platform at regular intervals.
- Manage excellent Placement record for students enrolled in the joint Programs.
- Techno India NJR has the responsibility to give the details of the students for every batch, 3 weeks before the classes for the batch begins.
- Techno India NJR will also be responsible for the communication to IBM of the successful completion of the program by any/all of the respective students, relying on which IBM will issue the completion certificate/badge.
- IBM's discharge of it's responsibilities under this Agreement is dependent on Techno India NJR fulfilling all of their responsibilities and that Techno India NJR will own the students responsibility if they fail to comply with any of their responsibilities or default on the payment. IBM may withdraw their services, if Techno India NJR



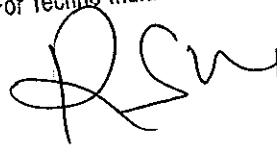
For Techno India NJR Institute of Technology

(R.S. Vyas)
Director

defaults on the payment and IBM will not be responsible for any student dissatisfaction / failure.

v.) University/Institution General Responsibilities

IBM's performance is dependent on Techno India NJR's management and fulfillment of its responsibilities under this SOW and the Agreement specified below, at no charge to IBM. Any delay in performance of Techno India NJR's responsibilities may result in additional cost and/or delay of the completion of the project covered by this SOW, and will be handled in accordance with the Project Change Control Procedure. Techno India NJR will:

- make appropriate personnel available to assist IBM/IBM partner in the performance of IBM's responsibilities;
- provide a suitable Seminar / Webinar (for Industry Guest lectures) room for the number of students equipped with proper acoustics and Audio/Video equipment's: Speakers, multiple Microphones for student Q&A sessions, Projector, Internet Connectivity with adequate bandwidth, Landline Telephone connection in the Seminar/Webinar room etc.
- provide IBM/IBM partner with the address and room details of the training location;
- provide a suitable training room for the number of students, including an adequate number of power sockets, an overhead projector and whiteboard and/or flipchart and connectivity to necessary systems and environments;
- provide the required equipment and installation (including hardware and software) to run the Course(s) detailed in Scope of Work for the duration of the Course(s);
- if required, provide IBM/IBM partner personnel with access at the Techno India NJR premises to set up the equipment for each course running in the campus on a day prior to the start of each course (this may include access outside of normal business hours);
- if applicable, provide safe access, suitable office space, supplies, furniture, high speed connectivity to the Internet, and other facilities for IBM/IBM partner's personnel while working at the Techno India NJR campus;
- be responsible for the secure storage of all IBM-owned hardware and software while at the Techno India NJR premises;
- allow IBM/IBM partner to cite Techno India NJR's name and the general nature of the Services IBM/IBM partner performed for the Techno India NJR to IBM/IBM partner's other clients/partners and prospective clients/partners as an indication of IBM/IBM partner 's experience, unless both Techno India NJR and IBM specifically agree otherwise in writing;
- agree that IBM and its subcontractors/partners may process the business contact information of the Techno India NJR, its employees and contractors worldwide for our business relationship, and the Techno India NJR has obtained the necessary consents. IBM will comply with requests to access, update, or delete such contact information;
- obtain any necessary consents and take any other actions required by applicable laws, including but not limited to data privacy laws, prior to disclosing any of its employee information or other personal information or data to IBM/IBM partner.



(R. S. Vyas)
Director

Techno India NJR also agrees that with respect to data that is transferred or hosted, Techno India NJR is responsible for ensuring that all such data adheres to the laws and regulations governing such data;

- be responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect your existing systems, applications, programs, or data to which IBM/IBM partner will have access during the Services, including applicable data privacy, export, import laws and regulations, and product safety and regulatory compliance for non-IBM products including those recommended by IBM. Techno India NJR is solely responsible for obtaining advice of legal counsel as to the compliance with such laws and regulations;
- be responsible for any data and the content of any database, the selection and implementation of procedures and controls regarding its access and use, backup and recovery and security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel; and
- acknowledge that any responsibilities not specifically stated in this SOW as IBM/IBM partner responsibilities are deemed out of scope.

1.3. Joint Responsibilities:

The commencement date for the above Programs will be mutually decided by University/Institution and IBM and announce it through the Techno India NJR website.

2. Phases and Schedule:

Techno India NJR will setup the IBM Systems Center of Excellence (SCoE) in October 2017.

The project will be executed as per the following Phase's:

Phase 1 (November 2017):

Activities to be completed in this Phase:

- Site readiness by Techno India NJR.
- Making available the Online Learning Management and Ecosystem Platform by IBM as described in Deliverables section 1b above.
- Selection of faculty by Techno India NJR.
- Supply of branding elements for the IBM SCoE by IBM.
- IBM SCoE program roll-out.

Deliverables from IBM for Phase 1:

- i) Provide access to online platform to Techno India NJR Management team.
- ii) Provide IBM Innovation Centre for Education – Systems Center of Excellence branding, which can be used by Techno India NJR for the promotion of the program.

Phase 2 (November 2017 – December 2019):

Activities to be completed in this Phase:



For Techno India NJR Institute of Technology

(R.S. Vyas)
Director

- Delivery of Teach the Teacher (T3) workshop for the selected IBM SCoE specialization track (listed in "Annexure A" under section 1.1(a.) Course ware: Proposed List of Tracks / Programs) for the select Techno India NJR Faculty team by IBM/IBM's partners.
- The T3s are to be conducted within 45 days from the day of signing of the agreement. Techno India NJR and IBM will work on a mutually agreed upon schedule to conduct the T3.
- Program roll out and Enrolment for SCoE specializations where T3s have been completed.

Deliverables from IBM for Phase 2:

- i) Delivery of Teach the Teacher (T3) workshop to the select faculty of Techno India NJR for the selected IBM ICE SCoE specialization track (listed in "Annexure A" under section 1.1 (a.) Course ware: Proposed List of Tracks / Programs).
- ii) Provide login information to the faculty team (who attended the T3 workshops) to access IBM ICE SCoE specialization courseware through the online ecosystem platform.

Enrollment of Students for the track for which T3's have been completed:

- Enrollment of students to select IBM SCoE specialization track.
- Provide online access to faculty and enrolled students to the select specialization courseware track.

Deliverables from IBM:

- i) Provide login information to all the enrolled students of IBM Innovation Centre for Education – Systems Center of Excellence program.
- ii) The enrolled students will access to the specific specialization courses, as per their enrollment details.

The location of the IBM SCoE will be inside the Techno India NJR campus.

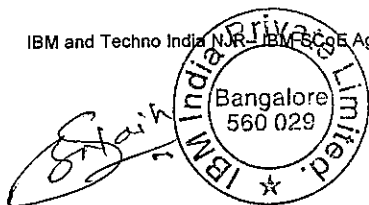
3. Charges for the IBM System Center of Excellence (SCoE):

a. Charges for Phase 1 Activities: Rs. 10,00,000 (Rupees Ten Lakhs only).

- Payment to be made by December 25, 2017.
- All applicable statutory taxes and duties to be borne by Techno India NJR.
- 100% payment to be made three weeks before the scheduled classes begins for the Batch.
- The advance payment for T3 workshop is non-refundable. However, it may be adjusted against the student fee, at the time of payment of the fee to IBM for the student enrollments for that the respective academic year.

b. Charges per student enrolled into the IBM SCoE Program (Phase-2):

- Techno India NJR will pay IBM Rs. 30,000/- per student per year (enrolling into any one of the IBM SCoE program track at Techno India NJR for the years 2017, 2018 & 2019).



For Techno India NJR Institute of Technology
 (R.S. Vyas)
 Director

- The student will complete the track in 1 year. 2 subjects per semester, which will be a total of 4 subjects.
- All applicable statutory taxes and duties to be borne by Techno India NJR.
- Program Fees to be charged from the student to be decided by Techno India NJR in consultation with IBM.
- Techno India NJR will not start a specialization batch, until the student enrollment for that batch is above 40.
- Techno India NJR will ensure that there is a 90 days gap between two batches for the same specialization course.
- 100% payment to be made three weeks before the scheduled classes begins for the Batch.

4. Payment Terms:

a. General Notes:

- There will be no price escalation till November 25th, 2017. If this agreement is signed after November 25th, 2017, the charges for the IBM SCoE program will be shared by IBM with Techno India NJR.
- All Phase payments to be made to IBM as per the Section 3 in this Annexure A.
- Techno India NJR will attempt to enroll at least 100 students in the first year, and a minimum of 150 students from the second year onwards into the IBM SCoE program.
- The actual payment to IBM by Techno India NJR (with respect to student enrollments) will be calculated on the basis of the charges provided under section 3b (Annexure A), depending upon the actual number of students enrolled into the batch.
- In the event of any payments not being made on or before the due date, IBM reserves its right to levy a late payment fee at the rate of 2% per month on the amounts overdue and suspend the services till the payment is received by IBM.
- All applicable statutory taxes and duties to be borne by Techno India NJR.
- Rates, charges or fees specified in this Agreement are exclusive of all taxes. If any authority imposes upon any transaction under this agreement, a duty, tax, levy or fee, excluding those based on IBM India's net income, then Techno India NJR agrees to pay that amount as specified in an invoice. IBM India shall pay all collected taxes to the appropriate taxing authority. If Techno India NJR supplies exemption documentation, acceptable to the taxing authorities, then IBM India shall not charge the aforementioned duty, tax, levy or fee. If the taxing authorities subsequently opine that IBM India should have charged such duties, taxes, levies or fees, Techno India NJR shall pay the same (including any interests, levies and penalties) as required by the taxing authorities. Except as provided above, the party that is liable for payment of any tax upon which interest and penalties are imposed, shall bear such interest and penalties.
- Techno India NJR shall deduct applicable taxes under the provisions of the Income Tax Act, 1961 ("the Act") in respect of the payments due to IBM India and remit such Taxes Deducted at Source ("TDS") to the credit of the Government Account,

Signature



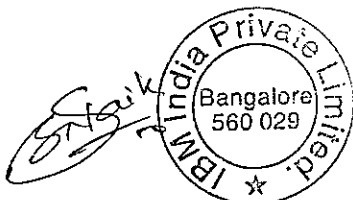
Page 15
For Techno India NJR Institute of Technology
Signature (S. Vyas)
Director

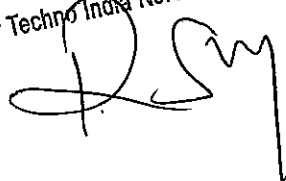
file quarterly TDS returns under the provisions of the Act or such other law in force, furnish TDS certificates and comply with any other requirement connected thereto as required under the provisions of the Act. Further, the Techno India NJR shall ensure that the Permanent Account Number ("PAN") of IBM India is quoted rightly in such quarterly TDS returns or any other document where the PAN of IBM India is required to be mentioned.

Furthermore, in the event of credit not being provided to IBM India in respect of such TDS on account of the Techno India NJR not mentioning the correct PAN of IBM India, the Techno India NJR shall file revised quarterly TDS returns so as to facilitate credit of such TDS to IBM India and in the eventuality of credit not being provided to IBM India in respect of such TDS on account of default/ non-compliance by Techno India NJR, Techno India NJR shall compensate IBM India to the extent to which credit is not provided to IBM India.

b. For Courseware and Program Access:

- Techno India NJR to send to IBM the names, email id's and specialization batch details of students enrolled in IBM programs, 3 weeks before the scheduled classes begins for the Batch, along with 100% advance payment as per the charges provided under section 3b (Annexure A).
- IBM to provide access to the 'Course ware' through the Online Learning Management and Ecosystem Platform within 2 weeks of receiving this list and 100% advance payment from Techno India NJR.



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