

## ADDENDUM TO STATEMENT OF WORK

This Addendum Agreement ("Addendum") is being entered into on 7th September, 2021 (Effective Date) by and between

**International Council of E-Commerce Consultants (EC-Council)**, with principal office located at 101c Sun Ave, Albuquerque, New Mexico, USA, 87109 and **JECRC University**, Jaipur, India, ("Partner")

as an Amendment to the EC-COUNCIL ACADEMIA TERMS AND CONDITIONS v2.1 and the Statement of Work dated 9<sup>th</sup> October, 2020 (hereinafter called the "Agreement").

### WHEREAS

The parties have entered into the EC-COUNCIL ACADEMIA TERMS AND CONDITIONS v2.1 and the Statement of Work dated 9<sup>th</sup> October, 2020 (the "Agreement") and do hereby desire to further amend the Agreement through this Addendum.

NOW, THEREFORE, the Parties hereby agree as follows:

#### **1. The following addition is made to the "Courses" paragraph of the Agreement:**

As a part of this SOW, EC-Council shall provide the following additional courses in the degree programme mentioned hereunder, which are being offered by the Partner in association with EC-Council, USA:

##### **B.Sc. (Hons.) Forensic Science**

- a. Certified Network Defender (CND)
- b. Certified Hacking Forensic Investigator (CHFI)
- c. Certified Incident Handler (E|CIH)

#### **2. The following addition is made to the "Deliverables by the Partner" paragraph of the Agreement:**

The Partner shall be responsible for providing the following Deliverables namely:

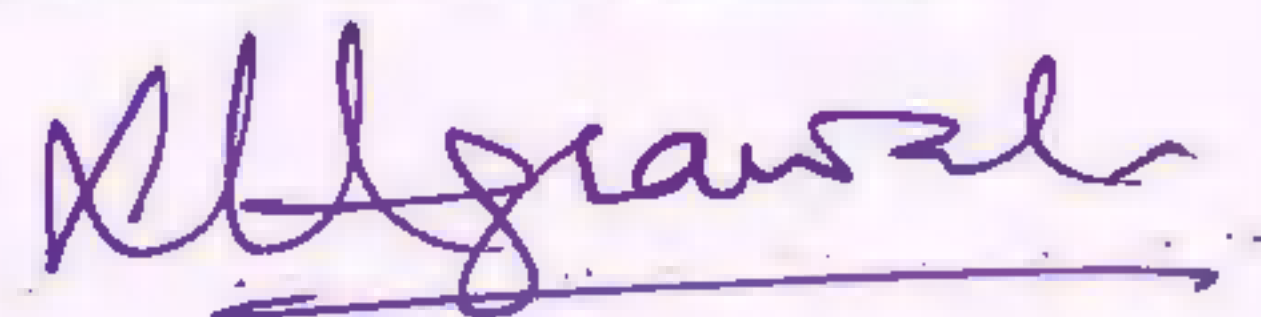
Names of students registered in Partner's B. Sc programs along with their email IDs.

#### **3. The following addition is made to the "Payments" paragraph of the Agreement:**

The parties agree to the following fees for the current batch enrolled into the following programs offered in association with EC-Council:

B.Sc. (Hons.) Forensic Science: INR Twenty Nine Thousand Nine Hundred Forty Only (INR 29,940 /-), per student

Except to the extent specifically modified herein, the Agreement remains unmodified and is hereby confirmed as being in full force and effect. The Agreement and this Addendum shall constitute the



**Registrar**  
JECRC University, Jaipur-303905



entire understanding between the Parties with respect to the subject matter.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum to the Agreement as of the Effective Date.

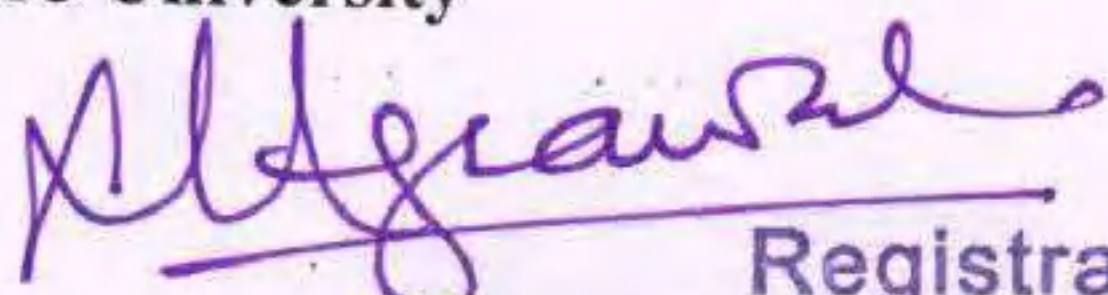
**For International Council of E-Commerce Consultants (EC-Council)**



\_\_\_\_\_  
Name: Sanjay Bavisi

Designation: President and CEO

**For JECRC University**



\_\_\_\_\_  
Registrar  
JECRC University, Jaipur-303905

\_\_\_\_\_  
Name: S. L. Agrawal

Designation: Registrar



# भारतीय गैर न्यायिक भारत INDIA

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FIVE HUNDRED  
RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

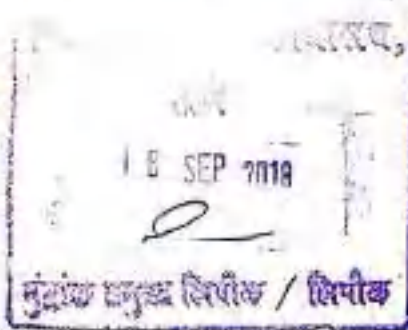


सत्यमेव जयते

महाराष्ट्र MAHARASHTRA

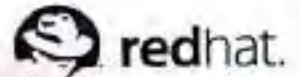
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AM 013416



## PARTNER ACCEPTANCE DOCUMENT INDIA

A-201, Supreme Business Park,  
Hiranandani Gardens,  
Powai, Mumbai - 400 076  
+91 22 61147588 | www.redhat.com



<p>Company name: JECRC University</p> <p>Address: Campus: Plot No.15-2036 to 2039, Ramchandrapura Industrial Area, Vidhani, Sitapura Extension, Jaipur - 303905 Rajasthan, India</p> <p>Contact name: Prof. (Dr.) Deepak Dembla Email: deepak.dembli@jecrcu.edu.in Telephone:</p>	<p>Red Hat India Private Limited.</p> <p>Contact Name: Abid Maloo</p> <p>Email: amaloo@redhat.com</p> <p>Tel.no. +91 -22-61147506</p> <p>Fax:</p>
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Territory
India

This Partner Acceptance Document, upon execution, authorizes you to participate in one or more of the Red Hat Partner Programs marked below in the Territory indicated above and sets forth the terms of your participation. If no Territory is identified above, the Territory will default to the country of your address above. The "Agreement" is comprised of this Partner Acceptance Document(s), the Partner Terms and Conditions, each applicable Program Appendix and transaction document(s) (which may be referred to as "Order Forms") entered into pursuant to these terms (collectively the "Agreement"). Additional Program Appendices may be added by executing additional Partner Acceptance Documents.



Head  
Department of IT & Computer Application  
JECRC University, Jaipur-303905

Applicable Program Appendices	Program(s)	Location of Program Terms
(mark all that apply)		
X	Red Hat Academy Program	Attached.

Applicable Terms and Conditions (choose only one)	Partner Terms and Conditions
X	The Partner Terms and Conditions set forth in the attached Appendix 1 and, if not attached, then as set forth at <a href="http://www.redhat.com/licenses/partners/">www.redhat.com/licenses/partners/</a> .

Additional Terms

Please sign below & send back original copy of the agreement to Red Hat Mumbai office. Each Party has executed this Partner Acceptance Document by its duly authorized representative and by its signature agrees to be bound by the terms of the Agreement.

### JECRC University

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Head  
Department of IT & Computer Application  
JECRC University, Jaipur-303905

### Red Hat India Private Limited

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

SOVIK BROMHA  
DIRECTOR FINANCE

11/10/18



**redhat**  
**BID DESK APPROVED**

Initials/Date

10/8/18



1. **Background and Purpose.** This Program Appendix ("Appendix") establishes the terms and conditions under which Partner will participate in the Red Hat Academy Program ("RHA" or "Program") in the Territory. Under the Program, Red Hat provides Partner an internet deployed and managed Curriculum, Software, and Services and Partner provides the facilities and Teachers and delivers the Courses to Students as set forth in this Appendix. Capitalized terms not defined in this Appendix shall have the meaning given to them in the Partner Agreement between the parties, including the Partner Terms and Conditions.

2. **Definitions.**

"Appendix" means this Red Hat Certified Training Partner Program Appendix, including the terms and conditions governing the relationship between the Parties as contemplated by this Appendix, and further subject to the terms and conditions of the Partner Acceptance Document ("PAD"), to which this Appendix shall be an attachment.

"Curriculum" means the Courses, Course Materials, Manuals, and any and all instructional content, assessment, tests, and instructional materials included therein whether in print or electronic format, provided by Red Hat as part of the Red Hat Academy Program.

"Course" or "Courses" means the specific courses or units of study that may be taught under the RHA and as set forth in Exhibit A, Exhibit C and as otherwise offered by Red Hat under the Red Hat Academy Program.

"Course Materials" means any and all instructional and educational content provided directly or indirectly by Red Hat, including without limitation designs, course names and numbers, course materials, Manuals, methodologies, software, scripts, processes, instructional materials, slides, notes, lab exercises, assessment tools, quizzes, tests, answer keys, scripts, files, instructor guides and/or any other materials in any format, provided in connection with the Curriculum whether distributed in print, electronic, or video format, including, without limitation, Student Kits, Exams, Exam Kits, and Exam Authorizations. Any of the foregoing may be modified by Red Hat, from time-to-time, at its sole discretion.

"Documentation" means user manuals, training materials, software descriptions and specifications, brochures, technical manuals, license agreements, supporting materials and other printed information provided in connection with the Learning Services, in any format.

"Effective Date" means the first date when both parties have fully accepted or signed the Partner Agreement including this Appendix.

"Exam" means a Red Hat performance based certification exam.

"Partner" means a qualified university, academic institution, or entity with a workforce development program that acquires the Red Hat Academy Subscription for its own use to be provided to Partner's Students and without the right to directly or indirectly sell, resell, remarket, or, in whole or in part, otherwise distribute Red Hat Academy. Eligibility of a Partner is determined at Red Hat's sole and exclusive discretion.

"Program Subscription Fee" means the annual subscription fee paid by Partner that provides Curriculum, Software and Services to the Partner and enables Partner to teach the Curriculum to Students as set forth herein or in separate mutually agreed order.

"Services" means Learning Services provided as part of the Program.

"Student(s)" is a person enrolled full or part-time in the Partner's school, institution of learning and admitted to a degree awarding program (e.g. diploma, or degree, program, or certificate program) and attends a Course as taught by a Teacher.

"Student Kit" means the individually printed and packaged, digital or online Course Materials required for one (1) Student enrolled in a single Course.

"Software" means Red Hat Enterprise Linux, JBoss Enterprise Middleware and other software programs branded by Red Hat, its Affiliates and/or third parties including all modifications, additions or further enhancements delivered by Red Hat.

"Teacher" is a Partner employee or contractor who meets all qualifications determined by Red Hat who teaches and instructs Courses for the Partner.



"Teacher Kit" means a set of materials, including a copy of the Red Hat Academy Student Kit as well as supplemental instructor materials, assembled by Red Hat solely for use by a Red Hat Academy instructor in delivering Red Hat Academy classes.

### 3. License and Ownership

- 3.1 **License Grant.** Upon Partner paying the applicable Fee(s), Red Hat grants Partner a non-exclusive, revocable, fully paid license, with no right to sublicense (including, but not limited to, sell), to use the Curriculum and Course Materials pursuant to the Agreement as follows: (a) distribution of Course Materials is limited to one (1) copy per Teacher and one (1) copy per Student; (b) Curriculum are provided solely for the use by Teachers and Students in the Course and such Curriculum may not be copied or transferred without the prior written consent of Red Hat; and (c) Curriculum must be taught sequentially and completed by Partner in no less than eight (8) weeks. The Curriculum shall not be used to teach or instruct to any person who is not officially enrolled as a Student and admitted to a degree, diploma, or certificate awarding program of Partner.

Notwithstanding the foregoing, all Curriculum is the sole property of Red Hat and its licensors, and are copyrighted by Red Hat unless otherwise indicated therein. Red Hat and its licensors will have sole ownership of any and all Curriculum including but not limited to methodologies, software, processes, or other intellectual property developed during the performance of the Services. Red Hat will provide Software for the use by the Partner and Students in the Course. Use of the Software is subject to the End User License Agreement set forth [http://www.redhat.com/licenses/rhel\\_rha\\_eula.html](http://www.redhat.com/licenses/rhel_rha_eula.html). The Services may only be used by Partner. Partner is solely responsible for providing prerequisite skills, assessing its Students' suitability for use of the Curriculum, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student and Teacher information. Partner hereby agrees that Software used outside of the Program is covered under terms and conditions of the Enterprise Agreement including Appendix 1, Subscription Services, set forth at [www.redhat.com/licenses](http://www.redhat.com/licenses), which may be amended from time to time by Red Hat in its sole discretion.

- 3.2 **Retained Rights.** No part of the Curriculum may be photocopied or duplicated by any means, whether photographic, or electronic, or mechanical, or sold or distributed in any other delivery format whether in print or electronic, or used as the basis for any other training product or service, without written permission from Red Hat. Partner's rights in the Curriculum are limited to those license rights expressly granted under this Appendix, and Red Hat retains all rights not expressly granted. Partner will not (a) modify the Curriculum in any manner; or (b) use the Curriculum for any purpose not specifically permitted by this Appendix. Red Hat and its licensors will own and retain all right, title, and interest in the Curriculum and all intellectual property rights inherent therein, including without limitation all changes and improvements requested or suggested by Partner, notwithstanding any use of terms such as "purchase", "sale", or the like within the Agreement. Partner represents and warrants that its use of the Curriculum will be to fulfill obligations under this Appendix. Any unauthorized use of the Curriculum will be deemed a material breach of the Agreement. Prior to providing Students with access to Curriculum, Partner will require each Student to sign or otherwise assent (in a binding manner) to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion. Partner's internal use of Courses or Exams is subject to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion.

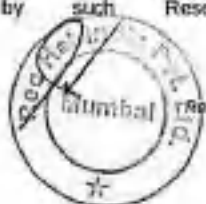
- 3.3 **Permitted Marks.** Partner may only use the logo(s) set forth in Exhibit B to the Program in conjunction with the promotion of Partner providing Red Hat Academy Courses to Students. Partner may not use the logo(s) in general advertisements or marketing materials that do not specifically address or support the sale of Courses under the Program.

- 3.4 **Copyright Notices.** Partner will ensure that all copies of the Curriculum in Partner's possession or control incorporate copyright and other proprietary notices in the same manner that Red Hat incorporates such notices in the Curriculum or in any manner reasonably requested by Red Hat. Partner will promptly notify Red Hat in writing upon its discovery of any unauthorized use of the Curriculum or infringement of the Curriculum or Red Hat's proprietary rights in the Curriculum.

- 3.5 **Use of Red Hat Software.** Any use of Red Hat Software is subject to Red Hat's standard agreements including the Enterprise Agreement set forth at [www.redhat.com/licenses](http://www.redhat.com/licenses), the applicable Red Hat End User Agreement(s) set forth at [www.redhat.com/licenses/eulas](http://www.redhat.com/licenses/eulas) and/or any other mutually signed written agreement with Red Hat as applicable.

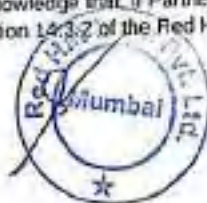
### 4. Fees and Payment

- 4.1 **General.** Any fees or charges ("Fees") will be due and payable by Partner in accordance with the Agreement. Partner may purchase from Red Hat directly, or through an Authorized Red Hat Reseller Partner. If Partner acquires Subscriptions, Courses and/or Services through a Red Hat Academy Program Reseller, the Fees for such Subscriptions, Courses and/or Services will be determined by such Reseller and may vary from the Red Hat Fees.





- 4.2 Direct.** If Partner purchases directly from Red Hat, Fees will be identified by Red Hat in an Order Form and are (a) due upon Red Hat's acceptance of an Order Form, and (b) payable in accordance with this section. All Fees are stated in United States Dollars. Partner must pay all Fees within thirty (30) days from the date of invoice, without regard for when, and whether, Partner collects payment from a Student. Fees do not include out-of-pocket expenses or shipping costs. Partner agrees to reimburse Red Hat for its reasonable expenses incurred in performing the Services including travel, lodging and non-routine supplies, in accordance with Red Hat's travel and expense policies. All Fees are non-refundable. Red Hat will invoice Partner upon Red Hat's receipt of a purchase order for any amounts due to Red Hat pursuant to this Agreement; provided, however, that the terms of such purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Red Hat reserves the right to change the credit terms or terminate the Agreement if Red Hat has not received payment within five (5) days of when it is due. Renewal Fees will be the same price listed in the Order Form.
- 5. Publicity.** Red Hat and Partner shall each have the right to identify Partner as a Red Hat Academy partner, provided, however, that for any press release, media alert, or other public communication, each party shall obtain the other party's review and written consent before publishing such information in any form.
- 6. Term, Termination, Mandatory Disclosure and Public Officials**
- 6.1 Term.** Unless otherwise specified in writing by the parties, the initial term of this Appendix shall be one (1) year (the "Initial Term"). Thereafter, the term for this Appendix shall renew for successive terms of one (1) year each (each, a "Renewal Term"), with each Renewal Term beginning on the anniversary of the Initial Term unless either party gives written notice to the other of its intention not to renew at least sixty (60) days prior to the commencement of the next term. As used herein, the Initial Term and each Renewal Term individually refer to a "Term" and collectively the "Appendix Term."
- 6.2 Termination.**
- 6.2.1 Termination for Breach.** Notwithstanding anything to the contrary Red Hat may terminate this Appendix as provided for under Section 13.2 of the Partner Terms and Conditions Appendix, or in the event (a) Partner fails to pay an invoice when due, (b) Partner commits a breach of this Agreement and fails to remedy that breach within 30 days of receipt of notice of breach, or (c) as otherwise provided in the Agreement. Partner may terminate the Appendix in the event Red Hat commits a material breach of the Appendix and fails to remedy such breach within 30 days of receipt of notice of material breach.
- 6.2.2 Termination for Convenience.** Either Party may terminate this Appendix, without prejudice to any other right or remedy, for any reason upon sixty (60) days notice in writing to the other Party.
- 6.3 Survival.** Upon expiration or termination, all rights and obligations of the Parties under this Appendix will terminate immediately except, Section 3.2, 3.4, 4.2, Section 3 of Exhibit A, and Exhibit C will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any Students.
- 6.4 Mandatory Disclosure.** For the avoidance of doubt, Partner may disclose the existence of this agreement and relevant terms, if it is required to do so by applicable law or regulation. Before disclosing the information, to the extent reasonably practical, Partner shall first notify Red Hat of the disclosure requirement (if it can provide notice without breaching any legal or regulatory requirement).
- 6.5 Public Officials.** The Parties acknowledge that if Partner is a public university or public education institution, notwithstanding the warranty to the contrary in Section 14.3.2 of the Red Hat Partner Terms and Conditions, Partner Officials may be government or public officials.



*[Signature]*  
Head  
Department of IT & Computer Application  
JECRC University, Jaipur-303905

**1. Red Hat Academy Subscription.** Red Hat Academy Subscriptions contain the following:


- (a) Authorization and access to, and use of, the Curriculum in accordance with the terms set forth herein. The Program Fee includes Curriculum and Fees for the initial two hundred (200) Students. Additional Student Curriculum access may be purchased on a per Student basis;
- (b) Exams and exam delivery are not included in the Red Hat Academy Subscription and may be purchased separately; and
- (c) A list of standard Course offerings in the Red Hat Academy Program is available from Red Hat or a Red Hat Academy Reseller.

**2. Partner Requirements.**

- (a) Partner is solely responsible for providing pre-requisite skills, assessing Student's suitability for use of the Course(s) and Curriculum, appropriate use of any Internet access, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student information.
- (b) Partner must notify Red Hat of the number of Students in each Course within one business day after the Course begins.
- (c) Partner will provide Students with access to Student software labs. Access to such labs may be purchased through a Red Hat Lab Partner, through a third party cloud hosting provider authorized to provide such software lab access, or may be provided by the Partner through its own resources.
- (d) Partner shall maintain at least one (1) Red Hat Certified Professional during the Appendix Term. Partner will notify Red Hat upon appointment or replacement of Red Hat Certified Professionals.

**3. Red Hat Academy Subscription Fees.** Partner shall pay the Program Fee, if applicable, annually, before the beginning of the Initial Term and each Renewal Term. Courses and additional services can be ordered by Partner from a Red Hat Academy Reseller. All Red Hat Services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such Red Hat Services shall be forfeited.

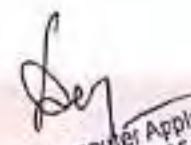


  
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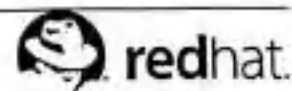


Red Hat Academy:



  
Head  
Department of IT & Computer Application  
JECRC University, Jaipur-303905

**EXHIBIT C**  
**RED HAT ACADEMY COURSES, AND ADDITIONAL SERVICES**



**Red Hat Services**

SKU	Title	Description	Price	Term
RHA100	Red Hat Academy Standard Program	Access for 200 students to approved Red Hat Academy courses	\$0	1 year
RHA101	Red Hat Academy Standard Program: Add-on Student	Access for 1 student to approved Red Hat Academy courses	\$0	1 year

Note 1: All Red Hat Academy Program services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such services shall be forfeited.



Head  
Department of IT & Computer Application  
CRC University, Jaipur-303805





Certificate No. GDX2020B4706

GRN No. 63124002



Stamp Duty Paid : ₹ 101

Penalty : ₹ 0

(Rs. Zero/Only)

**Seller / First Party Detail**

Name: Samatrix consulting pvt ltd

H.No/Floor : 311

Sector/Ward : 48

LandMark : Vipul trade centre

City/Village : Gurgaon

District : Gurgaon

State : Haryana

Phone: 98\*\*\*\*\*00


**Buyer / Second Party Detail**

Name : Jecrc university

H.No/Floor : Is2036

Sector/Ward : Na

LandMark : Ramchandrapura industrial area jaip

City/Village : Jaipur

District : Jaipur

State : Rajasthan

Phone : 98\*\*\*\*\*00

Purpose : Agreement between Samatrix Consulting Pvt Ltd Gurgaon and JECRC University Jaipur

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>

**Agreement – JECRC University and Samatrix Consulting Private Limited**

This agreement is entered on February 25, 2020 between JECRC University & Samatrix Consulting Private Limited and, effective from February 25, 2020

**JECRC University:**

JECRC University has its campus in Jaipur the capital city of Rajasthan and the famous tourist and business city in north-western India.

The 32-acre JU campus combines unique classical architecture and thoughtful layout and landscaping to create a perfect learning ecosystem. The campus is located around the prime industrial and institutional hub of Jaipur and is well connected with all parts of the city.

JECRC University is driven by the spirit of innovation-led research. This is spelt out in infrastructure as well as practices. The multifaceted research encompasses subject-specific exploration as well as the contexts of the business environment in which our students will

For Samatrix Consulting Pvt. Ltd.

Director/Authorised Signatory

Registrar  
JECRC University  
Jaipur-303905

operate and perform. JECRC is known for a strong research culture and close industry linkages.

JU aims at creating valuable resources for industry and society through its interventions in creation of research and innovative culture, academic and professional enhancement and cultural enrichment.

**Samatrix Consulting Private Limited:**

Samatrix Consulting Private Limited, incorporated on 7 January 2019 is classified as Non-Govt Company and is registered at Registrar of Companies, Delhi, bearing Corporate Identification Number (CIN) U74999HR2019PTC077667, with its registered address is 311, VIPUL TRADE CENTRE SOHNA ROAD, SECTOR -48 GURUGRAM Gurgaon HR 122018

**Background:**

The objective of Samatrix Consulting Private Limited is to bring the benefits of artificial intelligence and machine learning to everyone. Samatrix Consulting Private Limited works with researchers and academia to ensure that the technology can be used to help people.

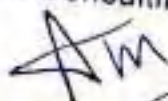
By harnessing the explosion in computational power and digital data, it has been focusing on developing state-of-the-art solutions and algorithms to enable natural interaction between human and machine that can augment and enhance human skills and agility.

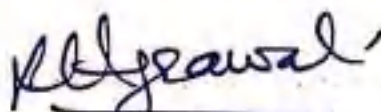
To harness the power of intelligent machines, it actively engages with research community by conducting technical conferences and workshops, and collaboration with universities and technical institutions in India. It's research groups include colleagues from industry and academia cover all the topics related to artificial intelligence to understand and advance the academic problems surrounding AI.

**SAMATRIX CONSULTING PRIVATE LIMITED AND JECRC UNIVERSITY:**

We share the common vision of empowering the candidates by imparting industry relevant skill sets and increasing their employability. To achieve our common goal, Samatrix Consulting Private Limited and JECRC University will collaborate to establish a Center of

For Samatrix Consulting Pvt. Ltd.

  
Director/Authorised Signatory

  
Registrar  
JECRC University  
Jaipur-303905

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Excellence in Data Science, Machine Learning & Artificial Intelligence on an exclusive basis on the following framework.

#### **ROLE OF SAMATRIX CONSULTING PRIVATE LIMITED:**

Samatrix Consulting Private Limited will offer subject matter expertise for establishing Industry focused Center of Excellence at JECRC University to impart knowledge (through an industry integrated curriculum) and help develop expertise in Machine Learning & Artificial Intelligence and Data Science, Data Analytics, and Data Visualization for Programmes as deemed appropriate and detailed in Annexure 1.

#### **ROLE OF JECRC UNIVERSITY:**

JECRC University will establish Industry focused Center of Excellence at JECRC University to impart knowledge (through an industry integrated curriculum) and help develop expertise in Data Science, Machine Learning & Artificial Intelligence. JECRC University shall provide required space and infrastructure and shall maintain confidentiality of proprietary/confidential information shared by Samatrix Consulting Private Limited used by JECRC University for training & education purpose.

#### **Review:**

JECRC University and Samatrix Consulting Private Limited shall jointly review the progress every quarter and the minutes of such reviews will be documented and will form the basis for subsequent actions to grow the business, including development of new products, curriculums and future developments.

#### **Other Terms and Conditions:**

1. The parties are responsible for their individual acts of commission and /or omission, due to their negligence, and non-compliance of statutory liabilities and obligations.
2. The engagement is on a principal to principal basis and no party shall hold each other as agent and or principal of the other for any liability
3. This engagement is not intended nor shall be construed as creating a joint venture, partnership or other form of business association.
4. For the term of this Agreement and for the period of six (6) months thereafter, without the prior written consent of the other party, neither party shall either directly or

For Samatrix Consulting Pvt. Ltd.

  
Director/Authorised Signatory

  
Registrar  
JECRC University  
Jaipur-303905

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indirectly solicit or entice away (or seek or attempt to entice away) from the employment of the other party any person employed (or any person who has been so employed in the preceding six (6) months) by such other party in the provision or receipt of the Services.

5. **Term:** This Agreement is valid for the period of four year till all the enrolled students in the above-mentioned program are graduated. JECRC University will launch new sessions and enrol new students in the above-mentioned program in association with Samatrix Consulting Private Limited for next five years from starting year of execution of this program. In case the agreement is not renewed, students admitted till expiry of the agreement will be taught out till conclusion of their programs at prevailing rates per student per semester.

6. **Confidentiality of Relationship and Information:**

The parties shall severally take care to ensure that the information provided by the other party remains confidential and further agree not to use the Confidential Information for any purpose other than the purpose for which it is intended. The parties shall not disclose any Confidential Information to anyone other than the employees of either organization being duly authorized to receive such Confidential Information. This clause shall survive even after this Engagement.

7. **Trade Marks, Trade Names and IPR's**

The parties hereby acknowledge and confirm that all intellectual property rights including but not limited to the trademarks, service-marks, copyrights, trade names including their respective corporate names, brand name or any part thereof (hereinafter collectively referred to as "Intellectual Property") are owned / possessed by respective owners/Parties and nothing contained in this Engagement shall, unless specifically provided in writing, be deemed to authorize the other party to use or give any right in respect of any of the Intellectual Property of the respective owners.

The parties shall not use in any manner whatsoever, any of the Intellectual Property of other party, whether registered or not except as expressly authorized in writing and such authorization shall be restricted to the purpose of providing training to the enrolled students and shall elapse immediately after the termination of this agreement or for the course period of such enrolled students whichever is earlier.

The parties shall strictly comply with requirements and specifications relating to the display of any Intellectual Property including logo, trademark, copyrights and its distribution thereof.

For Samatrix Consulting Pvt. Ltd.

  
Director/Authorised Signatory

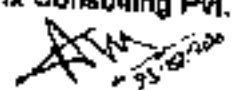
  
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Jaipur-303905


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8. This agreement can be terminated by either party upon a written notice of at least 180 days before the intended date of termination unless extended or terminated earlier. In such case JECRC University shall release all the pending payments to Samatrix Consulting Private Limited within thirty (30) of expiry or termination. Notwithstanding such termination, all students admitted to these programs prior to such termination shall be taught out by both parties wherein each party would be bound to provide its services as enumerated in this Agreement.
9. Henceforth, Samatrix Consulting will not enter into a new MoU for offering degree programs in the aforesaid specializations with any other University in Jaipur city for next 2 academic years.
10. Samatrix Consulting will provide Faculty Development Program to the concerned faculties of JECRC University for a period of three days in a year by subject experts.
11. Upon the expiry or termination of this Engagement for any reason, the parties shall immediately cease and desist for all time from any use of or reference to the Intellectual Property of the other party. The parties acknowledge and confirm that all materials given by them whether in printed, written or electronic form, constitute copyright ownership of respective parties and reproduction in any form or by any means mechanical or electronic including photocopying, recording or by any information storage or retrieval system is not permitted and shall constitute a breach of the terms of this Engagement warranting such steps as may be deemed appropriate including but not limited to termination of this Engagement.
12. **Dispute jurisdiction and resolution:**  
Any and all differences and disputes whatsoever arising between the parties shall in the first instance be resolved mutually between the parties and in the event of a non-resolution the matter may be referred to arbitration to a person jointly appointed by the parties as per the law relating to arbitration in India and the decision of the arbitrator shall be final and binding on all parties. The arbitration proceedings shall be held in New Delhi.  
All disputes shall be governed in accordance with the laws prevailing in New Delhi. Only competent courts within New Delhi shall have jurisdiction to try any suit or proceedings whatsoever arising or in any way connected with this Engagement.
13. **Assignment:**

For Samatrix Consulting Pvt. Ltd.

  
Director/Authorized Signatory



Registrar  
JECRC University  
Jaipur-303905

Neither party shall, without the other's prior written consent assign, change, charge or otherwise transfer or delegate or share the rights, obligations or any provision of this Engagement to any other person.

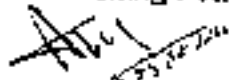
**14. Force Majeure:**

Neither Party shall be liable for any delay or default in performing any of its obligations and if such delay is due to bandh, strikes, riots, natural calamities, any other act of God or unforeseen circumstances. However, payment of money dues shall not be covered by the Force Majeure condition.

IN WITNESS WHEREOF this MOU has been executed by the duly authorised representative of each Party on the day, month and year first above written.

**For Samatrix Consulting Private Limited**

For Samatrix Consulting Pvt. Ltd.



Director/Authorised Signatory  
Authorized signatory with seal

**For JECRC University**



Authorized signatory with seal

**Registrar**  
JECRC University  
Jaipur-303905

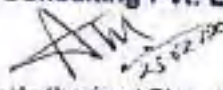


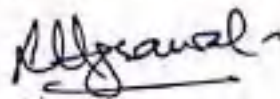
## ANNEXURE – 1

Samatrix Consulting Private Limited will offer subject matter expertise for establishing Industry focused Center of Excellence at JECRC University to impart knowledge (through an industry integrated curriculum) and help develop expertise in Data Science, Machine Learning & Artificial Intelligence for following Programmes as deemed appropriate

- i. Samatrix Consulting will jointly develop the semester track(s) along with JECRC University, namely;
  - a. 4 Years B. Tech in CSE with specialization in Data Science
  - b. 4 Years B. Tech in CSE with specialization in Artificial Intelligence and Machine Learning
  - c. 3 Years BCA with specialization in Data Science and Data Analytics
  - d. MCA with specialization in Artificial Intelligence and Machine Learning
  - e. MCA with specialization in Data Science and Data Analytics
  - f. 3 Years BBA with specialization in Data Analytics and Data Visualization
  - g. 2 Years MBA with specialization in Data Analytics and Data Visualization
- ii. The minimum intake for the courses as mentioned in clause (i) would be 15 each. However, if the number of enrolled students in an academic year is less than 15 students, Samatrix Consulting will reduce the number of sessions while maintaining the number of contact hours. There will be no obligation to execute a batch in case the number of students enrolled is below a reasonable number.
- iii. In case the course is offered, both the parties will ensure to continue the course for the period till all the enrolled students in the above-mentioned program are graduated.
- iv. Samatrix Consulting will dedicate experienced trainers (well qualified and with a minimum experience of 6 years in the concerned domain) to run the classes at JECRC University at mutually agreed time and periods for each semester for such specialized subjects in Artificial Intelligence, Machine Learning, Data Science, and Data Analytics as developed in accordance with clause no. (i).
- v. Samatrix Consulting will take care of the travel (including local transportation) for any of the visiting trainers. JECRC University will arrange the boarding and lodging of the trainer within the campus.
- vi. Samatrix Consulting Private Limited will provide placement assistance and internship assistance to the enrolled students.

For Samatrix Consulting Pvt. Ltd.

  
Director/Authorised Signatory

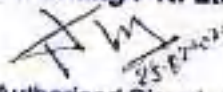


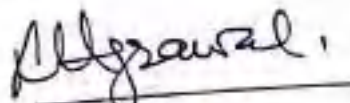
Registrar  
JECRC University  
Jalpur-303905

Page | 7

- vii. Samatrix Consulting will charge (inclusive of applicable taxes) as follows for the specialized tracks as given in point (i) from the start of course to JECRC University for developing and running the specialized tracks.
- a. B. Tech in CSE with specialization in Data Science - Rs 25,000 per student per annum
  - b. B. Tech in CSE with specialization in Artificial Intelligence and Machine Learning - Rs 25,000 per student per annum
  - c. BCA with specialization in Data Science and Data Analytics -Rs 20,000 per student per annum
  - d. MCA with specialization in Artificial Intelligence and Machine Learning - Rs 24,000 per student per annum
  - e. MCA with specialization in Data Science and Data Analytics - Rs 24,000 per student per annum
  - f. MBA with specialization in Data Analytics and Data Visualization- Rs 24,000 per student per annum
  - g. BBA with specialization in Data Analytics and Data Visualization - Rs 20,000 per student per annum
- viii. Samatrix Consulting Private Limited will raise invoice on half yearly basis at the beginning of each semester. JECRC University will release the payment within 30 calendar days of receiving the invoice.
- ix. JECRC University will co-brand Samatrix Consulting in the promotional material for the tracks as mentioned in clause (i)

For Samatrix Consulting Pvt. Ltd.

  
Director/Authorised Signatory



Registrar  
JECRC University  
Jaipur-303905





**Dr. B. Lal Institute of Biotechnology**  
**An Exclusive Biotechnology Institute**

## **MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN**

**JECRC UNIVERSITY, JAIPUR, INDIA**

**AND**

**DR. B. LAL INSTITUTE OF BIOTECHNOLOGY, JAIPUR, INDIA**

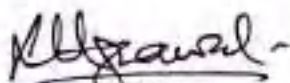
This MOU is entered on the 24<sup>th</sup> Day of December, 2019 by and between **JECRC University** situated at Ramchandrapura Industrial Area, Jaipur, Sitapura, Vidhani, Rajasthan-303905,

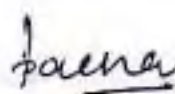
and

**Dr. B. Lal Institute of Biotechnology** situated at Malviya Nagar, Jaipur, Rajasthan  
(institute affiliated to University of Rajasthan)

### **1. Objectives of MOU:**

- i. To promote and enhance academics between both institute/ University
- ii. To exchange research scholars of both institute/ university.
- iii. To conduct joint research activities including joint research publications.
- iv. To participate in Seminars, workshops and related academic meetings/ activities.
- v. To exchange academic and research materials.

  
**Registrar**  
JECRC University  
Jaipur-303905

  
**PRINCIPAL**  
Dr. B. Lal Institute of Biotechnology  
6-E Malviya Industrial Area  
Malviya Nagar Jaipur (Raj.)

### **1. Technical Areas of Collaboration.**

- i. A continuing Quality Improvement Programme of Research in the field of mutual interest between both parties.
- ii. Provide necessary help and guidance in the organization of Conferences/ workshops and Personality Development programme for enhancement of Skills of students of both the institution/ university.
- iii. Joint conduct and supervision of research activities of research students at either institutes.
- iv. Facilitate technical training for research students of both institute/ university.
- v. Provide necessary support for lectures through video conferences, satellite links and development of E-classes to promote research.

### **2. Terms and Conditions:**

- i. The cost of development of infrastructure and related things will be borne by the respective institute where the development is carried out.
- ii. Research students can use library facilities of each other.
- iii. Research students can use laboratory facilities mutually.
- iv. This MOU can be mutually amended, renewed and terminated by mutual agreements between both institutes. It may be renewed after every 2 years.

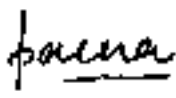
### **3. Confidentiality:**

Both institutes agree to keep and maintain confidentiality which is created during the collection of data and the research and will not disclose the same to the third party without written consent of the institute.

### **4. Duration of MOU.**

This MOU unless extended by mutual written consent of both the Institutes, shall be in force initially for the two years from the day of execution.

  
**Registrar**  
JECRC University  
Jaipur-303905

  
**PRINCIPAL**  
Dr. B. Lal Institute of Biotechnology  
B-E Malviya Industrial  
Malviya Nagar Jaipur (Raj.)



### 5. Coordinators.

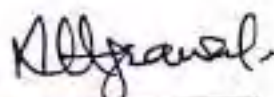
Both the institutes will designate the names of Coordinators responsible for the execution of this MOU.

### 6. Intellectual Property Rights.

The Intellectual Property Rights (IPR) that arise as a result of joint research and collaboration activity under this agreement will be worked out on a case to case basis as mutually agreed upon.

### 7. Signed in Duplicate.

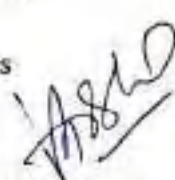
This MOU is executed in duplicate with each copy being an official version and having equal legal validity. By signing below, the institutes acting by their duly authorized officers have caused the Memorandum of Understanding to be executed, effective from the day and year above mentioned.

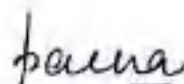


Registrar  
JECRC University  
Jaipur-303905

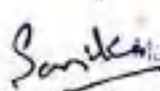
Mr. S.L. Agrawal  
Registrar  
JECRC University  
Jaipur, India

Witnesses

- 
1. Dr. Varsha Gupta  
Associate Professor & Head  
Department of Microbiology  
JECRC University



Dr. Aparna Datta  
Principal  
Dr. B. Lal Institute of Biotechnology  
Jaipur, India

- 
- PRINCIPAL  
Institute of Biotechnology  
Malviya Industrial Area  
Malviya Nagar, Jaipur (Raj.)
2. Dr. Sonika Saxena  
Vice-Principal  
Dr. B. Lal Institute of Biotechnology



Non Judicial

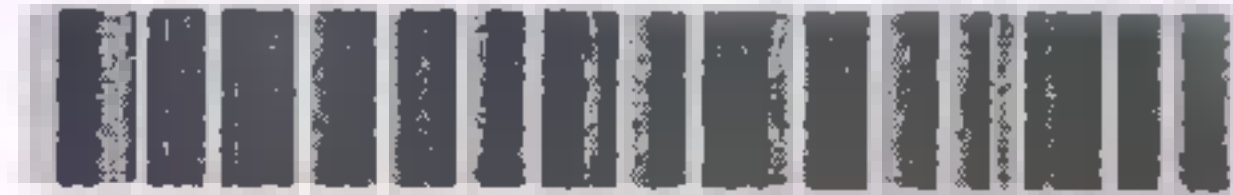


**Indian-Non Judicial Stamp  
Haryana Government**



Date : 28/01/2020

Certificate No. G0282020A3246



GRN No. 62218621



Stamp Duty Paid : ₹ 300  
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name: Xebia Itarchitects Indiaprivatelim

H.No/Floor : 4

Sector/Ward : 59

LandMark : Capital

City/Village : Gurugram

District : Gurugram

State : Hr

Phone: 000



**Buyer / Second Party Detail**

Name : Jecrc University

H.No/Floor : Jaipur

Sector/Ward : Jai

LandMark : Jaipur

City/Village: Jaipur

District : Jaipur

State : Rj

Phone : 000

Purpose : Agreement

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

**AGREEMENT**

This Agreement is executed on this 29<sup>th</sup> day of January 2020 ("Effective Date"), By and Between;

**M/s Xebia IT Architects India Private Limited** a company incorporated under the provision of Companies Act, 1956 having its registered office at 411, 4<sup>th</sup> Floor, Surya Kiran Building, 19, Kasturba Gandhi Marg, Connaught Place, New Delhi -110001(hereinafter referred to as "**Xebia**" which expression unless it be repugnant to the context or meaning thereof, be deemed to include its successors, representatives, nominees and assigns) through its CEO Mr. Anand Sahay, authorized to sign such agreements on behalf of M/s Xebia IT Architects India Private Limited of the FIRST PART

**AND**

JECRC University (hereinafter referred to as "**JECRC University**" which expression unless it be repugnant to the context or meaning thereof, be deemed to include its successors, representatives, nominees and assigns) is a private university located in Jaipur in the state of Rajasthan, India, having its main campus at



Plot No. IS-2036 to IS-2039, Ramchandrapura Industrial Area, Vidhani, Sitapura Extension, Jaipur-303905, India assigns, through its officiating Registrar; Dr. S L Agrawal; of the SECOND PART.

“Parties” shall collectively mean **JECRC University** and Xebia and “Party” means each of **JECRC University** and Xebia individually.

**WHEREAS, JECRC UNIVERSITY** and Xebia have agreed to launch certain new specializations in Computer Science and Engineering (CSE) programs wherein Xebia will act as industry academic partner for **JECRC UNIVERSITY** to redesign the curriculum for such CSE programs besides providing specific engagement in faculty training and student learning/development;

**WHEREAS, JECRC UNIVERSITY** shall engage with Xebia as an Industry Academic Partner and Provider for curriculum support services as stated in this Agreement.

**NOW, THEREFORE,** in order to ensure that the Agreement between parties regarding the Industry Academic Relationship that is sought does not create any confusion or misunderstanding, the following items represent points agreed to by the parties through this Agreement.

## **1. Basis of the Agreement**

1.1 Xebia and **JECRC UNIVERSITY** acknowledge the need for incorporation of emerging technologies and specializations in the Computer Science Engineering programs in order to provide relevant education and knowledge to students pursuing career in computer science engineering. **JECRC UNIVERSITY** and Xebia have identified certain new specializations to be incorporated in the B.TECH Computer Science Engineering programs offered by **JECRC UNIVERSITY**.

1.2 The objective of this Agreement is to establish a roadmap for the successful execution and rollout of such new specializations under computer science engineering programs. Both **JECRC UNIVERSITY** and Xebia are keen to collaborate in such a way that it shall benefit the students pursuing these new computer science engineering programs at **JECRC UNIVERSITY**.

1.3 **JECRC UNIVERSITY** shall rollout the following full time B.TECH in Computer Science Engineering (CSE) programs in collaboration with Xebia.

- **B.TECH. (CSE) with Specialization in DevOps automation & Cloud Engineering**
- **BTECH. (CSE) with Specialization in Artificial Intelligence and Machine Learning**
- **BTECH. (CSE) with Specialization in Big Data and Data Analytics**

1.4 Initially any three of these programs will be launched within the framework of this Agreement. However, in case both the parties intend to launch additional programs, including but not limited to Short term or online courses, the same need to be mutually approved and executed in writing vide an addendum to this Agreement which shall form the part and parcel of this Agreement binding on both the parties.

1.5 The above three programs are intended to be launched in Academic year 2020-2021.

1.6 Above programs will be run across six(6) semesters starting semester 1. Course outline will be finalized in the BOS between Xebia & JECRC faculty.





## 2. Roles and Responsibilities

The roles and responsibilities of the parties in connection with this Agreement are described below: -

### 2.1 Xebia's Responsibilities

- 2.1.1 The curriculum and courseware for specific course modules of the abovementioned programs shall be developed by Xebia through designated subject matter experts and made available to **JECRC UNIVERSITY**.
- 2.1.2 Xebia to train the enrolled students in respective courses by on site domain professional trainers and webinars/live virtual classes/experts lectures etc. wherever required.
- 2.1.3 Every student will be provided with a soft copy for courseware in media friendly format for the students who have enrolled for the program. **JECRC UNIVERSITY** will be responsible for protecting the Xebia copyright for the content made available as a part of this agreement by way of extracting, printing or re-printing without permission (either part of whole) or copying anything from the Xebia-provided curriculum. Printed copies of the courseware can be made available to **JECRC UNIVERSITY** faculty and students upon specific request and additional commercials.
- 2.1.4 Both the parties shall designate one Program Manager/Nodal Officer each, as the single point of contact from Xebia and **JECRC UNIVERSITY** under this agreement.
- 2.1.5 Xebia to promote these programs within the Xebia client and partner network for placement opportunities for **JECRC UNIVERSITY** students pursuing these courses.
- 2.1.6 Xebia to support internship for students in each cohort/group who are eligible for internship within Xebia or its client and partner network.
- 2.1.7 Both the parties permit each other to use its brand logo for promotional and other activities incidental to these programs.
- 2.1.8 Xebia's support, obligations and discounted commercials are based on a minimum of 30 students in each program. If by any chance, students enrolled for a program is less than 30 students then Xebia will charge for a minimum of 30 students for each semester per student.
- 2.1.9 Xebia will take care of airfare for any of the visiting Xebia team, faculty and industry SMEs. JECRC will arrange the boarding, lodging and local transportation of the visiting Xebia team each time they visit the JECRC campus.
- 2.1.10 Xebia's support, obligations and discounted commercials are based on a minimum of 45 students in each program. If by any chance, students enrolled for a program is less than 45 students then Xebia & JECRC both will take a joint decision to execute the batch however minimum of 45 students are required to run a class each year.



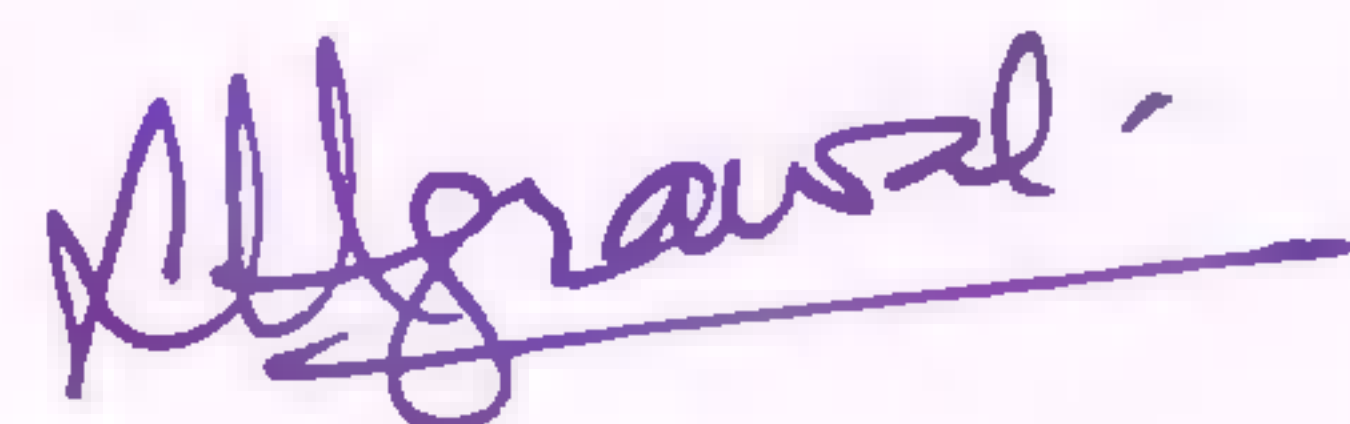


### 3.1 JECRC UNIVERSITY's Responsibilities

- 3.1.1 **JECRC UNIVERSITY** will be responsible for determining the fees for the programs, number of students to be enrolled under these programs, award of degrees on successful completion of the program besides taking all regulatory and other approvals for launch of these programs at **JECRC UNIVERSITY**.
- 3.1.2 **JECRC UNIVERSITY** to guarantee a minimum of 45 students per program per academic year to execute a batch. Xebia will have no obligation to execute a batch in case the number of students enrolled are lesser than 45.
- 3.1.3 **JECRC UNIVERSITY** to provide the detailed academic session plans to Xebia at least 8 weeks prior to start of the academic session.
- 3.1.4 **JECRC UNIVERSITY** to promote & develop marketing collaterals and enroll the students under the programs.
- 3.1.5 **JECRC UNIVERSITY** to share the student enrollment along with their email IDs data with Xebia within 30days of the start of semester.
- 3.1.6 **JECRC UNIVERSITY** to award degrees to students upon successful completion of the program. The transcripts to carry the following line "This B.TECH Computer Science Program is being offered by **JECRC UNIVERSITY** in collaboration with Xebia".
- 3.1.7 **JECRC UNIVERSITY** to nominate Designated Project Coordinator, if required.
- 3.1.8 **JECRC UNIVERSITY** to provide regular feedback to Xebia on curriculum improvement based on feedback from faculty and students.
- 3.1.9 **JECRC UNIVERSITY** to publish approved curriculum as part of **JECRC UNIVERSITY** programs to be launched in industry academic collaboration with Xebia.

### 4. Program Administration Process

- 4.1 **Joint Coordination Committee:** To coordinate the execution of the activities agreed under this Agreement, **JECRC UNIVERSITY** and Xebia shall constitute a Joint Co-ordination Committee (hereinafter referred to as "JCC") whose members and roles will be as listed under Clause 4.2.
- 4.2 The Vice-Chancellor of **JECRC UNIVERSITY** or his nominee as the Chairperson; two representatives from each party as members, a Project Coordinator from **JECRC UNIVERSITY** who shall also be the Convener of the Committee. Convener of the committee may recommend changes in the membership from time to time in consultation with the nominating parties and the same shall be approved by the Vice Chancellor, **JECRC UNIVERSITY**.
- 4.3 The JCC meeting shall have due representation from both **JECRC UNIVERSITY** and Xebia to take decisions related to this Agreement.





- 4.4 The JCC shall make recommendations on program curriculum, content and its delivery, for approval by the Vice Chancellor, **JECRC UNIVERSITY** through the Academic Council of the University.
- 4.5 The JCC shall monitor and review the activities under this Agreement and recommend such actions or decisions with respect to any aspect regarding this Agreement for the purpose of removing any impediment, promoting the programs arising from this Agreement, approving the content and recommending changes therein.

## 5. Deployment of Human Resources

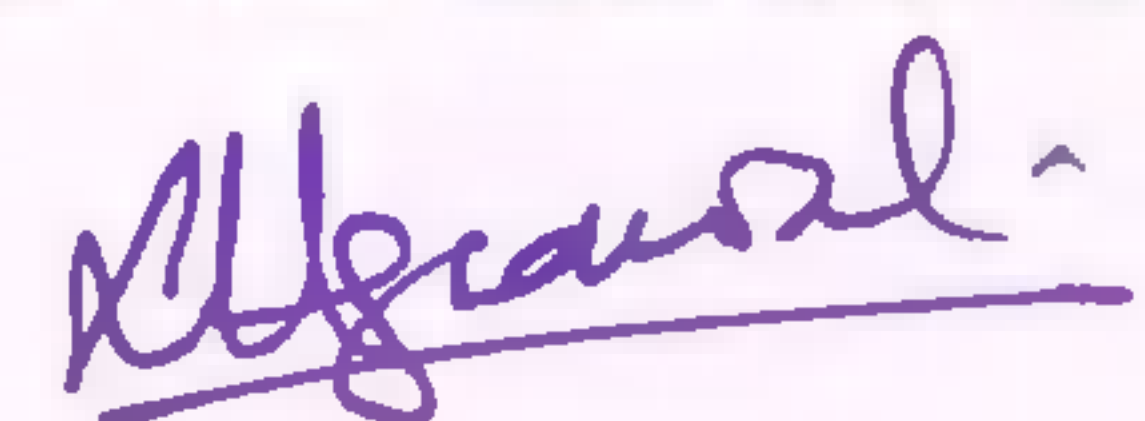
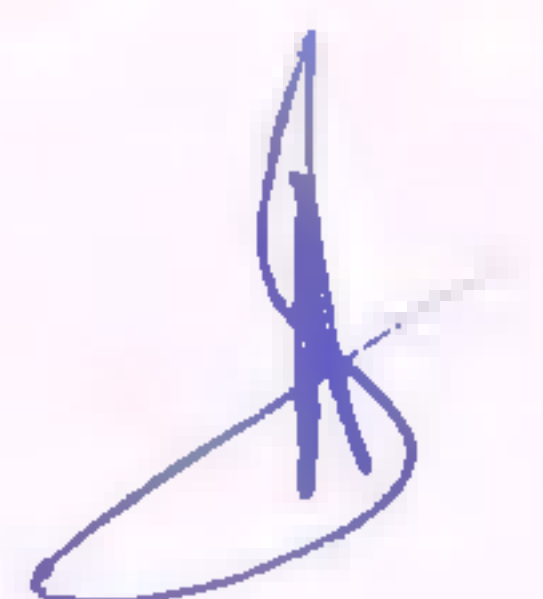
- 5.1 **JECRC UNIVERSITY** shall provide considerable academic support and sales/marketing resources to market and administer the programs offered under this Agreement.
- 5.2 Xebia shall provide adequate number of Xebia's internal and industry subject matter experts for curriculum development/update and interaction with students/faculty, program support and administration besides marketing resources to propagate the new programs.

## 6. Commercial terms

- 6.1 **JECRC UNIVERSITY** shall pay to Xebia fees as per the agreed commercials attached in the Annexure-1.
- 6.2 The commercials offered in Annexure-1 are only for the 2019-20 intake and applicable for the entire 4-year term of the program. All subsequent batches will be charged as per 6.3 below.
- 6.3 The Xebia fees will be increased on annual basis from new academic intake at mutually decided rates. However, the fee shall be payable for net enrollments in a semester (after withdrawals) and will be paid within 30 days of start of each semester. In case of nonpayment of dues, Xebia has the right to terminate the agreement without any notice period.
- 6.4 Per student per semester fees include all applicable taxes such as GST etc. If any authority imposes under this Agreement a duty, tax, levy, or fee, excluding those based on Xebia's net income, then **JECRC UNIVERSITY** agrees to pay that amount as specified in an invoice, unless **JECRC UNIVERSITY** supplies exemption documentation.
- 6.5 **JECRC UNIVERSITY** shall deduct applicable taxes under the provisions of the Income Tax Act, 1961 ("the Act") in respect of the payments due to Xebia and remit such Taxes Deducted at Source ("TDS") to the credit of the Government Account, 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, **JECRC UNIVERSITY** shall ensure that the Permanent Account Number ("PAN") of Xebia is quoted correctly in such quarterly TDS returns or any other document where the PAN of Xebia is required to be mentioned.

## 7. Term and Termination

- 7.1 This Agreement shall be initially valid for period of 10 academic year intakes ending on 30<sup>th</sup> June 2030 and terms for renewal of this agreement post 30<sup>th</sup> June 2030 shall be mutually





discussed & agreed upon by 30<sup>th</sup> Jan 2030. In case the agreement is not renewed, students admitted till expiry of the agreement will be taught out till conclusion of their programs at prevailing rates per student per semester.

7.2 If at any time any party wishes to withdraw from this Agreement, it may do so with or without any cause by providing the other party with a One- year notice after a minimum of 2 years of the first in-take. This intention to terminate this agreement must be provided in writing. Notwithstanding such termination, all students admitted to these programs prior to such termination shall be taught out by both parties wherein each party would be bound to provide its services as enumerated in this Agreement. Xebia will continue to be paid for the services rendered to such students even after the notice of termination is provided.

7.3 In case of non-payment, Xebia has the right to terminate the agreement without any notice.

## **8. Confidentiality**

8.1 The existence and substance of this Agreement and the provision of services contemplated hereby shall be kept confidential and shall not be disclosed to 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 shall be kept duly informed of the same.

8.2 Our mutual objective under this Agreement is to provide protection for confidential information (Information) while maintaining our ability to conduct our respective business activities. Each of us agrees that the following terms apply when one of us (Discloser) discloses Information to the other (Recipient).

### **8.2.1 Disclosure**

Information shall be disclosed either:

- a) In writing;
- b) By delivery of items;
- c) By initiation of access to Information, such as may be in a data base; or
- d) By oral or visual presentation.

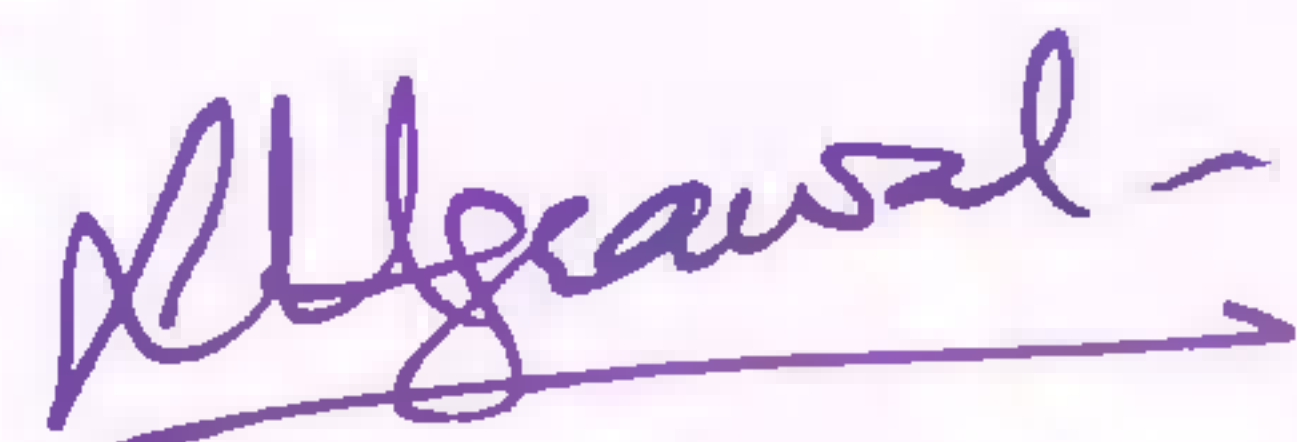
8.2.2 Information should be marked with a restrictive legend of the Discloser. If Information is not marked with such legend or is disclosed orally, the Information shall be identified as confidential at the time of disclosure.

### **8.3 Obligations**

The Recipient agrees to:

8.3.1 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

8.3.2 Use the Discloser's Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.





8.3.3 The Recipient may disclose Information to:

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

Any other party with the Discloser's prior written consent.

Before disclosure to any of the above parties, the Recipient shall 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 shall give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.

8.4 **Confidentiality Period**

8.4.1 Information under this Agreement cannot be disclosed by either party during the tenure of this agreement and 1 year after the termination of this Agreement.

8.5 **Exceptions to Obligations:**

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

8.5.1 Already in its possession without obligation of confidentiality;

8.5.2 Developed independently;

8.5.3 Obtained from a source other than the Discloser without obligation of confidentiality;

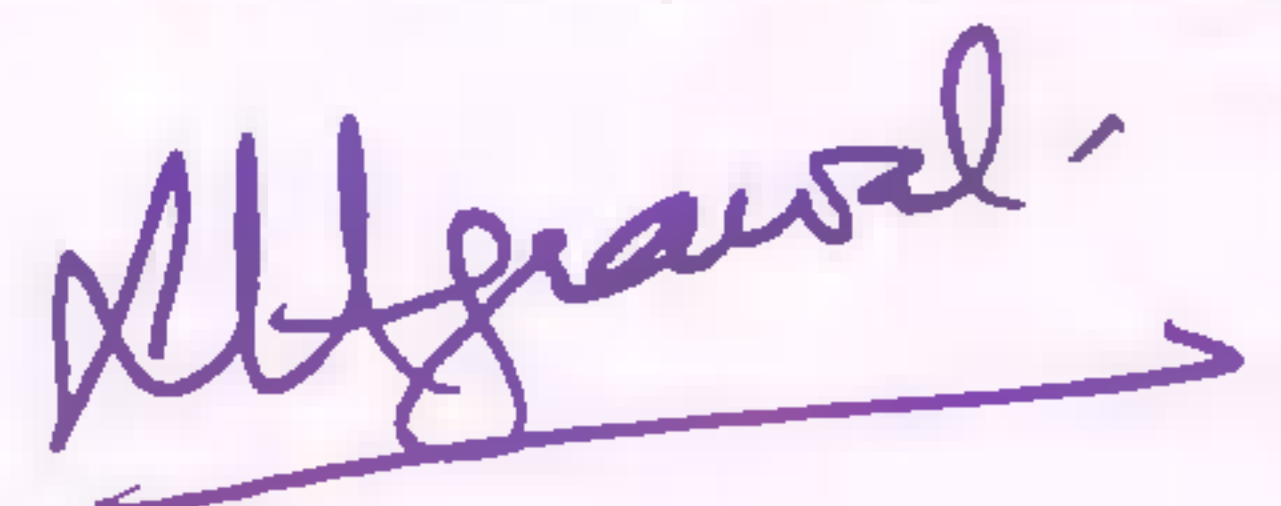
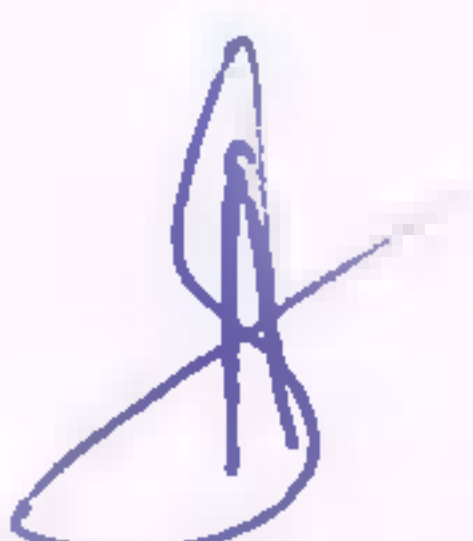
8.5.4 Publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or

8.5.5 Disclosed by the Discloser to another without obligation of confidentiality.

8.5.6 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.

8.5.7 The Discloser shall 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.

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





- a. Providing to other products or services which may be competitive with products or services of the Discloser;
- b. Providing products or services to others who compete with the Discloser; or
- c. Assigning its employees in any way it may choose.

8.5.9 The Recipient shall:

- a. Comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations, and
- b. 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 shall survive the termination or expiration of this Agreement and the confidentiality period above and shall remain in effect for one year after the termination of agreement.

## 9. Limitation of Liability

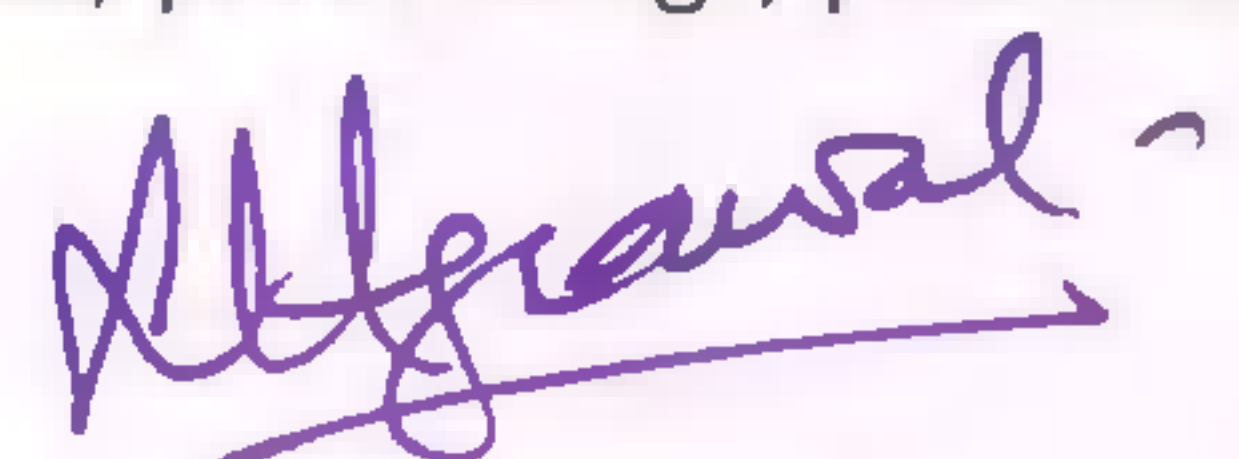
9.1 In the event of any breach of the terms of this Agreement, which is capable of rectification, by either party hereto, such other party shall be entitled to call upon the party to rectify such breach within Thirty days from the date of the notice, failing which the breach shall be deemed to be a material breach, and shall entitle such other party to terminate this Agreement for material breach.

9.2 A breach of any of the provisions contained in this Agreement may result in irreparable and continuing damage to **JECRC UNIVERSITY** for which there may be no adequate remedy at law, and thus **JECRC UNIVERSITY** shall be entitled to equitable or injunctive relief and/or a decree for specific performance (in addition to all other remedies which may be available to it at law), and such other relief as a court may deem just and proper.

9.3 A breach of any of the provisions contained in this Agreement may result in irreparable and continuing damage to Xebia for which there may be no adequate remedy at law, and thus Xebia shall be entitled to equitable or injunctive relief and/or a decree for specific performance (in addition to all other remedies which may be available to it at law), and such other relief as a court may deem just and proper.

## 10. Indemnification

10.1 Both parties have agreed to bear the responsibility for any third party claims, demands, proceedings, prosecutions, or actions against the defaulting party, arising out of and as a result of any callous, negligent, deficient action or omission by the defaulting party and has undertaken to keep the aggrieved party indemnified against all losses and damages including expenses incurred by the aggrieved party while defending the claim (inclusive of legal expenses) in any court as a result of any such claim, demands, proceedings, prosecutions or actions. Besides this, Xebia warrants as:



10.1.1 Xebia is the sole developer and owner of the content supplied under this Agreement and it has rights in the use of the said content in any manner.

10.1.2 Xebia shall ensure the final material developed is adequately plagiarism free.

## 11. Publicity

11.1 Xebia agrees allowing **JECRC UNIVERSITY** to use its trademarks, trade names, services marks or other proprietary marks under this Agreement with due permission (electronic or printed) for any advertising, press releases, publicity or marketing collaterals without any prior consent of Xebia during the tenure of this Agreement.

11.2 **JECRC UNIVERSITY** agrees allowing Xebia to use its trademarks, trade names, services marks or other proprietary marks under this Agreement with due permission (electronic or printed) for any advertising, press releases, publicity or marketing collaterals without any prior consent of **JECRC UNIVERSITY** during the tenure of this Agreement.

## 12. Governing Law

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

## 13. Arbitration

13.1 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 or the subject matter thereof shall 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 and the decision of the arbitrator (or such arbitrators, or umpire as the case may be) shall be final and binding on the parties. The seat of arbitration shall be New Delhi.

## 14. General

14.1 This Agreement supersedes all prior proposals and discussions on this subject and is the complete and exclusive statement of the agreement between the parties. This Agreement cannot be modified except by a written agreement signed by the authorized representative of each of the **JECRC UNIVERSITY** and Xebia IT Architects India Pvt. Ltd. Any reproduction of this Agreement by reliable means shall be considered an original of this document.

14.2 Each party shall be responsible for its own expenses in connection with these discussions.

14.3 Each Party shall 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.





14.4 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.

**15. Notice**

15.1 Any notice herein may be given if sent by hand delivery and written acknowledgement obtained thereof or by Registered A.D. to the afore-mentioned Program Manager/Nodal Officer of parties at their respective addresses / E-Mail Ids mentioned herein below and shall if so sent be deemed to be duly delivered. The parties agree to notify in writing any change of address in which case the notice under this clause shall be sent at the changed address;

**Program Manager/Nodal Officer For JECRC UNIVERSITY:**

Name: Dr. Deepak Dembla

Designation: HOD Computer Science Department

Address: Plot No. IS-2036 to IS-2039, Ramchandrapura Industrial Area, Vidhani, Sitapura Extension, Jaipur-30390

Email: [hod.it@jecrcu.edu.in](mailto:hod.it@jecrcu.edu.in)

**Program Manager/Nodal Officer For Xebia:\**

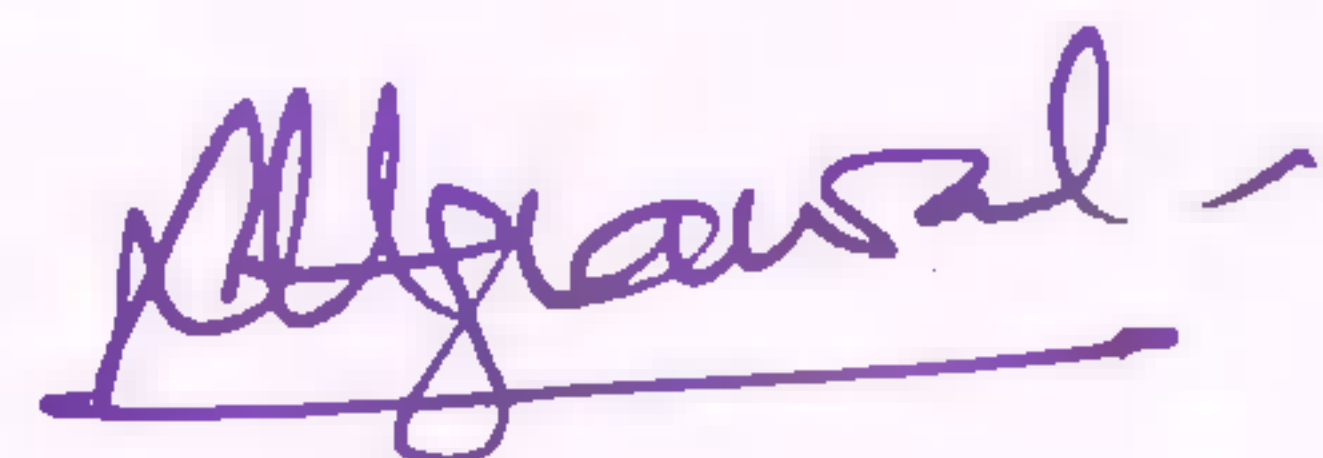
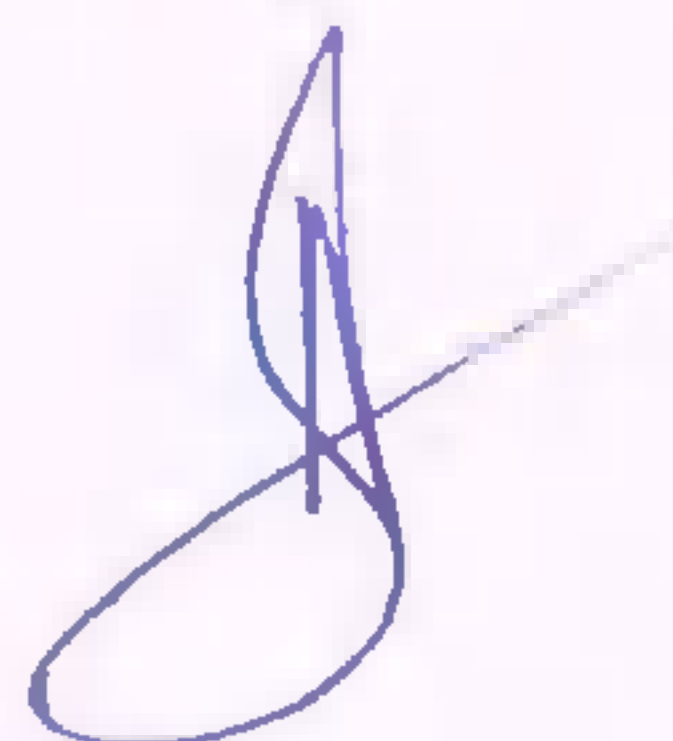
Name: Mr. Brijesh Kohli

Designation: Director, Xebia Academy Global

Address: Xebia Capital Cyberspace, 4th Floor, Sector-59, Golf Course Extension Road Gurugram, Haryana 122005

Email: [brijesh.kohi@xebia.com](mailto:brijesh.kohi@xebia.com) [universityrelations@xebia.com](mailto:universityrelations@xebia.com)

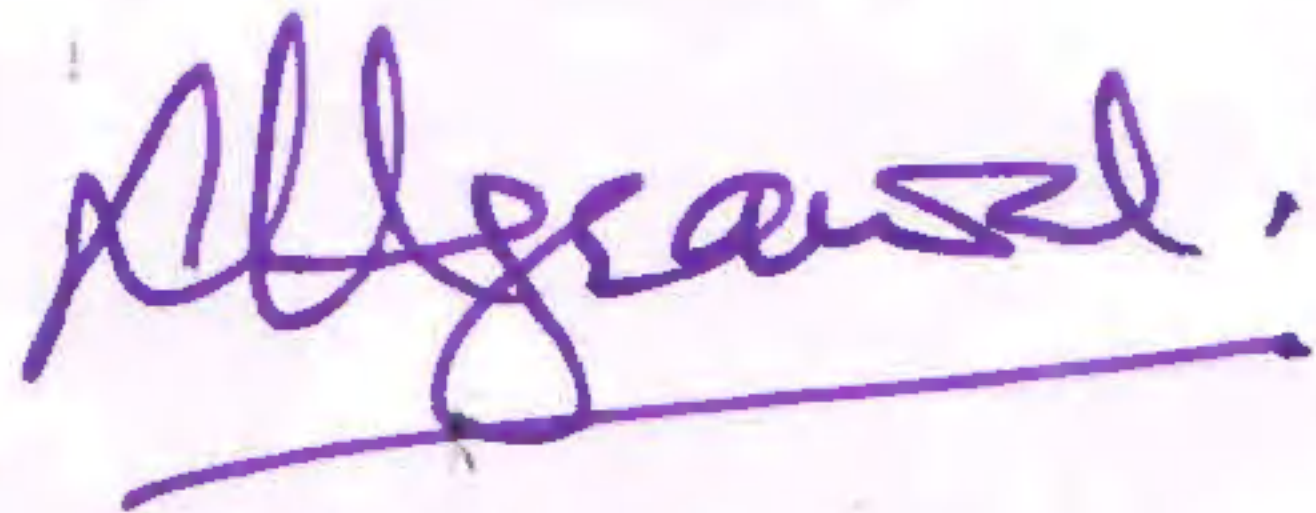
**16. Non-Solicitation of Employees:** During the term of this Agreement and for a period of one year after the termination of this Agreement, Both Parties shall not, without the prior written consent of the other Party, either directly or indirectly solicit or attempt to solicit, divert or hire away any person employed by the other Party.





Agreed to:  
JECRC UNIVERSITY

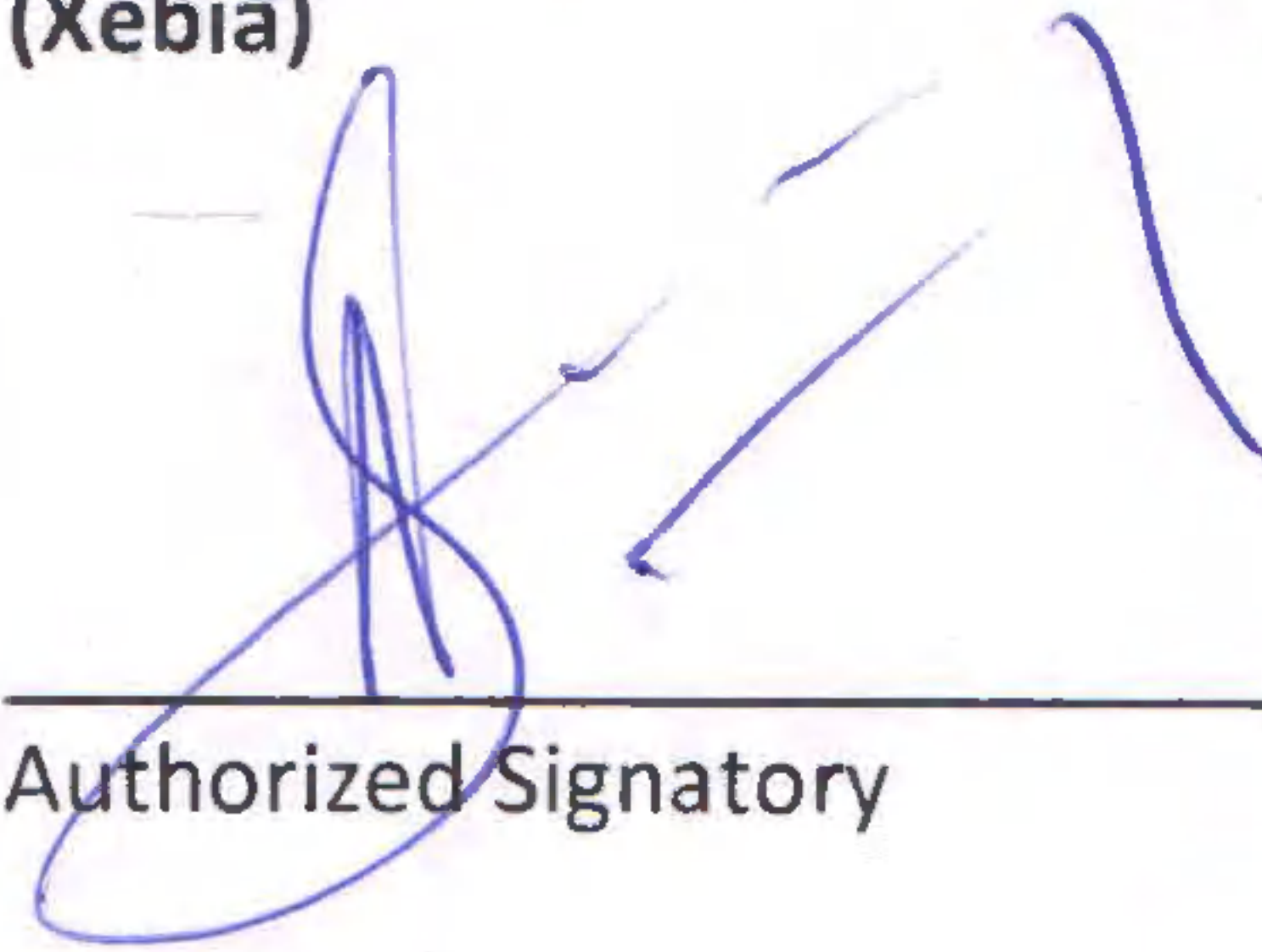
Authorized Signatory



Name: Mr. S L Agrawal  
Designation: Registrar

Agreed to:  
Xebia IT Architect India Private Limited  
(Xebia)

Authorized Signatory

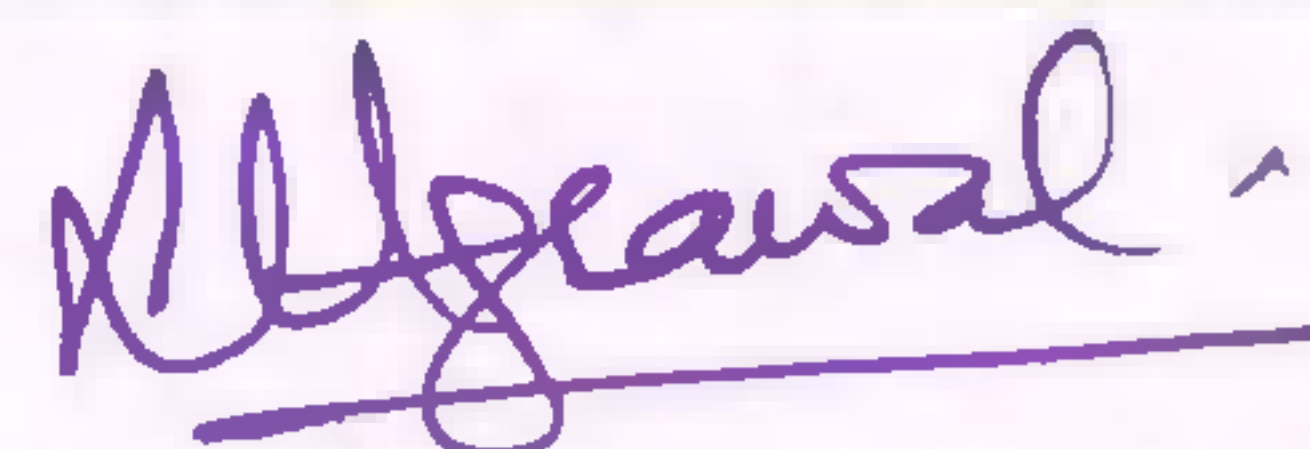


Name: Anand Sahay  
Designation: CEO



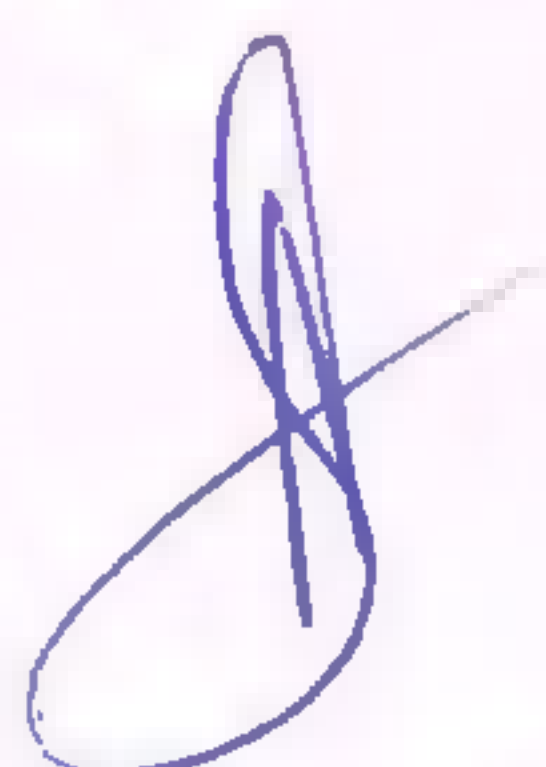
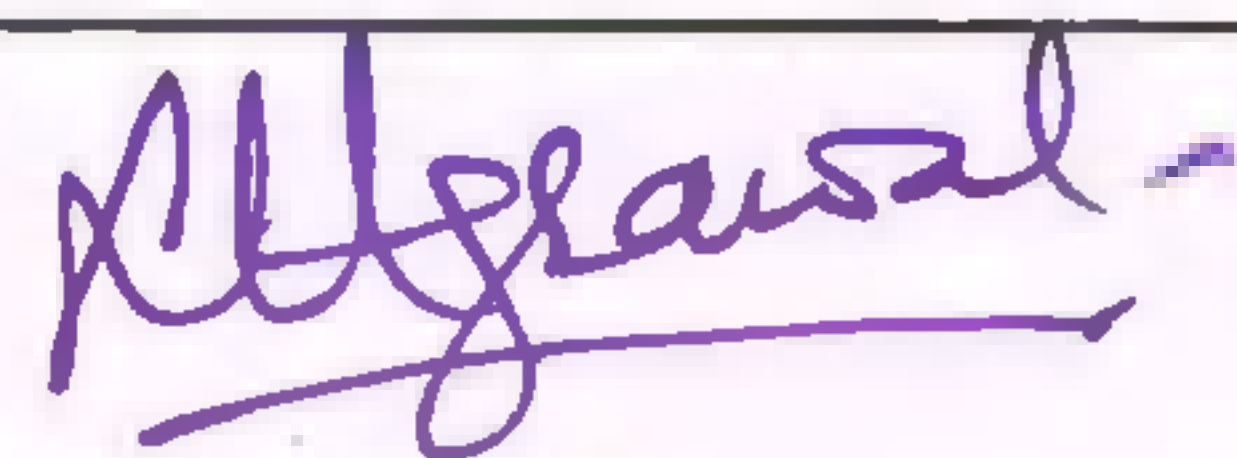
# ANNEXURE – I

Commercials for JECRC UNIVERSITY			
Item	Number of learners	Price (in INR)	Inclusions
Courseware and Delivery charges per student per semester	NA	INR 14, 500 + GST Per student per semester	Per student fee will be charged for each program from Semester 1-6. JECRC University will be billed for programs as per the actual enrolments. A minimum of 45 students is required in each course to execute a class.
Printed copy of Student Course material (if requested)	1	INR 1,500 + Taxes	Student handbook and Lab guide included as standard.
Printed copy of Instructor material (if requested)	1	INR 1,000 + Taxes	Only Instructor handbook as standard
<b>Important notes:</b>			
<p>Standard Courseware for each semester includes the following -</p> <ul style="list-style-type: none"> <li>✓ Student Course e-book(s)</li> <li>✓ Student Lab Guide(s),</li> <li>✓ Instructor slide deck,</li> <li>✓ Instructor handbook</li> <li>✓ Mock Test MCQs</li> </ul>			
<p><u>2</u> Student course material will be available in e-book format only. If specifically required, printed copies can be ordered from Xebia. Any unauthorized copies printed or reprinted will constitute breach of IP ownership rights of Xebia.</p>			
<p><u>3</u> LMS-ready format of material will be provided. Any technical integration&amp; development is not included scope. If requested by <b>JECRC UNIVERSITY</b>, such support with specific commercials will be provided and payable by the University.</p>			



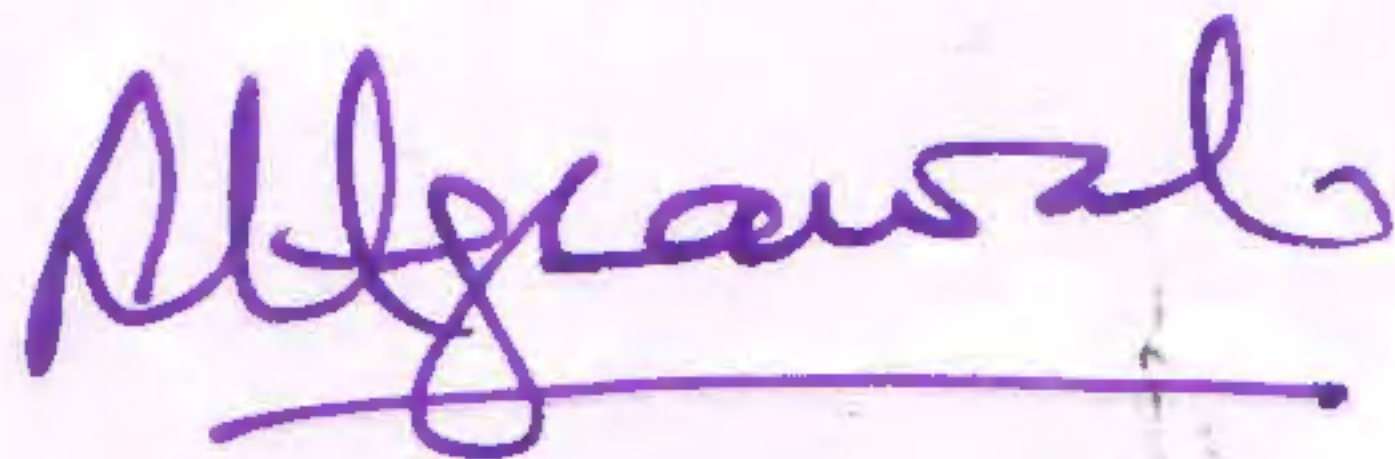
<u>4</u>	Instructor slide deck is provided as a standard tool. Faculty members are free to use their own material in addition to the standard decks & reference material.
<u>5</u>	<p>All registered students -</p> <ul style="list-style-type: none"> <li>✓ Get access to professional Slack networking tool from Xebia for ready-access to Xebia experts.</li> <li>✓ Get access to technical talks and webinars by Xebia experts from around the world.</li> <li>✓ Get opportunities to participate in Hackathons organized by Xebia.</li> <li>✓ Are eligible to participate in remote / onsite internship opportunities with Xebia or its partner companies. This is subject to evaluation by Xebia/partners and not a guaranteed opportunity.</li> <li>✓ Optional: Students can pay and choose to certify on an industry-recognized 'Xebia certification' that would require demonstration of mastery based on theory and practical learnt and applied during the curriculum. It is NOT mandatory but carries additional weightage while looking for a job with Xebia or its partner organizations.</li> </ul>
<u>6</u>	Any taxes or levies chargeable on the above commercial are exclusive of GST.
<u>7</u>	The IP for all Course material is solely owned by Xebia and any reprint or further circulation will require prior approval and commercial understanding between the University and Xebia.
<u>8</u>	Mock tests for students can be conducted off-line (paper based) or online. Nominal extra charges are applicable if Xebia online assessment platform is used for conduct of these mock tests.
	9. University is free to conduct any number of assessments of the students, as per the regulations of the University. The concerned instructors of Xebia will perform the related activities for the same, like devising such assessments and further the checking of the students' answer copies for these assessments etc.
	10. All costs pertaining to local accommodation, food, and airport transfers pertaining to courses delivery by Xebia trainers or other staff involved in supporting the delivery, Guest speakers for Tech Talks and other on-campus programs will be borne by JECRC UNIVERSITY. Xebia will arrange the trainer's airfare and transportation to Jaipur.



Agreed to:  
JECRC UNIVERSITY

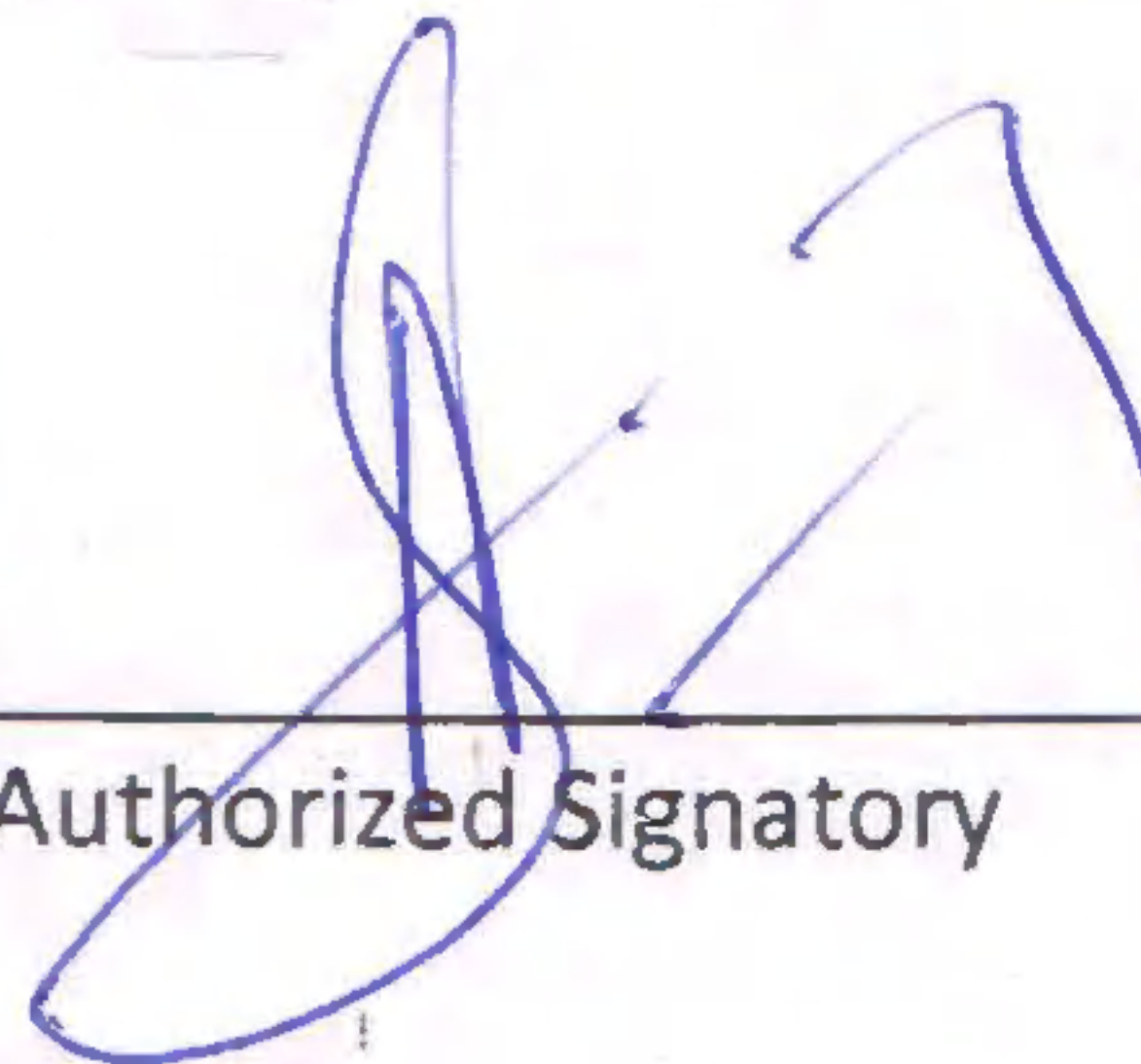
\_\_\_\_\_  
Authorized Signatory



Name: Mr. S L Agrawal  
Designation: Registrar

Agreed to:  
Xebia IT Architect India Private Limited  
(Xebia)

\_\_\_\_\_  
Authorized Signatory



Name: Anand Sahay  
Designation: CEO



## MUTUAL NONDISCLOSURE AGREEMENT

## AISPL LIMITED SCOPE

The parties have executed this Agreement as of the Effective Date.

Amazon Internet Services Private Limited

JECRC University

By: \_\_\_\_\_

By: S.L. Agrawal

its \_\_\_\_\_

its Registrar

Print Name: \_\_\_\_\_

Print Name: S.L. AGRAWAL

Date Signed: \_\_\_\_\_

Date Signed: 28th April 2021

Courier: Block E, 14th Floor, Unit Nos. 1401 to 1421,  
International Trade Tower, Nehru Place, New Delhi –  
110019

Email: [romiltal@amazon.com](mailto:romiltal@amazon.com)  
Attention: Romil Talwar

Mail: lot No. IS-2036 to IS-2039 Ramchandrapura  
Industrial Area Jaipur, Sitapura Vidhani Rajasthan 303905  
India

Email: [deputyregistrar@jecrcu.edu.in](mailto:deputyregistrar@jecrcu.edu.in)  
Attention: Manish Jain

This Mutual Nondisclosure Agreement (this "Agreement"), effective as of April 28, 2021 (the "Effective Date"), is made between Amazon Internet Services Private Limited, a company incorporated under the Indian Companies Act ("Amazon"), and JECRC University, a company incorporated under the Indian Companies Act ("Company"). In connection with the evaluation, discussion and negotiation of a potential contractual relationship between Amazon and Company related to the delivery of web services by Amazon and its Affiliates (the "Relationship"), each party may receive confidential information from the other party. Accordingly, Amazon and Company hereby agree as follows:

**1. Affiliates; Confidential Information.** The term "Affiliate" means with respect to either party, any entity that directly or indirectly controls, is controlled by or is under common control with that party, and the term "Confidential Information" means all nonpublic information concerning the Relationship disclosed by either party, its Affiliates, or their agents (as applicable, such entities collectively, the "Disclosing Party") to the other party, its Affiliates, or their agents (collectively, the "Receiving Party") that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation (i) nonpublic

information relating to the Disclosing Party's technology, products, services, processes, data, customers, business plans and methods, promotional and marketing activities, finances and other business affairs, (ii) third-party information that the Disclosing Party is obligated to keep confidential, and (iii) the nature, content and existence of a Relationship, discussions or negotiations between the parties.

**2. Exclusions.** Confidential Information does not include any information that (i) is or becomes publicly available without breach of this Agreement (provided, however, information that is rumored or reported does not become public based only on such rumors or reports), (ii) was known by the Receiving Party prior to its receipt from the Disclosing Party, (iii) is disclosed to the Receiving Party from any third party, except where the Receiving Party knows, or reasonably should know, that such disclosure constitutes a wrongful or tortious act, or (iv) is independently developed by the Receiving Party without use of any Confidential Information.

**3. Use and Disclosure of Confidential Information.** The Receiving Party will use Confidential Information only in connection with the Relationship. Except as provided in this Agreement, the Receiving Party will not disclose Confidential Information to anyone without the Disclosing Party's prior written



S.L. Agrawal

Registrar  
JECRC University  
Jaipur-303905



consent. The Receiving Party will take reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information.

**4. Receiving Party Personnel; Affiliates.** The Receiving Party will restrict the possession, knowledge and use of Confidential Information to its directors, officers, employees, contractors, agents, legal and accounting advisers, and entities controlled by the Receiving Party (collectively, "Personnel") who (i) have a need to know Confidential Information in connection with the Relationship, (ii) are informed of the confidential nature of the Confidential Information, and (iii) have obligations with respect to the Confidential Information that are consistent with this Agreement. Each of Amazon and the Company will ensure that its Personnel and Affiliates comply with this Agreement.

**5. Disclosures to Governmental Authorities.** The Receiving Party may disclose Confidential Information as required to comply with orders of judicial and/or governmental authorities that have jurisdiction over it or as otherwise required by law.

**6. Ownership of Confidential Information.** All Confidential Information will remain the exclusive property of the Disclosing Party. The Disclosing Party's disclosure of Confidential Information will not constitute an express or implied grant to the Receiving Party of any rights to or under the Disclosing Party's patents, copyrights, trade secrets, trademarks or other intellectual property rights. Except to the extent permitted by applicable law in the absence of any express license or other grant of rights, neither party will use any trade name, trademark, logo or any other proprietary rights of the other party (or any of its Affiliates) in any manner without prior written authorization of such use by an authorized representative of such other party.

**7. Notice of Unauthorized Use.** The Receiving Party will notify the Disclosing Party promptly upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by the Receiving Party. The Receiving Party will cooperate with the Disclosing Party to help the Disclosing Party regain possession of such Confidential Information and prevent its further unauthorized use and disclosure.

**8. Return of Confidential Information.** Subject to compliance with orders of judicial and/or governmental authorities that have jurisdiction over it or as otherwise required by law, the Receiving Party will return or

destroy all tangible materials or portions thereof constituting Confidential Information (including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following the Disclosing Party's written request.


**9. Injunctive Relief.** The Receiving Party acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to the Disclosing Party as to which monetary damages may be difficult to ascertain or an inadequate remedy. The Receiving Party therefore agrees that the Disclosing Party will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement.

**10. Scope; Termination.** This Agreement covers Confidential Information disclosed by the Disclosing Party on and after the Effective Date. This Agreement automatically will terminate upon the earlier of (i) termination of all written agreements between the parties or their Affiliates regarding the Relationship, or (ii) if no agreements are executed, termination of discussions between the parties or their Affiliates regarding the Relationship or delivery of written notice terminating this Agreement; provided, however, that (i) each party's obligations with respect to the other party's Confidential Information will survive for three (3) years following termination, and (ii) Sections 6, 9, 10, and 11 will survive indefinitely.

# **11. Miscellaneous.**

**11.1** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes all prior communications and agreements between the parties with respect thereto. This Agreement may be amended, modified, or waived only with the mutual written consent of the parties hereto. This Agreement will not be assignable by either party without the prior written consent of the other party; provided that prior written consent will not be required for any assignment by a party to an Affiliate. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

**11.2** The Disclosing Party acknowledges that the Receiving Party may now have, or in the future may develop or receive, information that is the same as, or similar to, Confidential Information without having breached this Agreement. Nothing in this Agreement (a) prevents the Receiving Party from using, for any purpose and without compensating the Disclosing Party,

  
**Registrar**  
**JECRC University**  
**Jaipur-303905**





## NON-BINDING STATEMENT OF SHARED GOALS

This Non-Binding Statement of Shared Goals ("Agreement") is entered into as of the later signature date below and is by and between Microsoft Corporation (India) Pvt Ltd ("Microsoft") and JECRC University("Customer").

**1. Purpose.** Exhibit A of this Agreement sets forth the shared goals and vision of both Microsoft and Customer regarding guiding principles in the education field and Microsoft tools and services that are available to Customer to achieve these goals. Both parties acknowledge that:

- With the sole exception of Section 2 below, this Agreement does not create or evidence any legally binding obligation on any party, but rather is only an expression of their current goals and shared vision. Neither party intends it to create any legal right or obligation for any party, including any requirement that any party must later enter into any binding agreement;
- Nothing in this Agreement obligates a party to, or constitutes a representation by, either party that it will enter into a binding agreement with the other party related to the subject matter hereof; and
- Customer acknowledges that only a written licensing, device, online services or services agreement signed by Microsoft can create a binding licensing, device, online services or services agreement between Microsoft and Customer.

**2. Terms and Conditions.**

**a. Confidentiality.** This Agreement, and all discussion and activities relating to or resulting from this Agreement, are subject to the terms and conditions of the Non-Disclosure Agreement between the parties dated 22.04.2021. For the purposes of clarity, the contents of this Agreement constitute Confidential Information and neither party may discuss the terms and conditions thereof without the other party's prior written consent.

**b. Press Release and Public Statements.** Microsoft and Customer may mutually determine a schedule of press releases, blog postings, case studies, testimonials, and other public communications related to the parties' shared goals and vision under this Agreement, as appropriate. Both parties will use commercially reasonable efforts to support the other party's activities under this Section 2.b. Neither party will issue any press release or make any public announcement or statement regarding this Agreement or any aspect of the relationship between the parties without the other party's prior written approval in each instance.

**c. Relationship of the Parties.** Neither this Agreement, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency or other such relationship. Neither party shall have the right, power, or authority to obligate or bind the other party in any manner whatsoever, without the other party's prior written consent.



d. **Expenses.** Microsoft and Customer agree that each party shall pay its own fees, costs and expenses, and those of its agents, independent contractors, and consultants, in connection with this Agreement.

e. **Disclaimer of Warranties.** Neither party makes any warranties. To the maximum extent permitted by law, each party and its respective affiliates, agents and representatives expressly disclaim all express, statutory and implied warranties.

f. **Limitation of Liability.** This Agreement does not require either party to enter into any binding agreements and neither party will be liable for failing to enter into any binding agreements. In addition, neither party will be liable for any direct, consequential, indirect, special, punitive, incidental or other damages arising out of or related to this Agreement.

g. **Governing Law.** This Agreement shall be governed in all respects by the laws of India, without regard to its conflict of laws.

h. **Term and Termination.** This Agreement shall begin on the later signature date below. Either party may terminate this Agreement without cause upon thirty days (30) prior written notice.

i. **Entire Agreement.** This Agreement, including Exhibit A, and the Non-Disclosure Agreement, constitute the entire agreement between the parties with respect to its subject matter and merges all prior and contemporaneous communications, both written and oral. This Agreement shall not be modified except by a written agreement signed by both parties.

ACCEPTED AND AGREED:

JECRC University

By: 

Signature

Name: S. L. Agrawal

Print

Title: Registrar

Date: Apr 22, 2021

MICROSOFT CORPORATION

By:   
By: Rekha Talluri (Apr 23, 2021 13:39 GMT+5.5)

Signature

Name: Rekha Talluri

Print

Title: CFO, Microsoft India

Date: Apr 23, 2021



## **Exhibit A**

### **Statement of Shared Goals**

The fourth industrial revolution is fueling accelerated change in society and the workplace. Technology advancements, the rise of cloud computing, socio-economic and demographic changes and increasing job mobility are shifting expectations and placing new demands on society. While these changes hold great promise, education systems and institutions need to respond proactively to prepare students for the future. Today's students need to be empowered with access to tools, experiences, and learning opportunities to build skills necessary to fuel their future opportunities and success. While students still need 21st-century skills like collaboration, communication, critical thinking and creativity, the need for digital skills to thrive in an increasingly hybrid, digital economy has never been more important. By 2025, it is expected that over 149M new technology jobs will become available in areas such as software development, cloud, data, artificial intelligence and security. It is vital that institutions keep pace with these changing environments to ensure their students have the talent and training to support these needs and fuel economic future growth.

Microsoft and JECRC University share a vision to empower students and ensure they have the skills needed to drive innovation today, when they graduate and when they start their careers. Microsoft and University wish to make clear that they share these goals and that University wishes to leverage Microsoft tools and resources to achieve University's vision.

#### **Microsoft Vision**

Microsoft's mission in education is to empower every student on the planet to achieve more. Microsoft is committed to help institutions digitally transform, support educators and prepare students from K-Career to innovate, create and have career success in an increasingly digital world. Microsoft supports Future-Ready Skills by focusing on all areas of the institution/school and by providing access to products and resources for students, educators and staff, either paid or unpaid, such as:

- Providing institutions access to flexible, scalable resources and products across the institution that will impact students now and for years to come
- Providing educators with access to curriculum which they can incorporate into courseware and self-paced online learning paths
- Providing students with access to self-paced online learning paths, career resources, technology tools and certifications in order to advance their skills

#### **University vision**

##### **Vision**

To become a renowned center of higher learning, and work towards academic, professional, cultural and social enrichment of the lives of individuals and communities.



## **Mission**

To Focus on research and spirit of innovation that will drive academic orientation and pursuit at JECRC University.

To Identify, based on informed perception of Indian, regional and global needs, areas of focus and specialization on which the University can concentrate.

To Undertake collaborative projects that offer opportunities for long-term interaction between academia and industry.

To Develop human potential to its fullest extent so that intellectually capable and imaginatively gifted leaders can emerge in a range of professions.

## **Microsoft and University Joint Vision**

Microsoft and University may find opportunities to work together on their common goals of empowering and skilling students to thrive in the digital economy.

## **Section 1: Microsoft Future-Ready Skills Resources**

Microsoft may make the following resources available, and University may choose to leverage them in order to achieve their vision. The following resources are each governed by separate binding terms and conditions and not by this Agreement. This list is intended to be illustrative only and includes both paid and unpaid services. This Agreement does not obligate University to use any of the resources listed below or enter into any binding agreement, nor does it obligate Microsoft to offer or continue to offer such services.

<b>Microsoft Future-Ready Skills Resources</b>
A Microsoft contact for communication with institution
Online, self-paced learning delivered through Microsoft Learn
Curriculum aligned to Microsoft certifications to support courseware integration
Microsoft certifications at academic pricing via institution volume license agreement
Preview products/curriculum by Microsoft for early adoption and feedback
Training (may be online, in person or other means) for educators and/or students to support education on Microsoft technologies and certification
Tools for students and educators upon academic validation to enable hands on learning
Microsoft learning or training partners to support institution needs (paid for)
Integration of Microsoft content and learning paths (online/offline) into curriculum
Tools to support students in their career planning and personal profile development
Project and engagement promotion of this Shared Goals Agreement, as agreed to by mutual consent, between both parties



## Section 2: Customer Future-Resources Resources

As part of the vision to achieve shared goals, customer may choose to, but is not required under this agreement to, consider opportunities to further collaborate with Microsoft and share success stories as noted in the customer engagement. This list is intended to be illustrative only. This Agreement does not obligate University to proceed with any of the activities listed below or enter into any binding agreement, nor does it obligate Microsoft to offer or continue to offer such services outlined in this agreement.

Customer Engagement Activity Examples
Identify a Customer contact to work directly with Microsoft
Incorporate Microsoft resources listed throughout this document into curriculum and systems, as appropriate and offer joint degree programs in association with Microsoft
Provide feedback to Microsoft to improve and develop current and future offerings
Project and engagement promotion of this Shared Goals Agreement, as agreed to by mutual consent, between both parties*
Consider serving as a reference site for Microsoft Future-Ready Skills best practice

\*Any use of the Microsoft logo or promotional materials concerning Microsoft are governed by the Microsoft marketing and logo guidelines set forth here: <https://www.microsoft.com/en-us/legal/intellectualproperty/trademarks/usage/logo.aspx>

## APPENDIX

**Microsoft Product/Programs available for Customer to leverage or purchase to achieve their vision, each of which are governed by separate binding terms and conditions, and not this Agreement, include:**

### **Microsoft Learn**

Microsoft Learn provides self-paced, digital learning resources to build skills and a foundational understanding of technology. Microsoft Learn provides resources to complement existing institution courseware and study materials to best prepare students for in-demand jobs and Microsoft industry-recognized certifications. Microsoft Learn provides step-by-step, bite-sized tutorials and engaging modules that are available online and support learners with technology proficiency ranging from beginners to advanced learners. The learning paths have interactive sandbox environments to provide “hands-on” interactions with Microsoft technologies. Learners can create a profile on Microsoft Learn to access additional features such as collections, track progress on learning activities and view personalized recommendations.



University may choose to leverage Microsoft Learn and incorporate into curriculum as desired, as defined via [aka.ms/learnforedu](https://aka.ms/learnforedu)

## **AI Business School**

The Microsoft AI Business School is a series of learning paths for nontechnical audiences that share insights and practical guidance from top executives in the industry on how to strategically apply AI in an organization. Course materials include written case studies and guides, plus videos of lectures, perspectives, and talks that students can access as a complementary part of their course. The AI Business School is a great resource for students to learn about applying AI to industry, along with considerations for sales, marketing, culture, and responsible AI application across industries like manufacturing, healthcare, finance, government, retail, and education.

University may choose to leverage Microsoft Learn AI Business School and incorporate into curriculum as desired, as defined via [aka.ms/LearnAIBS](https://aka.ms/LearnAIBS)

## **Microsoft Learn Catalog API**

The [Microsoft Learn Catalog API](https://aka.ms/LearnCatAPI) provides a public web API enabling an institution to retrieve a list of the modules and learning paths from Microsoft Learn along with the URLs used to access the training. Institutions may also wish to leverage the Microsoft Learn Catalog API [aka.ms/LearnCatAPI](https://aka.ms/LearnCatAPI) to build a custom web application, and subsequent LTI [aka.ms/LearnLTI](https://aka.ms/LearnLTI), to bring the Microsoft Learn catalog into the institution's LMS.

University may choose to leverage the Microsoft Learn Catalog API to build a custom web application or the LTI as an opensource app on GitHub to integrate the Microsoft Learn Catalog into their learning management system.

## **Microsoft Learn for Educators**

Microsoft Learn for Educators takes the best of Microsoft [Learn](https://learn.microsoft.com) online learning paths and supporting instructor-led training materials into the classroom. Eligible educators and faculty members can access Microsoft ready-to-teach curriculum and teaching materials aligned with industry-recognized Microsoft certifications. Microsoft Learn for Educators provides access to a curriculum consisting of Official Microsoft Learning Products for Microsoft Azure, Azure Data, Azure AI, and Power Platform fundamentals. Each course covers Microsoft Certification exam objectives with lessons based on real-world scenarios and practice exercises. Supporting resources for the Fundamentals courses include:

- Microsoft Official Curriculum: Full course, module content (including lab components where available), and Trainer Guide
- Course datasheet: Course overview, outline, and learning objectives
- Educator teaching guide: General course information to prepare for teaching delivery



University may choose to leverage the Microsoft Learn for Educators via the Microsoft Learn website. Educators will need to register and validate as an educator with their education email for access to the downloadable materials. [Aka.ms/LearnforEdu](https://aka.ms/LearnforEdu)

### **Microsoft Educator Center**

The Microsoft Educator Center (<https://education.microsoft.com/en-us>) provides access to professional development and training across a variety of Microsoft products as well as transformation maturity models for measuring success. The Microsoft Educator Center provides an online portal with learning paths for educators on popular technologies like Teams, OneNote, Office 365, Windows and more.

University may choose to leverage the Microsoft Educator Center for online for self-directed, self-paced training and development via [aka.ms/educatorcenter](https://aka.ms/educatorcenter)

### **Microsoft Certifications**

Microsoft certifications help validate students' knowledge of technology and potential to perform in technology industry jobs. Microsoft has developed entry-level productivity certifications aligned to Microsoft Office Suite, Fundamental Certifications, as well as Role-Based Certifications. These exams are regularly updated to reflect the pace of change and set the path for continuous learning opportunities once certified. Microsoft provides academic pricing and bulk procurement of Microsoft certifications via volume licensing. These are available in multi-exam packs (Fundamental Certifications in pack of 125 or 500 and Role Based Certifications in pack of 30) to allow institutions to self-serve when choosing different types of certifications to make available for members of their entire school community (students, educators, staff—also parents in K-12). The volume license SKUs provide a great way to procure exam vouchers in bulk and take advantage of convenient, flexible, discount pricing features of volume licensing for exams.

University will have the opportunity to add Microsoft Certification SKU to current Microsoft volume license agreement, leveraging academic discounted pricing. [aka.ms/LearnCert](https://aka.ms/LearnCert)

Furthermore, in the event of termination of this agreement, the necessary services of Microsoft shall be made available for the students enrolled in the joint degree programs or Microsoft Certifications, until the teach-out period of the students enrolled. Customer shall ensure necessary payments against procurement of multi-exam packs of Microsoft Certifications during the teach-out period.

### **Microsoft Learn Student Ambassadors**

Microsoft gives students the opportunity to apply to join the [Learn Student Ambassador Community](#), a structured program to help them learn and lead to make a difference and empower others. Students gain access to free tools, events, earn badges for activities and contributions and unlock exclusive benefits through learning. Applications remain open throughout the year with multiple rounds of intakes.



University will have the opportunity to promote Microsoft Learn Student Ambassador program to students as an open opportunity to participate in a Microsoft global community via <https://studentambassadors.microsoft.com/>

### **Microsoft Imagine Cup**

For nearly two decades, students from around the world have participated in Microsoft's global technology competition, the Imagine Cup, to bring their unique tech solutions to life. Imagine Cup is for student developers aged 16+, giving them the opportunity to build purpose-driven applications with Microsoft Azure technology to tackle some of the world's biggest social, environmental, and health challenges. Imagine Cup provides the opportunity to collaborate with other students, network with professionals, gain new skills, make a difference in the world around you, and have a chance to win travel, mentorship, and prizes.

University will have the opportunity to promote Imagine Cup to students as an open opportunity to participate in a Microsoft global competition via [www.imaginecup.com](http://www.imaginecup.com)

### **Azure for Students**

Students today are eager to get hands-on with technology and build for the future. With Azure for Students, eligible students aged 18 and over can start building apps, explore AI, and make the most of big data with access to more than 25 free Azure services plus \$100 in Azure credit, renewable annually without the need for a credit card. Learn more at:

University will have the opportunity to promote Azure for Students to their students who can access the benefits upon validation of their student credentials via [aka.ms/AzureForStudents](http://aka.ms/AzureForStudents)

### **Azure Dev Tools for Teaching**

Azure Dev Tools for Teaching is a benefit of Microsoft Volume License Agreements which provides access to tools commonly used in STEM programs, including professional developer and designer tools available to both faculty members and students. In addition to these tools, users also have access to beta releases, new releases, and technical support. Azure Dev Tools for Teaching is available to institutions with volume license agreements

University can activate or renew Azure Dev Tools for Teaching using the institution Volume License Agreement number via [aka.ms/ADT4T](http://aka.ms/ADT4T)

### **Azure Lab Services**



Azure Lab Services enables educators to set up and provide on-demand access to preconfigured virtual machines (VMs) to support classroom scenarios in Higher Education. Through these virtual classrooms educators can teach a class, train professionals, run a hackathon or a hands-on lab, and more.

University can get started and set up labs in the cloud today using existing Azure subscription or by creating a new account via [aka.ms/azlabs](https://aka.ms/azlabs)

## **GitHub**

GitHub Education helps students, teachers, and schools access the tools and events they need to shape the next generation of software development. With programs such as the GitHub Student Developer Pack, GitHub Campus Program, GitHub Classroom, and other resources, students and educators can take advantage of solutions that will meet their needs. Learn more at: <https://education.github.com/>

University may choose to acquire GitHub Enterprise on existing volume license agreement and/or leverage GitHub programs available online at <https://education.github.com/>

## **LinkedIn Learning**

LinkedIn Learning is an online learning platform that combines the industry-leading content from Lynda.com with LinkedIn's professional data and network. With over 16,000 courses taught by industry experts, LinkedIn Learning provides online training to supplement an institution's existing curriculum and help create more career-ready students across multiple different disciplines. Leveraging the LinkedIn platform in such a way also helps students build their online resume and provides added interest for students looking to institutions who are innovating with new learning modalities. LinkedIn Learning may also be a key element for a school or campus professional development initiative providing both technical and non-technical course subjects and titles for learners across the teaching and administrative staff. <https://www.linkedin.com/learning>

University may choose to acquire LinkedIn Learning via LinkedIn Learning academic agreements.

## **Microsoft Learn for Educators - Institution Program**

To provide additional support to University with integrating Microsoft Official Curriculum (MOC) into courses and train up faculty/educators to deliver the content, a University may consider nomination into the Microsoft Learn for Educators – Institution Program. This program requires a separate nomination and acceptance process, and program agreement. Upon entry, eligible educators may have access to additional benefits available such as certification



vouchers (educators only), opportunities for train-the-trainer support, and curriculum integration and course deployment aligned to the Microsoft Fundamentals portfolio.

University may choose to nominate for Microsoft Learn for Educators – Institution Program and review program agreement for further acceptance requirements.





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on 2021-09-22 19:38:40 IST

JECRC UNIVERSITY

e-Signed by Jagadisha Bhat  
on 2021-09-22 14:37:36 IST

IBM India Private Limited





**Statement of Work**  
**for**  
**IBM Developer Skills Network Private Instance**

**Prepared for**  
  
**JECRC UNIVERSITY**

**SoW Number: ANAIN2109029222655**

**Version: 1.1**

**Date: 22 September 2021**

The information in this Statement of Work may not be disclosed outside of JECRC UNIVERSITY and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the Statement of Work, provided that, if a contract is awarded to IBM as a result of or in connection with the submission of this Statement of Work, JECRC UNIVERSITY will have the right to duplicate, use or disclose the information to the extent provided by the contract. This restriction does not limit the right of JECRC UNIVERSITY to use information contained in this Statement of Work if it is obtained from another source without restriction. IBM retains ownership of this Statement of Work.

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**1. Overview and Approach**

This Statement of Work ("Statement of Work" or "SOW") is being executed between JECRC UNIVERSITY or ("Customer") and IBM India Private Limited ("IBM") for IBM Developer Skills Network Private Instance.

**2. IBM Statement of Work**

This section describes the work to be provided by IBM (the "Services") to JECRC UNIVERSITY ("the Customer") under the terms and conditions of the agreement identified in the signature block of this SOW, (the "Agreement"). In addition, Customer responsibilities are listed.

Changes to this SOW will be processed in accordance with the procedure described in Appendix A-1: Project Change Control Procedure. The investigation and the implementation of changes may result in modifications to the Estimated Schedule, Charges, and other terms of this SOW.

The following are incorporated in and made part of this SOW:

- a) Appendix A: Project Procedures
- b) Appendix B: General Terms & conditions
- c) Appendix C: Materials
- d) Appendix D: Sample Project Change Request form
- e) Exhibit 1: Data Processing Addendum Exhibit

To the extent there is any contradiction, inconsistency or ambiguity between the terms of this SOW identified below, this SOW will govern.

**3. Project Scope**

Under this project, IBM will:

- Provide IBM Developer Skills Network Private Instance for the students as highlighted under points 9 & 10 in page 9 of the contract.
- Provide capacity for up to 200 learners (Students) on the IBM Developer Skills Network Private Instance of which 200 learners are enrolled under IBM Career Education Joint Program offered at JECRC UNIVERSITY under this SoW.
- Additional access would be given to JECRC UNIVERSITY faculties on need basis limiting to 50 faculties overall
- Assessment and certificate/badge generation would be done from IBM Developer Skills Network private instance platform wherever applicable.
- For the avoidance of doubt, the course content is exclusively owned or licensed by IBM and the Customer shall in no event prepare any derivative works of the same. Further, upon expiry of the term of this SOW, the Customer shall promptly return or destroy such course content in their possession and submit a certification to IBM in this regard.
- Customer may at its option upload course content developed by itself on the skills network. IBM shall have no obligation to verify such course content. Customer shall be solely responsible and liable for any and all claims relating to such course content uploaded by the Customer in terms of intellectual property, authenticity, genuineness of the material/ course content. For course content uploaded by the Customer and courses offered by the Customer IBM shall not be providing any completion certificate.



IBM and Customer will each comply with applicable export and import laws and regulations, including those of the United States that prohibit or limit export for certain uses or to certain end users, and each party will cooperate with the other by providing all necessary information to the other, as needed for compliance. Each party will provide the other with advance written notice prior to providing the other party with access to data requiring an export license.

IBM's estimated charges and schedule are based on performance of the activities listed in the "IBM Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Appendix A-1: Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using IBM's standard rates in effect from time to time for any resulting additional work or waiting time.

#### **4. Key Assumptions**

This SOW and IBM's estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

- a. Technical support for IBM Developer Skills Network Private Instance is included during the contract period. Technical support options are detailed in the IBM Responsibilities in Point 5e.
- b. Technical support does not cover issues arising out of Customer's use of IBM Developer Skills Network Private Instance in other than its specified operating environment, or assistance with Customer or third-party products and services, or issues arising out of the use of IBM Developer Skills Network Private Instance with Customer or third party products or services.
- c. Out of Scope activities include any activity which is not mentioned in this SOW.

#### **5. IBM Responsibilities**

Under this SOW, IBM will undertake the following activities:

- a. IBM will provide JECRC UNIVERSITY with IBM Developer Skills Network Private Instance as agreed in page 9 of the contract.
- b. While this Statement of Work is active, IBM will provide you with IBM support for IBM Developer Skills Network Private Instance via IBM Standard electronic service request portal (ESR) support program.
- c. IBM will provide the following as part of the IBM Developer Skills Network Private Instance Service:
  - Course content from IBM Developer Skills Network Private Instance of courses from <https://jecrc.skillsnetwork.site>.
  - For the avoidance of doubt, the course content is exclusively owned or licensed by IBM and the Customer shall in no event prepare any derivative works of the same. Further, upon expiry of the term of this SOW, the Customer shall promptly return or destroy such course content in their possession and submit a certification to IBM in this regard.
  - IBM Developer Skills Network Private Instance with customizable landing page and default initialized configuration
- d. Provide 3rd level support Services under this SOW during normal business hours, 9 AM to 5 PM, local India time, Monday through Friday, except holidays.
- e. Conduct of training for the modules as mentioned & agreed in the signed MoU, courses are to be taught by University faculty or provided in self learning mode to the student.
- f. The latest course content can be referred on <https://jecrc.skillsnetwork.site> link for the University and learners for reference.

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- g. IBM reserves the right to update/edit/change/sunset/introduce any course not prescribed in joint program/learning path without any notice to the customer. This shall be done keeping in mind the latest trends and technology prevalent in the market

**h. Technical Support**

Customer will be responsible for providing the first level support to end users of the Services. This responsibility includes making a commercially reasonable effort to resolve any questions or problems regarding the Services whether discovered or reported by a Customer's employee or external parties. If and when support from IBM is warranted, the Customer's administrators for the Services can open an electronic support ticket. IBM will make commercially reasonable efforts to respond to tickets during normal business hours and resolve any questions or problems regarding the Services in a timely manner.

For the first level of support, the Services include a ticketing system that can be optionally enabled through the Services Administrative Console, using the "Support Tab" menu item. When enabled, a support tab appears on the portal, and when clicked, users can report the issue. This ticketing system will be monitored by the Customer's Services administrator.

For the next level of support, when a Services administrator needs help from IBM, they will use the support tab that is always available inside the Services Administrative Console. Clicking on this support tab will open a window where the Services administrator can report the problem to IBM. This ticketing system is monitored by IBM.

**6. Customer Responsibilities**

The completion of the proposed scope of work depends on the full commitment and participation of Customer management and personnel. Customer is required to perform Customer obligations in the Agreement and this SOW without exception. IBM's performance is predicated upon the following responsibilities being managed and fulfilled by Customer. Delays in performance of these responsibilities may result in additional cost and/or delay of the completion of the project and will be handled in accordance with Appendix A-1: Project Change Control Procedure.

**6.1 Customer Project Manager**

Prior to the start of this project, Customer will designate a person called Customer Project Manager who will be the focal point for IBM communications relative to this project and will have the authority to act on behalf of Customer in all matters regarding this project.

- Customer Project Manager's responsibilities include the following:
- Manage Customer personnel and responsibilities for this project;
- Every user enrolled in IBM courses needs to be enrolled to IBM Developer Skills Network private instance platform.
- Serve as the interface between IBM and all Customer departments participating in the project;
- Administer the Project Change Control Procedure with the IBM Project Manager;
- Participate in project status meetings.
- Each user registering on IBM Developer Skills Network private instance should have their real email id.
- Total number of students will not exceed the count mentioned in Page 9 owing to students who have graduated from University, detainee students or students who are not part of academic studies for any other reason.
- Will delete those accounts of students who are not part of academic studies of the University for above reason.
- Will not enrol learners who are not part of academic studies of the University.
- Will ensure that instructors do not enrol learners on their own without prior knowledge of the Admin of the IBM Developer skills network private instance.



- Obtain and provide information, data, and decisions within three business days of IBM's request unless Customer and IBM agree in writing to a different response time.
- Resolve deviations from the estimated schedule, which may be caused by Customer.
- Help resolve project issues and escalate issues within Customer organization, as necessary.
- Review with the IBM Delivery Manager any of Customer invoice or billing requirements. Such requirements that deviate from IBM's standard invoice format or billing procedures may have an effect on price, and will be managed through the Project Change Control Procedure in Appendix A-1.
- Create with IBM's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.
- Student and faculty names and email ids in the prescribed format must be provided by the University. There must not be any changes in the students list once provided.
- Minimum requirements to access the courses on private instance requires a user to have decent internet speed over a standard browser with a minimum of 2GB RAM.
- A total of two attempts would be given to any student to clear the exam of a course.
- The Customer agrees not to use the trademarks, trade names, services marks or other proprietary marks of IBM in any advertising, press releases, publicity matters, or other promotional materials without prior written approval of IBM.
- Before publishing or marketing any Customer curriculum that incorporates IBM course content, the Customer agrees to have the naming, design and curriculum reviewed and approved by IBM
- The Customer agrees to provide electronically to IBM a quarterly report listing the number of Course enrolments, completions for all IBM course content and Customer curriculum that incorporates IBM course content.
- The Customer agrees that for every learner enrolled in the Customer's curriculum that incorporates IBM course content, the Customer will ensure that the learner is also enrolled in the corresponding IBM course on the IBM Skills Network Private Instance (i.e. not just on the Customer's LMS)
- The Customer agrees that every learner enrolled in Customer curriculum or program that incorporates IBM content, the Customer will ensure that the learner will create a no-charge IBM Cloud Lite account using the special link provided by IBM
- To provide the list and profile of the participants to IBM for certificate and record purposes and ensure that participants meet the pre-requisites for the course
- To help IBM to co-develop the curriculum of the program as required
- To Provide the required infrastructure and other support as prescribed by IBM to conduct the course
- To co-ordinate with IBM for smooth delivery of courses & to follow Career Education Program guidelines as communicated from time to time
- To confirm the schedule at least 10 days in advance of course commencement
- Customer agrees to obtain any software or other licenses or approvals related to these resources that may be necessary for IBM to perform the Services. IBM will be relieved of its obligations that are adversely affected by Customer's failure to promptly obtain such licenses or approvals.
- IBM Courses are dynamic and are subject to change based on latest technology trends
- IBM Self Learning Course durations may vary over time and may be updated-/ deprecated as demanded by Industry.

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## 6.2 Customer Other Responsibilities

Customer will:

- a. provide IBM and its personnel with suitable office space if required, and other accommodations and facilities that IBM may reasonably require to perform the Services, in particular secretarial support, supplies, furniture, computer facilities, telephone/fax communications, high speed internet connectivity and other facilities for IBM personnel while working on this project. The IBM project team will be located in an area adjacent to Customer subject matter experts and technical personnel, and all necessary security badges and clearance will be provided for access to this area. A lockable four or five drawer cabinet will be provided to IBM personnel in accordance with Customer security procedures. Customer will be responsible for ensuring that Customer have appropriate backup, security and virus-checking procedures in place for any computer facilities Customer provide or which may be affected by the Services;
- b. be responsible for providing all necessary (including statutory) security to the IBM personnel working on the Customer's premises. A minimum standard for such security will be what IBM provides its employees working on IBM premises.
- c. supply all prerequisite hardware and software to be used during the performance of this SOW. This does not include any hardware or software normally used by IBM consultants in the performance of their day-to-day responsibilities with IBM;
- d. ensure that Customer staff is available to provide such assistance as IBM reasonably requires and that IBM is given reasonable access to Customer senior management, as well as any members of Customer staff to enable IBM to provide the Services. Customer will ensure that Customer staff has the appropriate skills and experience. If any of Customer staff fails to perform as required, Customer will make suitable additional or alternative staff available;
- e. if making available any facilities, software, hardware or other resources, obtain any licenses or approvals related to these resources that may be necessary for IBM and its subcontractors to perform the Services. IBM will be relieved of its obligations that are adversely affected by Customer failure to promptly obtain such licenses or approvals. Customer agree to reimburse IBM for any costs and other amounts, including costs of litigation, damages, fines, penalties and settlements of any nature, that IBM may incur from Customer's failure to obtain these licenses or approvals;
- f. provide all information and materials reasonably required to enable IBM to provide the Services. Customer agrees that all information disclosed or to be disclosed to IBM is and will be true, complete, accurate and not misleading in any material respect. IBM will not be responsible for any loss, damage, delay, or deficiency arising from inaccurate, incomplete, or otherwise defective information or materials supplied by Customer or Customer representative;
- g. if Customer is employing other suppliers whose work may affect IBM's ability to provide the Services, unless specifically agreed to otherwise in writing, Customer will be responsible for the management of the third parties and the quality of their input and work. Except to the extent IBM specifically agrees otherwise in this SOW, Customer are solely responsible for any third party hardware, software or communications equipment used in connection with the Services;
- h. make final selection of solution and technical architectures;
- i. be responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect Customer existing systems, applications, programs, or data to which IBM 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. Customer is solely responsible for obtaining advice of competent legal counsel as to the identification and interpretation of any relevant laws, rules and regulations that may affect Customer business and any actions Customer may need to take to comply with such laws. IBM makes no representations or warranties with respect to product safety or regulatory compliance of non-IBM products;



- j. allow IBM to cite Customer company's name and the general nature of the Services that IBM performed for Customer to IBM's other customers and prospective customers as an indication of IBM's experience, unless both the Customer and IBM specifically agree otherwise in writing;
- k. Customer agrees that IBM may process the business contact information of Customer employees and contractors and information about Customer as a legal entity (contact information) in connection with IBM Products and Services or in furtherance of IBM's business relationship with Customer . This contact information can be stored, disclosed internally and processed by International Business Machines Corporation and its subsidiaries, Business Partners and subcontractors wherever they do business, solely for the purpose described above provided that these companies comply with applicable data privacy laws related to this processing. Where required by applicable law, Customer has notified and obtained the consent of the individuals whose contact information may be stored, disclosed internally and processed and will forward their requests to access, update, correct or delete their contact information to IBM who will then comply with those requests;
- l. Customer is responsible for i) any data and the content of any database Customer make available to IBM in connection with a Service, ii) the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data, and iii) backup and recovery and integrity of the database and any 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. IBM's responsibilities regarding such data or database, including any confidentiality and security obligations, are governed by the terms of this SOW (which prevails over the terms of any separate confidentiality agreements) and are subject to the Limitation of Liability and other terms in this SOW;
- m. if IBM requires access to Customer production systems, provide the required hardware (either an assigned desktop or laptop system) for such access. Any hardware provided for this access will be secured at Customer location when not in use by IBM; and
- n. Any and all intellectual property belonging to IBM used and exchanged pursuant to this SOW shall remain the property of IBM. Nothing in this SOW shall be construed as expressly or impliedly granting the Customer any Intellectual Property right in respect of any items such as, without limitation, drawings and models, inventions, patents, trademarks, software or ideas in relation to such intellectual property.

**7. Deliverable Materials**

IBM will provide Customer with the tangible items listed in Appendix C if any, which will be provided as Type II Materials.

**8. Completion Criteria**

IBM will have fulfilled its obligations under this SOW when any one of the following first occurs:

- a) IBM accomplishes the activities set forth in the "IBM Responsibilities" section and delivers to Customer the Materials listed, if any; or
- b) Customer or IBM terminates the project in accordance with the provisions of this SOW.

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**9. Estimated Schedule**

The Services will be provided from a start date and an end date, which to be determined by both parties and currently estimated as follows.

Estimated Subscription start date: 27 Sept 2021

Estimated Subscription End Date: 26 Sept 2022

Customer shall make the payment for the next semester in advance to IBM for continuity of services. IBM reserves the right to suspend the provision of Services if the payment if the order is not loaded on or before the due date as agreed in the MoU.

**10. Charges**

The total charges under this SoW for this service are INR 25,00,000/- (Rupees Twenty Five Lakhs Only) plus applicable taxes.

Min. No of Participants	Course Code #	Course Name / Description	Total (INR)
200	IBMCE-JECRC	IBM Developer Skills Network Private Instance	25,00,000

Milestone	Due Date for Payment	Advance Payment to be made
1st Milestone Payment	On Sign Up	INR 12,50,000 + taxes
2nd Milestone Payment	15 Jan 2022	INR 12,50,000 + taxes
Total		INR 25,00,000 + taxes

Though the initial SoW will be executed for a minimum 200 students subscription model, at any stage if there are increase in student count & JECRC University agrees to opt for higher student slab options, corresponding details will be agreed by signing a PCR & payment to be made to IBM accordingly as agreed in the MoU between JECRC University & IBM India Pvt Ltd..

**11. Payment**

- The prices shall be exclusive of all applicable taxes, duties and levies and shall be charged as per actuals.
- 100% Payment in Advance

Customer shall make the payment in advance based on Proforma Invoice submitted by IBM as per the payment schedule plus applicable taxes and services/provision to course will be provided only on receipt of payment as per the payment schedule. Payment is due in advance upon receipt of proforma invoice. Payment may be made electronically to an account specified by IBM or by other means agreed to by the parties. IBM reserves the right to suspend the provision of Services if the payment on Proforma Invoice is not made as per the above mentioned payment schedule.

e-Signed by S. L. Agrawal  
on 2021-09-22 19:41:01 IST

e-Signed by Jagadisha Bhat  
on 2021-09-22 14:38:13 IST



Prices and charges are exclusive of applicable taxes like Goods and Services Tax or any other similar taxes and cesses. Customer shall bear all taxes viz., Goods and Services Tax applicable on the supply of goods (or services) in terms of this Agreement. IBM shall state the applicable taxes in its tax invoice and pay all taxes collected from Customer to the appropriate tax authority. IBM shall be solely responsible for charging appropriate Indirect Taxes and timely depositing the same with the relevant authorities to the extent IBM is statutorily liable.

IBM shall be solely responsible for: a) Issuing and making available to Customer all requisite documents in the manner prescribed under the GST Laws including but not limited to invoices, advance receipt vouchers, credit notes, debit notes, e- way bills, which are in compliant with the relevant provisions of GST laws.

Customer shall separately state the invoicing location and beneficiary location for any supply of goods/services provided under this Statement of Work (SOW) or any other document issued pursuant to the terms of this Agreement.

IBM shall ensure that the information it submits to the GSTN portal matches with the information contained in the tax invoices issued to the Customer. Customer acknowledges and agrees that the tax invoices issued by IBM contains information and data which was mutually accepted and agreed by the Customer and IBM, after approvals and confirmations from the respective personnel belonging to the Customer and IBM.

In the event of any mismatch of the details of the outward supplies uploaded by IBM and auto-populated as inward supplies for the Customer on the GSTN portal, the details of such mismatch shall be made available to both the Customer and IBM electronically by the GSTN portal on or before the last date of the month in which the matching has been carried out by the GSTN portal. IBM shall make suitable rectifications in the respective tax invoices identified by the Customer and upload the same as part of the statement of outward supplies to be furnished for the month in which the discrepancy is made available to IBM by the GSTN portal. To facilitate this rectification, Customer shall promptly provide the necessary information and data to enable IBM to promptly rectify and upload the rectified information as part of its outward supplies for that month. Customer shall promptly accept such rectified details and make suitable rectifications in the statement of inward supplies to be furnished for the month in which the discrepancy was communicated by the GSTN portal.

Notwithstanding the above, if there is any mismatch of input tax credit resulting in consequences for both the Customer and IBM, both the parties shall adhere to the remedial provisions of section 42 of CGST Act, 2017 read with Rule 71 of CGST Rules, 2017. Any consequential costs and expenses impacting both the parties and treatment of the financial impact thereof, shall be mutually agreed to be resolved in good faith.

If Customer is required to withhold tax from its payments to IBM in accordance with effective legislation, Customer may withhold income tax and/or other taxes from amounts due to IBM. In this case, Customer shall provide IBM the relevant certificate of withholding as per the Income Tax Laws of India. IBM is required to quote the PAN number on each Invoice along with copy of PAN card. Non-submission of PAN number can lead to higher deduction of Withholding Tax Rate/rejection of Invoice for which Customer shall not held responsible and shall not be in any manner liable to repay to IBM. If IBM does not provide the PAN Number and due to which additional tax liability arises then such incremental tax liability shall be to IBM's account and shall be deducted from the payments due to the SUPPLIER.[ IBM confirms that any wrong/excess deduction of tax on account of non-compliance with relevant laws/Income Tax Act, 1961, shall be on account of IBM.]

Customer shall ensure that the Permanent Account Number ("PAN") of IBM is quoted rightly in quarterly TDS returns or any other document where the PAN of IBM is required to be mentioned.

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



If Customer requires a Purchase Order (PO) for payment purposes, the Services under this SOW will not be provided until a PO or a PO waiver for the charges specified in the Charges section, including travel and living expenses, is received. A PO waiver may be sent in hard copy or e-mail, but must come from an authorized officer or Customer purchasing agent. Any different or added terms contained in any PO or other ordering documents that might be exchanged in relation to activities under this SOW will not be applicable or of any effect. At its sole discretion, IBM may elect to begin delivery of Services after SOW signing, but prior to receipt of PO or PO waiver, on a limited, case-by-case basis.

## **12. Additional Terms and Conditions**

### **12.1 Termination**

Either party may not terminate this SOW for convenience. However, either Party may terminate this SOW for cause in the event the breaching Party is unable to cure the breach within 30 days of written notice by the non-breaching Party. It is clarified that nonpayment of charges shall be considered as a breach under this SOW.

### **12.2 Each party will comply with all applicable export and import laws, regulations, and associated embargo and sanction regulations, including prohibitions on export for certain end uses or to certain end users. Data Processing Protection**

IBM's Data Processing Addendum (DPA) at <http://ibm.com/dpa> and the attached DPA Exhibit apply and supplement the Agreement, if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to Processing of Personal Data provided by the Customer.

### **12.3 COVID Clause**

The parties acknowledge and agree that COVID-19 is an event beyond the parties' reasonable control, and it is not possible to foresee (or advisable to try and foresee) its duration, impact or extent (including measures and recommendations that may be put in place by regulators). As such, where a party's non-monetary obligations are not performed, affected, and/or delayed and that is attributable to COVID-19 or its related impacts, notwithstanding any other provision in the agreement, the affected party will not be responsible for such non-performance, affected performance or delay. The parties will act responsibly to discuss the affected obligations, potential work-arounds and related issues in good faith and will document any agreed changes to the agreement

### **12.4 Other Terms and Conditions**

Purchase Order should be in favour of "IBM India Pvt. Ltd." Any Purchase Order issued under this SOW shall be for administrative purposes only and any additional or conflicting terms in the same shall be void.

Any change in the pace or content of the course will be effected subject to authorization by Customer and the approval of IBM.

This SOW and its Appendices identified below, are the complete agreement regarding Services, and replace any prior oral or written communications, representations, undertakings, warranties, promises, covenants, and commitments between Customer and IBM regarding the Services. In entering into this SOW, neither party is relying upon any representation that is not specified in this SOW. Additional or different terms in any written communication from Customer (such as a purchase order) are void. Each party agrees that no modifications have been made to this SOW.

e-Signed by S. L. Agrawal  
on 2021-09-22 19:41:22 IST

e-Signed by Jagadisha Bhat  
on 2021-09-22 14:38:17 IST



Each party accepts the terms of this SOW by signing this SOW (or another document that incorporates it by reference) by hand or, where recognized by law, electronically. Once signed, please return a copy of this document to the IBM address shown below. Any reproduction of this SOW made by reliable means (for example, electronic image, photocopy, or facsimile) is considered an original and all Services ordered under this SOW are subject to it.

This SOW and the agreement (and any applicable attachments) represent the complete agreement regarding this subject matter and replace any prior oral or written communications between IBM India Private Limited and JECRC UNIVERSITY. Any Purchase Order issued pursuant to this SOW, will be for administrative purposes only and any terms therein will not be applicable.

Agreed to: JECRC UNIVERSITY	Agreed to: IBM India Private Limited
By: e-Signed by S. L. Agrawal on 2021-09-22 19:41:27 IST	By: e-Signed by Jagadisha Bhat on 2021-09-22 14:38:19 IST
Authorized signature	Authorized signature
Title: Registrar	Title: Country Manager - Software Services
Name (type or print): S. L. Agrawal	Name (type or print): Jagadisha Bhat
Date: 2021-09-22 19:41:27 IST	Date: 2021-09-22 14:38:19 IST
Customer Address: PLOT NO. IS-2036 TO IS-2039, RAMCHANDRAPURA INDUSTRIAL AREA, VIDHANI, SITAPURA EXTENSION, JAIPUR – 303905, RAJASTHAN	IBM Agreement: CE MoU dated 2 Sept 2020 between JECRC University & IBM India Pvt Ltd.
	Statement of Work number: ANAIN2109029222655



## **Appendix A: Project Procedures**

### **A - 1: Project Change Control Procedure**

The following process will be followed if a change to this SOW is required:

- a. A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.
- b. The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- c. Both Project Managers will review the proposed change and agree to implement it, recommend it for further investigation, or reject it.
- d. IBM will specify any charges for such investigation. A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. IBM will invoice Customer for any such charges per the terms of this SOW. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of this SOW.
- e. A PCR must be accepted by authorized representatives from both parties to authorize implementation of any agreed changes to the SOW. Until a change is agreed to, both parties will continue to act in accordance with the latest agreed version of the SOW.
- f. A PCR that has been signed by authorized representatives from both parties constitutes a change authorization for purposes of this SOW.

#### **ii. Deliverable Materials Acceptance Procedure**

Except for Status Reports, Project Plans/Schedules, and Student Course Materials, deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- a. One printed draft of the deliverable Material will be submitted to Customer Project Manager. It is Customer Project Manager's responsibility to make and distribute additional copies to any other reviewers.
- b. Within five business days of receipt, Customer Project Manager will either accept the deliverable Material or provide the IBM Project Manager a written list of requested revisions. If IBM receives no response from Customer Project Manager within five business days, then the deliverable Material will be deemed accepted.
- c. The IBM Project Manager will consider Customer timely request for revisions, if any, within the context of IBM's obligations under this SOW.
- d. Those revisions agreed to by IBM will be made and the deliverable Material will be resubmitted to Customer Project Manager, at which time the deliverable Material will be deemed accepted.
- e. Those revisions not agreed to by IBM will be managed in accordance with Appendix A-1: Project Change Control Procedure.
- f. Any conflict arising from this deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-3.

e-Signed by S. L. Agrawal  
on 2021-09-22 19:41:33 IST

e-Signed by Jagadisha Bhat  
on 2021-09-22 14:38:25 IST



#### **A - 2: Escalation Procedure**

The following procedure will be followed to resolve a conflict arising during the performance of this SOW.

- a. When a conflict arises between Customer and IBM, the project team member(s) will first strive to work out the problem internally.
- b. Escalation Level 1: If the project team cannot resolve the conflict within two business days, Customer Project Manager and the IBM Project Manager will meet to resolve the issue.
- c. Escalation Level 2: If the conflict is not resolved within three business days after being escalated to Level 1, Customer Executive Sponsor will meet with the IBM Project Executive to resolve the issue.
- d. If the conflict is resolved by either Escalation Level 1 or Escalation Level 2 intervention, the resolution will be addressed in accordance with the Project Change Control Procedure set forth in Appendix A-1.
- e. If the conflict remains unresolved after Escalation Level 2 intervention, then either party may terminate this SOW. If the conflict is addressed by termination, Customer agree to pay IBM as described in the "Termination" section of this SOW.
- f. During any conflict resolution, IBM agrees to provide Services relating to items not in dispute, to the extent practicable pending resolution of the conflict. Customer agree to pay invoices per this SOW.

e-Signed by S. L. Agrawal  
on 2021-09-22 19:41:37 IST

e-Signed by Jagadisha Bhat  
on 2021-09-22 14:38:28 IST



## **Appendix B: General Terms and Conditions**

1. Neither party is responsible for failure to fulfill its obligations due to causes beyond its control (Force Majeure).
2. Each party grants the other party only rights specified herein. No other licenses or rights (including licenses or rights under patents or materials newly created on this assignment) are granted herein. There are no express or implied conditions or warranties.
3. Any dispute arising out of this SOW shall be finally settled by binding arbitration as per Arbitration and Conciliation Act, 1996. A sole arbitrator shall be appointed with the mutual written consent of the parties. The venue of arbitration shall be Bangalore.
4. IBM's aggregate liability, regardless of the nature of claim, arising under this SOW shall be limited to the total charges paid by Customer to IBM prior to the date of first claim. IBM shall not, in any event, be liable for any indirect or consequential damages, loss of data, business or goodwill or any third party claim.
5. Prior to making facilities, software, hardware, networks or other similar resources available to IBM, Customer agrees to obtain any licenses or approvals for IBM to use, access and modify such resources to the extent necessary for IBM to perform these services, including the development of any materials. IBM will be relieved of its obligations to the extent Customer failure to promptly obtain such licenses or approvals adversely affect IBM's ability to perform its obligations. If a third party asserts a claim against IBM as a result of Customer failure to obtain these licenses or approvals, Customer agrees to hold harmless and reimburse IBM for any costs and damages IBM may reasonably incur in connection with such claim.

e-Signed by S. L. Agrawal  
on 2021-09-22 19:42:26 IST

e-Signed by Jagadisha Bhat  
on 2021-09-22 14:38:31 IST



## Appendix C: Materials

As per IBM Responsibilities mentioned above

e-Signed by S. L. Agrawal  
on 2021-09-22 19:42:32 IST

e-Signed by Jagadisha Bhat  
on 2021-09-22 14:38:35 IST



# Appendix D: Sample Project Change Request

1. PROJECT CHANGE REQUEST (PCR)	
PCR Date:	Requested by: PCR Number:
This PCR must be approved by both parties and signed below on or before the offer expiration date before the PCR can be implemented. This offer will expire on unless extended by IBM in writing. All other terms in the referenced SOW not affected by this PCR remain in full force and effect.	
The parties agree that this PCR modifies the existing referenced SOW as follows:	
PCR Approval	
In entering into this PCR, Customer are not relying upon any representation made by or on behalf of IBM that is not specified in the SOW, including, without limitation, the actual or estimated completion date, number of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under the SOW. Each of us agrees that the complete agreement between us about these Services consists of 1) this Project Change Request, and 2) the referenced SOW including any previous mutually-approved PCRs.	
Agreed to:	Agreed to:
JECRC UNIVERSITY	IBM India Pvt Ltd
By (Authorized Signature):	By (Authorized Signature):
Title:	Title:
Name (type or print):	Name (type or print):
Date:	Date:
PCR Estimated Start Date (remove if not applicable):	Statement of Work Name:
PCR Estimated End Date (remove if not applicable):	Statement of Work Number:
	IBM Fax Number:
	IBM Internet ID:

e-Signed by S. L. Agrawal  
on 2021-09-22 19:42:38 IST

e-Signed by Jagadisha Bhat  
on 2021-09-22 14:38:38 IST



## **Exhibit 1: Data Processing Addendum Exhibit**

### **Software Services for Career Education**

#### **Read-only access of Customer Personal Data**

This Data Processing Addendum Exhibit (DPA Exhibit) specifies the DPA for the identified Service.

#### **1. Processing**

IBM will process Customer Personal Data for the Service, as described in the SOW and as supplemented and specified by this DPA Exhibit.

##### **1.1 Processing Activities**

The processing activities with regard to Customer Personal Data are:

- Reading

IBM will access Customer Personal Data only through the applicable Cloud Service as a "User" in a read-only mode.

#### **2. Customer Personal Data**

##### **2.1 Categories of Data Subjects, Types of Customer Personal Data and Special Categories of Customer Personal Data**

The Categories of Data Subjects, Types of Customer Personal Data and Special Categories of Customer Personal Data are defined in the DPA Exhibit (Data Sheet) applicable for the respective Cloud Service for which IBM is providing the Services, as specified in the SOW. Therefore the information set out in the DPA Exhibit regarding Categories of Data Subjects, Types of Customer Personal Data and Special Categories of Customer Personal Data for the respective Cloud Service also apply to the Service.

#### **3. Technical and Organizational Measures**

The technical and organizational measures in respect of the relevant Cloud Service are set out separately in the DPA Exhibit for that Cloud Service. The technical and organizational measures (TOMs) applicable to the Service are described below. Customer confirms its obligation to implement appropriate TOMs within its own area of responsibility as required by applicable Data Protection Laws.

##### **3.1 Data Protection**

- IBM will treat all Content as confidential by not disclosing Content except to IBM employees, contractors, and subprocessors, and only to the extent necessary to deliver the Service, unless otherwise specified in the SOW.

##### **3.2 Access Control**

IBM workstations used to access Customer Personal data are secured under standard IBM IT security policies and rules that cover password control, anti-virus protection, firewall protection, hard drive password or disk encryption, automatic security patch installation, VPN to access the IBM network, control of IBM required software on the workstation, approval requirements for open source software and monitoring software to ensure security policy compliance.

IBM may require access to Customer Personal Data through the Cloud Service as a user to deliver the Service. Such user access is controlled by the Customer. Customer will restrict and limit such access to the least level required to provide and support the Service. Such access, including administrative access (privileged access), will be individual, role-based, and subject to Customer processes and policies. Customer will terminate such access provided to IBM personnel at the end of the Service.

##### **3.3 Security Policies**

IBM will maintain and follow its standard mandatory employment verification requirements for all new hires, including supplemental employees, and extend such requirements to wholly owned IBM



subsidiaries. In accordance with IBM internal process and procedures, these requirements will be periodically reviewed and include, but may not be limited to, criminal background checks, as legally permitted, proof of identity validation, and additional checks as deemed necessary by IBM. Each IBM company is responsible for implementing these requirements in its hiring process as applicable and permitted under local law.

IBM employees will complete security and privacy education annually and certify each year that they will comply with IBM's ethical business conduct, confidentiality, and security policies, as set out in IBM's Business Conduct Guidelines. Additional policy and process training will be provided to persons granted administrative access to the Service components that is specific to their role within IBM's operation and support of the Service.

#### **4. Deletion and Return of Customer Personal Data**

IBM will neither return nor delete the Customer Personal Data as the Service is being provided directly within the Cloud Services and therefore the regulation about deletion and return set out in the DPA Exhibit for the respective Cloud Services applies.

#### **5. Subprocessors**

a. IBM Data Importers (IBM companies established outside either the European Economic Area or countries considered by the European Commission to have adequate protection):

Name of Subprocessor	Address of Subprocessor
IBM India Private Limited	IBM India Private Limited No. 12, Subramanya Arcade, Bannerghatta Road, Bengaluru – 560029, India

#### **6. International Data Transfer**

##### **6.1 EU Standard Contractual Clauses**

EU Standard Contractual Clauses signed by all IBM Data Importers is available at:  
<http://ibm.biz/EUMCDoc>.

#### **7. Data Privacy Officer and Other Controllers**

Customer is responsible for providing complete, accurate and up-to-date information about its data privacy officer and each of their other Controllers (including their data privacy officer). Any updates to the information should be provided to IBM by contacting [DPA.Help.project@uk.ibm.com](mailto:DPA.Help.project@uk.ibm.com) along with the contract # and Customer name.

#### **8. IBM Privacy Contact**

The IBM privacy contact can be contacted at [DPA.Help.project@uk.ibm.com](mailto:DPA.Help.project@uk.ibm.com).

e-Signed by S. L. Agrawal  
on 2021-09-22 19:43:00 IST

e-Signed by Jagadisha Bhat  
on 2021-09-22 14:38:44 IST



# MEMORANDUM OF UNDERSTANDING BETWEEN CONFEDERATION OF INDIAN INDUSTRY AND JECRC UNIVERSITY

**Agreed and executed on this day of 08-10-2020**

**Confederation Of Indian Industry ("CII")**, a society registered under the Societies Registration Act, 1860, a not for profit and industry managed organisation and having its Central Office at The Mantosh Sondhi Centre 23, Institutional Area, Lodi Road, New Delhi -110 003, India (hereinafter referred to as "CII"), represented by its authorised signatory Mr./Ms Prateek Agrawal, Yuva Chair, Yi Jaipur Chapter, which expression shall unless repugnant to the context and meaning thereof include its successors, administrators and permitted assignees).

**And**

**JECRC UNIVERSITY** having its Head Office at Plot No IS -2036 to 2039, Ramchandrapura, Village: Vidhani, Plot No IS -2036 to 2039, Ramchandrapura, Village: Vidhani, Sitapura Industrial Area Extension Near Jaipur - 303 905 (Rajasthan), India (**hereinafter referred to as JECRC UNIVERSITY**) represented by its authorised signatory **Mr./Ms S L Agrawal, Registrar**, which expression shall unless repugnant to the context and meaning thereof include its successors, administrators and permitted assignees).

Hereinafter individually referred to as CII or **JECRC UNIVERSITY, Jaipur, as it may be, and collectively referred to as the Parties.**

## **WHEREAS:**

CII is a non-government, non-profit, industry led and industry managed organization, which works to create and an environment conducive to the growth of industries in India through advisory and consultative process CII charts change by working closely with Government on policy issues, interfacing with thought leaders, and enhancing efficiency, competitiveness and business opportunities through a range of specialized services and strategic global linkages. Young Indians (Yi) is an initiative and integral part of the CII formed with an objective of creating a platform for Young Indian's to realize the dream of a developed nation. It has over 3200 direct members in 46 city chapters, and indirect membership of 29500 through its Yuva. "To become the Voice of Young Indian's Globally" being the vision of Yi, it reaches out to the global Indians wherever they are to make them an integral part of the Indian Growth Story. The Yi Yuva platform is one of the most active focus areas within Young Indians by which Yi members engage students from



across the country in various initiatives that the students conceptualize, plan and execute. The objective is to create a bridge, a platform for the students to work in cross functional teams with a broad objective of enhancing their leadership skills and giving back to the nation. In the process, the students work in leadership roles while operationalizing projects that are based on self-development, skill building, community service and nation building.

### WHEREAS:

JECRC University has its campus in Jaipur the capital city of Rajasthan and the famous tourist and business city in north-western India. The 32-acre JU campus combines unique classical architecture and thoughtful layout and landscaping to create a perfect learning ecosystem. The campus is located around the prime industrial and institutional hub of Jaipur and is well connected with all parts of the city. JECRC University is driven by the spirit of innovation-led research. This is spelt out in infrastructure as well as practices. The multifaceted research encompasses subject-specific exploration as well as the contexts of the business environment in which our students will operate and perform. JECRC is known for a strong research culture and close industry linkages. JU aims at creating valuable resources for industry and society through its interventions in creation of research and innovative culture, academic and professional enhancement and cultural enrichment. JU Edge: Academic integrity and accountability Respect and tolerance for the views of every individual Attention to issues of national relevance as well as of global concern Breadth of understanding, including knowledge of the human sciences An unfettered spirit of exploration, rationality and enterprise Strong research orientation and culture based foundation Sustainable development and responsible education Internationally accepted pedagogy Institutions of JECRC University are Spread Over: More than 10,00,000 square feet of constructed area.

Waiteer

SL Aggarwal

## NOW THEREFORE, BOTH THE PARTIES HEREBY AGREE AS UNDER

### ARTICLE I: PURPOSE AND OBJECTIVES

Both the Parties, by way of this MOU express their commitment to collaborate with each other to:

- I. The role of the institution would be to enroll All students or minimum of 250 students at the beginning of the year and increase the same substantially through the years.
- II. Yi and Education Partner shall motivate and provide opportunities to the students to engage in activities and initiatives that they conceptualize, create reports regularly on their activities to the Yi Executive Member and participate in the Yi National & Chapter events in other cities like the summit (finer details to be worked in coherence with the institution's policies)



- III. Both the Parties are desirous of promoting mutual cooperation and wish to expand the basis for friendly and cooperative educational and academic collaborations by way of this MOU.
- IV. Both the Parties understand and acknowledge that this MOU is a pre-requisite for further collaboration and cooperation activities, academic partnerships etc.
- V. Any other activities considered by both Parties to be potentially beneficial.

## ARTICLE II: FINANCIALS

- I. Both the Parties shall, depending on availability of funds and resources and after mutual consensus, dedicate funds for specific arrangements, academic projects and all endeavours envisioned under this MOU. Unless otherwise specifically agreed to in writing by the Parties, each Party will bear on their own the respective costs of carrying out the obligations under this MOU. Each party is responsible for its own taxes and compliances in respect to the deliverables envisaged herein and shall not hold the other party responsible for such taxes and compliances. This is merely a broad understanding between the parties in furtherance to the common intention for accomplishing the objectives mentioned herein above. In future, if the parties intend to enter into any financial arrangement, the legal rights and commercial obligations of the parties as applicable shall be delineated through separate documents on case to case basis. Taxes if any will be charged extra and withholding tax if any will be deducted by respective party on any financial transaction as per applicable laws.
- II. Both the Parties shall be free to collaborate with and seek financial support, donations from national and international organizations, partners for cooperative activities to be undertaken under this MOU.

Waiteer

Alghawal.  
SL Agawal

## ARTICLE III: COORDINATION BETWEEN FACILITATORS

Both the Parties shall nominate one or more senior representative/officer, who shall be the point of contact/facilitator for the purposes of this MOU. The facilitators of both the Parties shall maintain regular contact with the other Party as well as propose and review different academic projects, programs and other activities in furtherance of objectives of the purpose and objectives envisioned under this MOU. The Facilitators may also be required to report to and coordinate with different committees or boards for the purposes of this MOU, as may be necessary.

## ARTICLE IV: INTELLECTUAL PROPERTY RIGHTS

Both the Parties shall:

- I. Share with each other all data, research and findings relating to activities, projects undertaken under



this MOU.

- II. Enjoy joint ownership of all intellectual property rights in terms of copyrights, patents, trademarks for any discoveries, inventions researches and any outcomes resulting from joint activities undertaken under this MOU.

## ARTICLE V: CONFIDENTIALITY

For the purposes of this MOU:

- I. either of the Parties who provides any sensitive or commercial information shall be referred to as 'Disclosing Party' and
- II. either of the Parties, receiving such information shall be referred to as '**Recipient Party**'.

The Recipient Party shall use the confidential information of the provided by the Disclosing Party solely in accordance with the provisions of this MOU and will not disclose or permit to be disclosed, the same, directly or indirectly, to any third party without the Disclosing Party's prior written consent.

The Recipient Party shall exercise all care and caution in protecting the confidential information provided by the Disclosing Party, from any unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information which:

- I. is publicly available
- II. obtained by the other party from third parties without restrictions on disclosure,
- III. independently developed by the other party without reference to confidential information, or
- IV. required to be disclosed by order of a court or other law enforcement entity, provided written notice of such compelled disclosure before court or law enforcement entity is intimated to the Disclosing Party.

Waheer

SL Agrawal

## ARTICLE VI: GOVERNING LAW, JURISDICTION & ARBITRATION

- I. This MOU shall be construed, interpreted and enforced in accordance with Laws of India.
- II. In case of any differences, both the parties, shall make all efforts to settle the disputes amicably through mutual discussion and negotiation, failing which, dispute(s) shall be referred to a sole



Arbitrator appointed by both the Parties, as per provisions of Arbitration and Conciliation Act, 1996 including. Language of Arbitration shall be English and place of Arbitration shall be New Delhi, India.

III. Subject to the Arbitration Clause, the Courts competent jurisdiction at Delhi shall have exclusive jurisdiction in respect of any and all matters pertaining to this MOU.

## ARTICLE VII: MISCELLANEOUS

I. This MOU can only be amended in writing by mutual consent of both the Parties.

II. This MOU shall come in effect from the date of affixing signature by both the Parties and shall remain valid for a period of Three (03) year from that date, subject to any written notice by one party to the other party, expressing its intent to terminate this MOU.

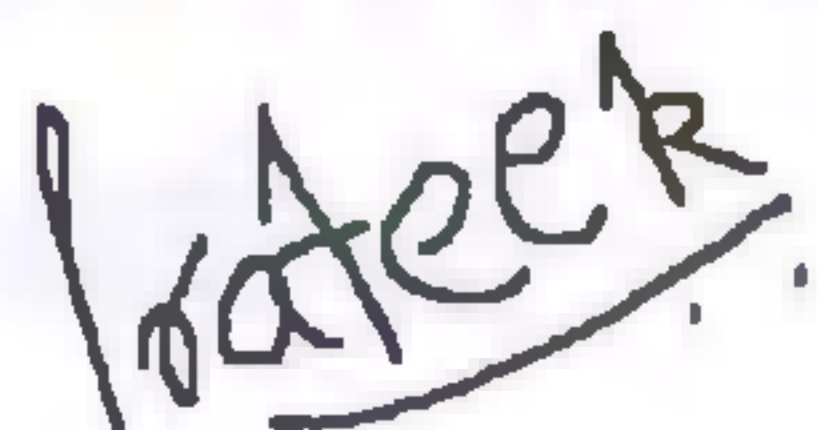
III. Either of the Parties, may terminate this MOU by way of 2 (two) months advance notice. In such an event, both the Parties, shall make all endeavours to fulfil their obligations and responsibilities for any ongoing program(s), project(s) or any endeavour(s) which has been initiated under this MOU.

IV. This MOU may be executed in counterparts including but not limited to MOUs, communications exchanged defining responsibilities, obligations of both the Parties for different programmes, initiatives etc. under this MOU, each of which shall be deemed to be an original, and all of which, taken together, shall constitute an integral part of this MOU.

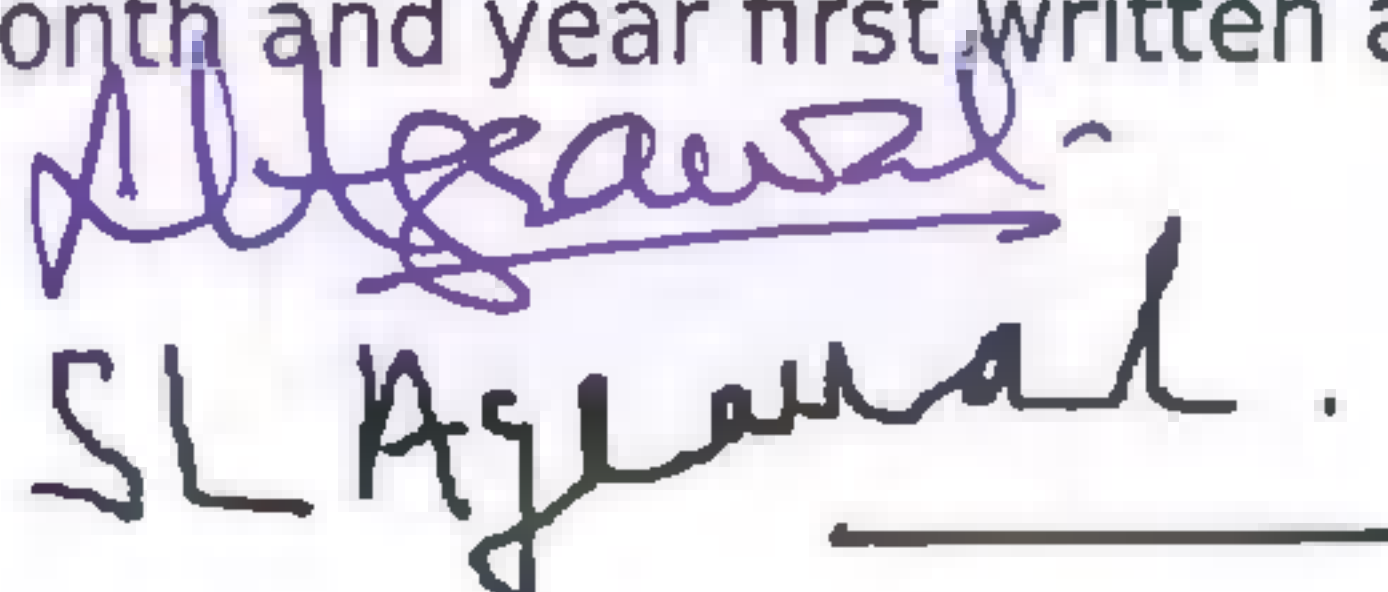
V. If any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

VI. The captions of the clauses of this MOU are for convenience of reference only and in no way define, limit or affect the scope or substance of any clause of this MOU.

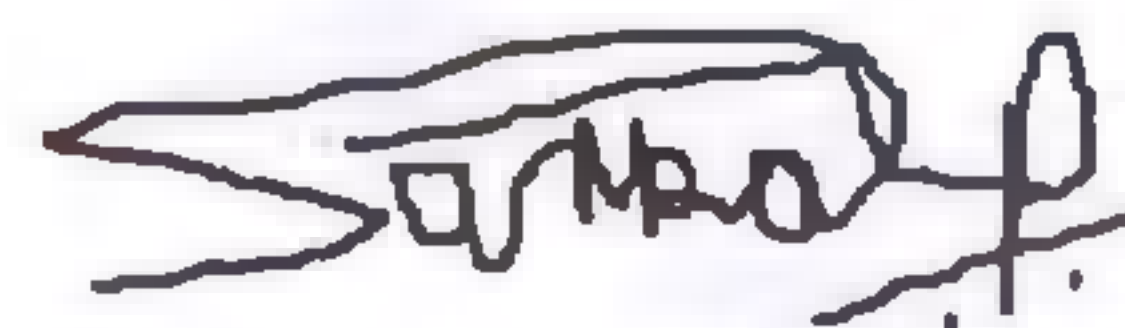
IN WITNESS WHEREOF the parties hereto have executed this MOU, in duplicate, by their duly authorized representatives on the date, month and year first written above.



Yi Yuva Chair



(Institute)



Yi (Executive Member)



**Memorandum of Understanding**  
**Between**  
**GeeksforGeeks**  
(A unit of Sanchhaya Education Pvt. Ltd)  
&  
**JECRC UNIVERSITY**





## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made on **24 June, 2020** by and between **JECRC University Jaipur**, an education institution recognized by the University Grants Commission, with its principal place of business at Plot No. IS-2036 to IS-2039 Ramachandrapuram Industrial Area Jaipur, Sitapura, Vidhani, Rajasthan, India and **GeeksforGeeks (A unit of Sanchhaya Education Pvt Ltd)** with its principal place of business at 5th Floor, A-118, Sector 136, Noida, Uttar Pradesh 201305, India.

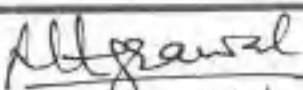
A journey of two decades for JECRC, having more than 4000 students on campus under 6 UG programs, has earned laurels to their students, faculty members and for the institute in many ways. More than 10000 alumni's spread over the globe has climbed the ladder to leadership positions and providing mentorship to their juniors by way of skill development, incubation, startup, research and angel funding. Faith by government agencies for providing grant of more than 2 crores for setting up centre of excellence, state of art facilities for startup & incubation and providing platform to the students to develop their technical and managerial skills that is helping students to get placement in a reputed organization. Contribution towards International publications, technical activities, co-curricular activities by faculty members, students and delivery of Outcome based education is recognized by National Board of Accreditation and AICTE. Socially rich atmosphere at the campus enabling fourfold grooming of students that is recognized at National and International level and enabling students to work as interns with personalities recognized in their field of expertise. JECRC University has become synonymous to placements and JECRCians have made their presence felt at every reputed company / government organization.

**GeeksforGeeks (A unit of sanchhaya education Pvt Ltd)** is a computer science portal which has well written and well explained computer science and programming content. GeeksforGeeks stands on a mission to provide the knowledge of Computer Science to make it universally accessible and useful. The startup was established by Mr. Sandeep Jain in the year 2015. In this short span, GeeksforGeeks have built a community of 5 Million+ Geeks around the world, 20,000+ Contributors and 500+ Campus Ambassadors in various colleges across the nation. Success stories include a lot of students who benefitted in their placements and landed jobs at tech giants (Google, Facebook, Oracle, Tower Research, Amazon etc). GeeksforGeeks stands at 39 in India and 312 from all over the world on Alexa Rank with 25 million views on our website per day.

**JECRC University and GeeksforGeeks (A unit of sanchhaya education Pvt Ltd)** intend to pursue areas of collaboration and cooperation between themselves which will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

Both **JECRC University and GeeksforGeeks (A unit of sanchhaya education Pvt Ltd)** have common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings.

---

  
Registrar 24/06/2020  
JECRC University  
Jaipur-303905



**JECRC University and GeeksforGeeks plan to cooperate in the following areas:**

**1 As part of the MoU, GeeksforGeeks will abide to the following:**

- 25% Discount (Costing Shown on GFG Website) on courses (Based on mutually agreed courses).
- Certificate and Amazon Test series for FREE after completion of the course.
- Two FREE DSA Assessment Test (One test after the agreement and one after 3 months so that students have sufficient time to prepare for the test) for your students.
- Time to time workshops/webinar on most demanding skills & technologies by highly experienced mentors from GeeksforGeeks.
- Free Access to invite-only placement preparation course.

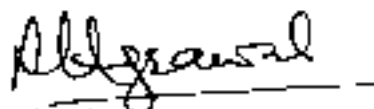
**2 As part of the agreement JECRC University will oblige to the following:**

- Ensure maximum participation of students in workshops/webinars organised by GFG.
- Make students aware about the different programs of GFG and how their participation in various programs of GFG can lead to career growth.

**3 MISCELLANEOUS:**

- The details for the efficacious implementation of this MOU shall be jointly worked out on mutually acceptable terms within the parameters of the policies, rules and regulations of both institutions.
- Parties may by mutual consent, add modify, amend, delete, review or revise any term(s) and condition(s) of this MOU.
- The parties to this MOU undertake to treat as confidential and privileged information of the other institution, which is so classified in advance.
- There is no financial commitment on the part of JECRC University. If there is any financial consideration, it will be dealt separately.
- This understanding will be valid for a period of 1 (one) year from the date of signing this document.

**For JECRC University, Jaipur**



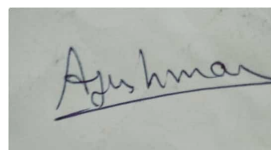
(Signature)

Name: Shri S. L. Agarwal

Designation: Registrar Registrar

Date: 24/06/2020 JECRC University  
Jaipur-303905

**For GeeksforGeeks, Noida**



(Signature)

Name: Ayushmaan Bansal

Designation: Sr. Executive Marketing

Date: 25/06/2020





## Memorandum of Understanding



**JECRC**  
UNIVERSITY  
BUILT FOR THE WORLD

This Memorandum of Understanding ("MoU") is made on this day of 28 February 2022

### BETWEEN

**Raksha a Jaipur based Organisation working on Environment and Animal Rights and Conservation. With mutual passion to serve the animals in danger and cater to the needs of nature and the injured wildlife, a Non-Governmental Organisation based in Jaipur. Having its registered office at 69, Green Nagar, Durgapura, Jaipur-18**

### AND

**JECRC University, a University established vide The JECRC University, Jaipur Act, 2012 (Act No.15 of 2012) notified by Govt. of Rajasthan and Section 2(f) University Grants Commission Act, 1956, having its campus at Plot No. IS-2036 to IS-2039, Ramchandrapura Industrial Area, Vidhani, Jaipur-303905, Rajasthan.** JECRC University is driven by the spirit of innovation-led research. This is spelt out in infrastructure as well as practices. The binding participants from University are School of Business Studies, School of Sciences and NSS JU branch.\*

The purpose of this **Memorandum of Understanding ("MoU")** is to set out to jointly work on Projects which eventually benefit the society and no Individual. The collaboration will aim to create collaborative team for identifying problem statements, identify solution and work on solving the same which will include: Volunteering opportunities for Drafting proposals, Managing Social Media, Implementing the project, Raising funds for the cause and resource mobilization.

### 1. BACKGROUND

Both the parties come together with a motive to bring out the change in Society through volunteering efforts and doesn't levy any financial obligations or liabilities on any of them. The idea of collaboration is to use the ideas and concepts to develop few projects and implementation of both.

Raksha Organisation which is working towards the benefits of Nature is doing several activities like Bird and Animal Rescue, Cleanliness Drives, Plantation, Trekking, Reptile rescue and above them the awareness around the city. For the same organisation is looking for Voluntarily support and resource mobilization.



Whereas

JU is an established university in Jaipur and have more than 10,000 students and have certain initiatives through which they plan to give students an opportunity to have insights of the sector as well as generate an understanding of giving back to the society. The support desired here is internship and live project opportunities, training, workshops, seminars and field events for awareness and skill enhancement of students.\*

To bridge the gap between available opportunities and voluntarily support both the organisations are coming together.

## **2. PURPOSE**

This Memorandum of Understanding (MOU), entered jointly between Raksha and JU, represents a formal agreement:

- To jointly create Projects for nature and wildlife protection, rescue and conservation opportunities and solve the ongoing issues.
- To ensure volunteer availability for the aforementioned projects.\*
- To ensure skill enhancement of the volunteers involved by periodic trainings, workshops, seminars and field work sessions.\*

The purpose of this MOU is to clarify roles and responsibilities and streamline process.

## **3. The Partnership Opportunity**

**Raksha and JU** jointly responsible for coordinating following responsibilities:

- a) Identify problem statements and work on campaigns to solve them
- b) Jointly develop ideas, proposals, concept notes and campaigns and processes for the same.
- c) Convene relevant stakeholders to explore funding opportunities for the Nature Conservation projects

## **4. TERM**

The term of this MoU is up to 31<sup>st</sup> March 2023\*, effective from date of signing of this MoU, and extendable upon mutual consent of the Parties to this MoU.

## **5. TERMINATION**

- a) This MoU shall be effective as on the date of execution and shall continue to be effective during the term in full force unless terminated.
- b) Either Party may terminate this MoU due to breach of terms agreed to in this MoU by other party. However, the Party aggrieved by the breach shall give written notice to the other party to this MoU indicating that the MoU shall be terminated not earlier than 30 days from the date of the receipt of the notice if the breach is not cured.
- c) Either Party may terminate this MoU even without breach by giving 60 days' notice in writing to the other party.



## 1. General Clauses

### a) Force Majeure/ Acts Of God:

This MoU is subject to force majeure situations. It shall be subject to inabilities based on circumstances beyond the control and power of contracting Parties, such as civil commotion, regulatory and statutory restriction, riots, war, hacking, unauthorized access, spam, etc. which may result in the vagaries of the general financial markets.

**Both Parties should appraise/keep each other informed on project related matters. If any issues or dispute arises between Raksha and JU, they will use their best endeavors to resolve the dispute promptly.**

### b) Disclaimer

No party involved is committed for any financial obligation and may or may not give each other an opportunity to grow in terms.

### c) Confidentiality

This agreement gives both the parties to use each other's logo in campaigns they are working together and shall be liable to use the name in reports or campaigns which are being executed together and also before involving other party in same campaign Organisation must take consent of other party in written.

Raksha and JECRC University agree that they shall not, at any time or under any circumstances, without the written consent of the other Party, directly or indirectly communicate or disclose to any person confidential information of the other Party or the existence and terms of this MOU (other than their employees, agents, advisors, auditors and representatives strictly on a "need to know basis") without prior written consent of the other Party. However, such obligation shall not apply in the following eventualities:

- i. Information already in the possession of a Party.
- ii. Information which is or becomes generally available to the public.
- iii. Information that is independently developed by the Party.
- iv. Information disclosed to a Party by a third party who is not subject to any confidentiality restriction.
- v. Information that is required to be disclosed by law or by the applicable regulations or policies of any regulatory agency of competent jurisdiction or any stock exchange.

The Parties also agree that, subject to the aforesaid clause, they will inform each other prior to releasing any press statements or other publicity regarding the MOU or the transactions contemplated by this MOU.

Both Parties agree and bind themselves to the fact that all or any of the information, which is property of the other Party, shall be treated as confidential and no party shall disclose the said information without the prior approval of other in writing.



The provisions of this Clause herein above pertaining to the said confidential information shall survive the termination of this MOU for a period of 3 months from the date of such termination.

**d) Representation and Warranties**

Each Party represents and warrants to the other party that –

- i. They are competent to enter such an MoU under their respective laws of Corporate/States/Country and have obtained all internal and external consents and approvals for entering into this MoU.
- ii. Their entering into this MoU will not violate or constitute infringement of any law, rule or regulation or any contract to which they are party to.

**e) Dispute Resolution**

MoU shall be governed by the laws of India. In case of differences that are not ruled by this MoU the Parties agree to find an amicable and mutually acceptable solution. Should they fail to do so, all disputes arising in connection with this MoU shall be referred to arbitration and the arbitration shall be conducted by a sole arbitrator appointed jointly by the parties in accordance with the provisions of the Arbitration and Conciliation Act 1996, as amended from time to time, and the venue shall be at Jaipur, Rajasthan, India and the language shall be in English.

**f) Severability**

If any provision of this MoU should be or become wholly or partly ineffective, all other provisions remain valid. The Parties to this MoU will undertake all necessary steps and actions to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

**g) Statutory Compliances**

Raksha and JU agree that all services rendered and operations conducted pursuant to this MoU shall be in compliance with all legislations, statutes, ordinances, regulations, administrative rulings or requirements of law.

**h) Notices**

Any notice or other writing required or permitted to be given hereunder or for the purposes hereof to any party shall be sufficiently given if delivered personally or if transmitted by fax or other form of recorded communication tested prior to transmission to such Party.

**i) Originals:**

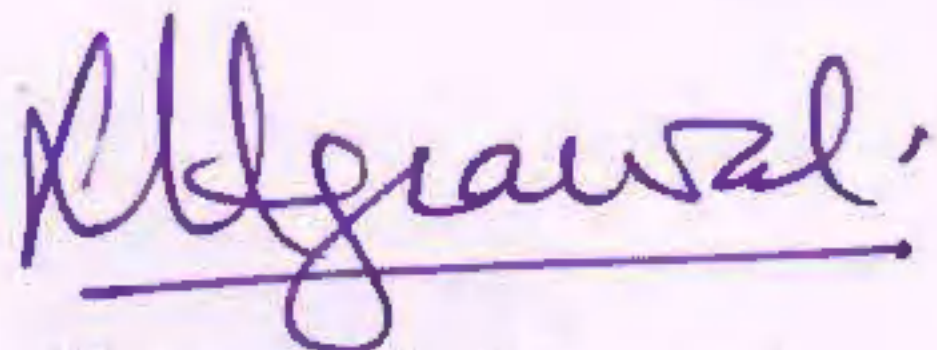
This MoU is executed in counterparts, each of which shall be deemed to be original and retained by each of the Parties but together they shall continue one and the same MOU.




In witness whereof, the parties hereto have put their hands the day, month and the year first hereinabove mentioned.

**For JECRC University**

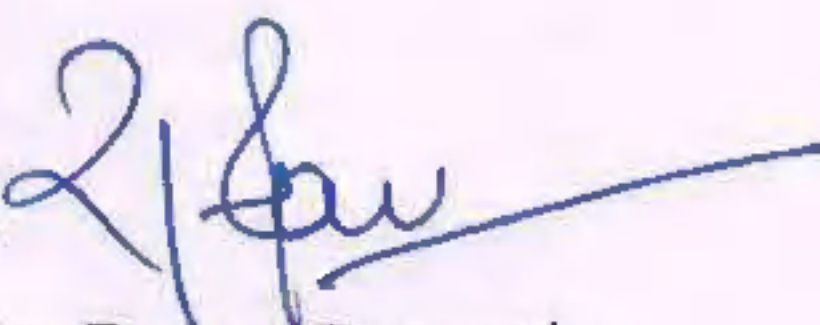
**For Raksha Foundation**



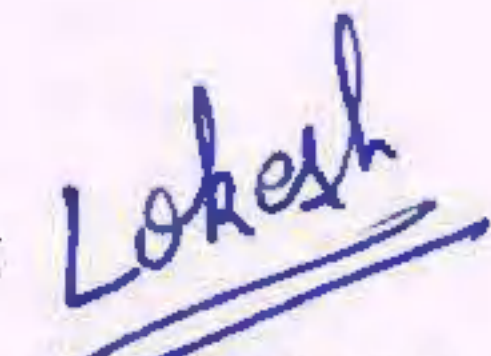
Name: S.L. Agrawal  
Designation: Registrar,  
JECRC University



Name: Manan Tholia  
Designation: President,  
Raksha Foundation

Witness: 

Name: Dr. Renu Pareek  
Designation: Dean,  
School of Business Studies

Witness: 

Name: Lokesh Yadav  
Designation: Shelter  
Manager





## **Collaborative Agreement**

*between the*

**JECRC UNIVERSITY**

*and*

**ISDC**





## COLLABORATIVE AGREEMENT

This Collaborative Agreement (“**Agreement**”) is entered on this the 10<sup>th</sup> day of May 2021 at Jaipur.

### BY AND BETWEEN

**JECRC UNIVERSITY (“JECRC”)**; promoted by National Society for Engineering Research and Development, Jaipur; a Private University established by the Rajasthan State Legislature vide Act No 15/2012 and is recognised under section 2 (f) of University Grants Commission Act, 1956 with registered offices at IS-2036 to 2039, Ramchandrapura Industrial Area, Vidhani, Jaipur - 303905 Rajasthan, India.

### AND

**ISDC Projects India Private Limited (“ISDC”)**; a Private Limited Company registered under the Companies Act, 2013 and having its registered office at Lakshmi Narayan Complex, Palace Road, Vasanth Nagar, Bengaluru – 560052, Karnataka, India.

JECRC and ISDC may hereinafter be individually referred to as a “**Party**” and collectively as the “**Parties**”, as the context may require.

## 1.0 BACKGROUND

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- 1.1 The Parties wish to formally collaborate to:
- ensure the accessibility and affordability of quality education.
  - promote and establish an International Centre of Excellence (ICoE) for the provision of Professional UG/PG Courses in JECRC University; and
  - promote and further the goals of ISDC and JECRC in India.

herein referred to as the “**Collaboration**”.

The Parties bring to the Collaboration the following:

- 1.2 JECRC:  
Degree Awarding Power in India as a University; along with its number of Undergraduate/Postgraduate/Doctoral Programs, Experienced & the JECRC University brand Proven Education System and permission or approval from the University Grant Commission (“UGC”) or HRD Ministry to operate in the State of Rajasthan for various Academic Programs leading to the Degrees from the JECRC University.

- 1.3 ISDC:  
Knowledge of the education sector in India & Abroad, connections to various institutions including International professional bodies, expertise in design & delivery of innovative industry relevant job-oriented Undergraduate & Postgraduate programs, state of the art physical & digital educational infrastructure, efficient team, system and process that combined with an administrative resource will enable the delivery of the Educational Programs of JECRC University.

## 2.0 SCOPE OF THE COLLABORATION

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- 2.1 This Collaboration shall exclusively be with respect to the establishment of an International Centre of Excellence (ICoE) for the provision of Professional UG/PG Courses in JECRC University.
- 2.2 Any other activities which may be agreed in writing between the Parties from time to time and are appended to this Collaborative Agreement.





### **3.0 TERM OF THE COLLABORATIVE AGREEMENT**

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3.1 This Collaborative Agreement shall remain in force for a period of five years from the date of signing and will be extended for further periods of three years on expiry upon the Parties mutually agreeing to such extension in writing. The Parties agree that if any reason this Agreement is not extended, the obligation of the Parties will continue as provided in Clause 4.3 below.

### **4.0 TERMINATION**

---

This Collaborative Agreement shall be terminated:

4.1 If either Party serves Six Months' notice of termination in writing to the registered office of the other Party.

4.2 Automatically, if either Party becomes insolvent/bankrupt and/or where corporate insolvency resolution process has been initiated and where the Insolvency Professional has been appointed under the Insolvency and Bankruptcy Code, 2016.

In the event of termination of this Collaborative Agreement:

4.3 Any Ongoing Undergraduate & Postgraduate Programs shall remain valid as per the arrangement specified in this Agreement until the completion of the said Programs. The students already admitted shall be enabled to complete their course of study and appear for the relevant examinations. The obligations of both Parties shall continue to be in force during such period irrespective of termination of this Collaborative Agreement.

4.4 The Parties shall issue a joint communication within 14 days of the termination of this Collaboration Agreement in such manner that existing students are reassured as per Clause 4.3 above.

4.5 Each Party shall return or procure the return of all originals and copies of confidential information of the other Party and of all documents and material which incorporate any of the confidential information of the other Party.

### **5.0 REPRESENTATION OF THE COLLABORATION**

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5.1 The new International Centre of Excellence (ICoE) will be represented as a part of JECRC University and ISDC will be only a Collaborative Partner to JECRC for ICoE. This would be an Exclusive Partnership of ISDC for an ICoE (under this modalities) in the State of Rajasthan.

5.2 This is a joint venture on '*Principal to Principal*' basis between the Parties. However, in any event, the employees, representatives, agents and personnel of either Party shall not construe as the employees, agents and personnel of the other Party. Neither Party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking of any kind with any third party unless otherwise as may be agreed between the Parties.

5.3 The Parties will agree on a joint communication plan and brand usage guidelines subsequent to this Collaborative Agreement to avoid misrepresentation of the Collaboration and this Agreement will be subject to such agreement.





## 6.0 CONNECTED AND NAMED PARTIES

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6.1 In order to facilitate the Collaboration and achieve the purpose of this Agreement, ISDC will act with its group companies, the Connected Party.

6.2 In order to facilitate the Collaboration and achieve the purpose of this Agreement, JECRC University will act with its sister concerns and trusts.

6.3 This Collaborative Agreement shall be reviewed and monitored by a joint Leadership Board on regular intervals. The Parties will agree on the constitution of this Board and nomination thereupon post the execution of this Agreement and within one month thereof.

## 7.0 DELIVERABLES OF THE PARTIES

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Each Party may reasonably expect of the other Party during the term of this Collaborative Agreement that:

7.1 In the case of JECRC, it will ensure:

### I. ACADEMIC OVERSIGHT

JECRC shall retain full academic oversight of all the programmes to be provided in the ICoE. This will include:

- a. The setting of eligibility/entry criteria and admission of applicants according to the JECRC University Admissions Policy and Compliance Oversight;
- b. JECRC University academic administration, including but not limited to all Subject Panels, Programme Assessment/Examination Boards, Board of Studies, Planning & Monitoring Board, Standing Committees at the University and Academic Council.
- c. Necessary Approval and required support for the new programme development of ISDC including programmes designed especially for ICoE.
- d. Monitoring student feedback from international & national surveys and action-planning accordingly.
- e. All aspects of maintaining academic standards, Quality Assurance and Quality Enhancement in line with the relevant Quality Codes of Practice at the JECRC University.
- f. Conduct of Examinations, Provision of degrees, certificates, and ceremonies.
- g. Provision of a Campus Director for ICoE.
- h. Necessary Technical Support & access for Website Updatations, ERP and CRM or any other relevant technology including LMS for Student Recruitment, Admissions, Administration, Fees Collection, Delivery, Student Feedbacks, Examination and Declaration of Results.
- i. The approval and recognition of ISDC academic and administrative staff as the Regular Faculties / Staffs of JECRC.





## 2. INFRASTRUCTURE AND NON-ACADEMIC SUPPORT

JECRC will provide infrastructure as instructed by the relevant regulators, including but not limited to the following:

- a. Provision of requisite infrastructure at an agreed suitable standard, JECRC shall ensure the capacity of the building is sufficient to meet the capacity of enrolled students, including teaching areas, staff areas (academic and professional support), student areas and communal areas developed to be fully reflective of JECRC's reputation as a modern and innovative institution and also shall meet any other regulatory or statutory requirements and/or any subsequent legislation.
- b. The requisite infrastructure shall be provided on the following basis: -
  1. Provision of building at zero rent, rates or utilities.
  2. Provision of housekeeping, building manager/security staff and meeting all statutory, regulatory and maintenance requirements for the building.
  3. Provision of IT and teaching room including audio video facilities and Campus based IT support shall be included.
  4. Provision of library and IT Helpdesk shall be included.
  6. Building maintenance and decoration at no cost to ISDC shall be provided.
  7. Student ID, timetables and LMS access via JECRC LMS shall be provided.
  8. Staff offices/ catering facilities as currently configured.
  9. Health and Safety / First Aid provision shall be provided.
- c. Any other teaching room, library, lab, helpdesk or any other facility at the campus.
- d. ISDC and JECRC will review the requirements annually and agree any changes that are needed as a result of increasing student numbers.

7.2 In the case of ISDC, it will ensure:

### I. RECRUITMENT

JECRC shall retain central oversight of marketing, recruitment and the admission of students, and ISDC shall be responsible for marketing, recruiting students to named programmes:

- a. ISDC shall undertake recruitment to named programmes based on agreed target student numbers per programme as per the Annexure I.
- b. ISDC shall recruit students based on JECRC entry criteria, using the JECRC brand and identity and marketing materials supplied or approved by JECRC. Marketing will be aligned to JECRC target markets and traditional "Jaipur" markets;
- c. ISDC shall undertake other assessments such as interviews as and when required for recruitment purposes;
- d. ISDC student recruitment will be supported by agent networks, student recruitment events and other suitable recruitment channels;
- e. ISDC shall submit applications regarding admission to JECRC that are complete in terms of qualifications, financial evidence, English-language ability and other JECRC entry criteria;
- f. Tuition fees shall be set by the Parties mutually. To ensure that such fees remain competitive in the Market, Parties may permit country/state specific scholarships according to an agreed schedule of fees that will be reviewed annually.





## 2. TEACHING

A uniform approach to teaching and assessments will be followed for the programmes offered at ICoE:

- a. ISDC shall provide teaching, assessments/examination (formative and summative) services as required for the delivery of named programmes that meet JECRC standards. This will include provision of teaching faculty to meet JECRC minimum faculty-student ratios or such ratios as specified by the regulators and as amended from time to time; and a minimum number of staff that are serving ICoE.
- b. ISDC shall provide pastoral and academic support to students beyond the timetabled taught sessions, including the assignment of personal tutors to all students;
- c. ISDC shall deliver all the programmes of ICoE to an equivalent standard as in other offerings at JECRC;
- d. ISDC shall provide appropriate staff induction and development consistent with JECRC standards, policies and procedures.
- e. ISDC shall ensure the management of the professional bodies, their consultation for program development, annual program accreditation renewal. Etc. through ISDC Connect on a cost which shall be directly payable by the student as per the Annexure III.

7.3 ISDC may work with third parties/institutions to further the accessibility and affordability of quality education through ICoE, with a prior written approval of JECRC.

## 8.0 FINANCIALS & GROSS REVENUE SHARING

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8.1 Programmes and fees structure for each programme shall be mutually decided by the Parties in compliance with the Relevant Regulations before the commencement of each Academic Year. ISDC shall however defer to JECRC in the matter of fees to be charged. The yearly fees structure/schedule prepared from time to time for the programs to be offered in ICoE shall form part and parcel of this Collaborative Agreement. The Fee Structure for the year 2021-22 will be as per the Annexure II and ISDC agrees to pay the Guaranteed Minimum Commitment as per Annexure II for next Three Intakes/Sessions including 2021-22.

8.2 All the fees/transactions charges collected by JECRC will be routed through a Designated Account.

8.3 The gross revenue shall be shared between the Parties in the following Fee Sharing Ratio:

- 30 % of the Gross Fees to JECRC and;
- the balance Gross Fees to ISDC

For purposes of clarity and computation, the term 'Gross Fees', in case of JECRC shall mean the total fees/transaction charges collected for the Programs (as per Annexure II) at ICoE and balance Gross Fees in the case of ISDC shall mean the total fees/transaction charges collected and remaining after payment to JECRC of the aforesaid Gross fees and after deducting all expenses incurred and keeping a provision for the future expenses (including the faculty members' and staff members' salary, allowances etc. in accordance with the statutory obligations and applicable rules and regulations) for the Session for running the Programmes at ICoE.





- At the time of settlement, ISDC shall raise an invoice for the balance Gross Fees. The total amount on such invoice, including taxes (if any), shall not exceed the “balance Gross Fees in the case of ISDC” as explained above.
- The Parties will reconcile and settle Accounts on the closing date of Admissions for every session/intake as per the guidelines of the Regulatory Bodies.

8.4 The Parties shall be liable to pay all the applicable taxes/duties/cess etc. (“Taxes”) applicable on their individual income as per prevailing law and neither Party shall be liable and responsible for the Taxes of the other Party.

8.5 ISDC shall be entitled to access and audit all the books of accounts in connection with the fees collection/transaction and expenses incurred for running the courses in ICoE at any point of time during the term of this Collaboration.

8.6 All the charges/fees of any Global Trip, Industrial Visit or International Immersion Programs and any other External Fees to the Professional Bodies will not form part of the Gross Fees.

8.7 University Registration Fees, Cost of Prospectus, Cost of Application Form, Examination Fees, Convocation Fees, Hostel Fees and any other Administration Fees, etc. (collectively referred to as “Miscellaneous Fees”) do not form part of Gross Fees to be shared with ISDC. JECRC shall be entitled to meet all the costs incurred on prospectus, application form, examination & valuation, convocation and Administration from the Miscellaneous Fees collected from the students.

8.8 The Price or Fees agreed for external accreditation of programmes through ISDC Connect will not form part of the Gross Fees and is not applicable for revenue sharing with JECRC where as ISDC agree a blanket pricing or special preferential pricing for this under the collaboration. The same fees will be charged from students on top of the course fees as per Annexure III.

## **9.0 OBLIGATIONS OF THE PARTIES**

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Each Party warrants and represents that it shall:

- 9.1 comply with any applicable laws and regulations, the provisions of the Data Protection, any amendments there to and the provisions of anti-bribery legislation.
- 9.2 not, during the Collaboration, do anything directly or indirectly which infringes (or causes the other Party to infringe) the Intellectual Property Rights of either Party or that of any third party.
- 9.3 abide by and ensure the Deliverables as set out are met in both letter and spirit.
- 9.4 not directly or indirectly create any Intellectual Property, publishing material, promotional material, books, documents, applications, digital or otherwise that leads any reasonable person to conclude that the same is endorsed, supported or otherwise jointly created, without the written consent of the other Party.





## **10.0 INDEMNIFY**

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10.1 Either Party hereby agrees to indemnify and hold harmless the other Party and/or its directors, employees, representatives, agents and personnel from and against all claims, losses, liabilities, actions, demands, proceedings and the like arising out of the breach of this Agreement, negligence or wilful misconduct, omission and commission by that Party and/or its employees, representatives, agents and personnel in carrying out the obligations under this Collaborative Agreement.

## **11.0 LIMITATION OF LIABILITIES**

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11.1 Either Party shall not be liable for any payment of claims by any of the employees, representatives, agents and personnel of the other Party.

11.2 The Parties shall not be liable for discharging any financial or any other commitments made by the other Party.

## **12.0 INTELLECTUAL PROPERTY**

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12.1 All intellectual property created by either Party in connection with the Collaboration shall remain the property of that Party. The Parties agree that any material jointly created by the Parties for the Collaboration shall be jointly owned (in equal proportions) by the Parties, unless otherwise agreed in writing.

12.2 Where the Collaboration reasonably requires the use by one Party of intellectual property that is owned by the other Party (the “IPR Owner”), the IPR Owner shall license such rights to the other Party on a non-exclusive basis, without the right to sub-license, solely for the purpose and to the extent necessary in connection with the Collaboration. Any such license shall automatically terminate with the termination of this Collaborative Agreement.

## **13.0 CONFIDENTIALITY**

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13.1 All information including without limitation to course curriculum, reading material or any other information that is reasonably determined to be confidential or proprietary disclosed by either Party (whether written or oral) to the other Party within the scope of this Collaboration shall remain confidential at all the times and shall not be disclosed to any third party without the prior written consent of the Party who discloses such information (“Disclosing Party”), save that such confidential information may be disclosed to other ISDC Group Companies and JECRC’s sister concerns and trusts for the purposes of this Collaboration.

13.2 Both Parties agree and undertake to use all the information received from the other Party to the extent necessary for and to achieve the purposes of this Collaboration.

13.3 The Parties agree and undertake that any breach of the confidentiality obligations may cause the Disclosing Party irreparable harm, injury, loss and damage, the extent of which may be impossible to ascertain, and which cannot be fully compensated by monetary damages. Accordingly, in addition to any other remedies the Disclosing Party may have at law or in equity, the Disclosing Party shall be entitled to seek injunctive or other equitable relief against the Receiving Party to prevent any further or continuing breach of the Receiving Party’s obligations.





## 14.0 AMENDMENTS

14.1 During the operation of the Collaborative Agreement, circumstances may arise to meet any statutory/regulatory requirements or any subsequent legislation which may call for amendment / alteration in this Collaborative Agreement, which shall be mutually discussed and agreed upon in writing and shall form the part and parcel of this original Collaborative Agreement.

14.2 This Collaborative Agreement supersedes all prior agreements, arrangements or understandings, oral or written, between the parties regarding the subject matter of this Agreement.

## 15.0 DISPUTE SETTLEMENT AND GOVERNING LAW

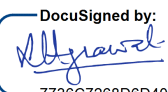
15.1 Any claim, dispute, difference, controversy (the “Dispute”) arising with regard to any aspect of this Collaborative Agreement shall be settled through mutual discussion between the Parties within 30 days of receipt of written notice from the aggrieved Party.

15.2 In case amicable settlement is not arrived at, the Dispute shall be resolved through mediation and if mediation fails by reference to a sole Arbitrator appointed by the Parties and the Arbitration Proceedings shall be conducted in English Language at Jaipur as per the provisions of the Arbitration and Conciliation Act, 1996. The award of the Arbitrator shall be binding on the Parties.

15.3 Subject to forgoing, the competent courts at Jaipur shall alone have exclusive jurisdiction over the Dispute arising out of or relating to this Collaborative Agreement.

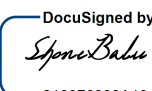
Having gone through each and every condition of this Collaborative Agreement and having understood it clearly both Parties affix their signatures below as attesting to this deed on the date, month and year first above written.

### SIGNED BY

DocuSigned by:  
  
 7736C7268D6D40F...

S. L. Agrawal  
 Registrar  
 For and on behalf of **JECRC University**

### SIGNED BY

DocuSigned by:  
  
 212876393A104AC...

Mr. Shone Babu  
 Head of Partnerships

For and on behalf of **ISDC**





## Annexure I

Course	Electives/ Pathways	External Professional Body Accreditation
B.Com (Hons)	International Finance & Accounting	ACCA - Association of Chartered Certified Accountants
	Finance & Analytics	IoA- Institute of Analytics
	Management Accounting	CMA - Certified Management Accountants
	Financial Markets	IFM - Institute of Financial Markets
	Logistics & Supply Chain Management	CIPS - Chartered Institute of Procurement & Supply
BBA (Hons)	Finance & Leadership	CIMA - Chartered Institute of Management Accountants
	Financial Markets	IFM - Institute of Financial Markets
	Digital Business	AI Society International
	Business Analytics	IoA- Institute of Analytics
	Digital Marketing	DMI - Digital Marketing Institute
MBA (New)	Logistics & Supply Chain Management	CIPS - Chartered Institute of Procurement & Supply
	International Finance	ACCA - Association of Chartered Certified Accountants
	Finance & Leadership	CIMA - Chartered Institute of Management Accountants
	Digital Business	AI Society International
	Business Analytics	IoA- Institute of Analytics
M.Com	Financial Markets	IFM - Institute of Financial Markets
	Digital & Strategic Marketing	DMI - Digital Marketing Institute
	Logistics & Supply Chain Management	CIPS - Chartered Institute of Procurement & Supply
	International Finance & Accounting	ACCA - Association of Chartered Certified Accountants
	Management Accounting	CMA - Certified Management Accountants





## Annexure II

Year	Program	Number of UG Students	Annual Fees	Annual Income	Revenue Share to JECRC	Revenue Share to ISDC
2021-22	B.Com (Hons)	80	1,00,000	8000000	2400000	5600000
	BBA (Hons)	100	1,30,000	13000000	3900000	9100000
	MBA (New)	80	2,00,000	16000000	4800000	11200000
	M.Com	40	90,000	3600000	1080000	2520000
		<b>300</b>		<b>40600000</b>	<b>12180000</b>	<b>28420000</b>
<b>Program</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>			
UG	21000000	46200000	76440000			
PG	1,96,00,000	43120000	51744000			
	<b>4,06,00,000</b>	<b>8,93,20,000</b>	<b>12,81,84,000</b>			
JECRC	<b>12180000</b>	<b>26796000</b>	<b>38455200</b>			
ISDC	<b>28420000</b>	<b>62524000</b>	<b>89728800</b>			
ISDC 's Minimum Guaranteed Commitment to JECRC	<b>10000000</b>	<b>20000000</b>	<b>30000000</b>			





### Annexure III

Program Name	Professional Body	Registration Fees	Annual Subscription	Exam Fees	Exemption Fees	Bundle Fees
B.Com (Hons) International Finance & Accounting	ACCA - Association of Chartered Certified Accountants	£ 250	£ 112	As per website (www.accaglobal.com)	Covered in Bundle Fees	(Reg fee covers Exemption & First Year Subscription Fees as well)
B.Com (Hons) Finance & Analytics	IoA- Institute of Analytics	£ 90	£ 80	NA	NA	
B.Com (Hons) Management Accounting	CMA - Certified Management Accountants	\$ 100	NA	\$ 400	NA	
B.Com (Hons) Financial Markets	IFM - Institute of Financial Markets	£ 75	£ 60	NA	NA	
B.Com (Hons) Logistics & Supply Chain Management	CIPS - Chartered Institute of Procurement & Supply	£ 100	£ 115	NA	NA	
BBA (Hons) Finance & Leadership	CIMA - Chartered Institute of Management Accountants	£ 250	NA	£ 780	Covered in Bundle Fees	(Reg fee covers Exemption & Subscription Fees as well)
BBA (Hons) Financial Markets	IFM - Institute of Financial Markets	£ 75	£ 60	NA	NA	
BBA (Hons) Digital Business	AI Society International	£ 90	£ 80	NA	NA	
BBA (Hons) Business Analytics	IoA- Institute of Analytics	£ 90	£ 80	NA	NA	
BBA (Hons) Digital Marketing	DMI - Digital Marketing Institute	€ 250	NA	NA	NA	
BBA (Hons) Logistics & Supply Chain Management	CIPS - Chartered Institute of Procurement & Supply	£ 100	£ 115	NA	NA	



MBA International Finance	ACCA - Association of Chartered Certified Accountants	£ 250	£ 112	As per website (www.accaglobal.com)	Covered in Bundle Fees	(Reg fee covers Exemption & Subscription Fees as well)
MBA Finance & Leadership	CIMA - Chartered Institute of Management Accountants	£ 250	NA	£ 580	Covered in Bundle Fees	(Reg fee covers Exemption & Subscription Fees as well)
MBA Digital Business	AI Society International	£ 90	£ 80	NA	NA	
MBA Business Analytics	IoA- Institute of Analytics	£ 90	£ 80	NA	NA	
MBA Financial Markets	IFM - Institute of Financial Markets	£ 75	£ 60	NA	NA	
MBA Digital & Strategic Marketing	DMI - Digital Marketing Institute	€ 250	NA	NA	NA	
MBA Logistics & Supply Chain Management	CIPS - Chartered Institute of Procurement & Supply	£ 100	£ 115	NA	NA	
M.Com International Finance & Accounting	ACCA - Association of Chartered Certified Accountants	£ 250	£ 112	As per website (www.accaglobal.com)	Covered in Bundle Fees	(Reg fee covers Exemption & First Year Subscription Fees as well)
M.Com Management Accounting	CMA - Certified Management Accountants	\$ 100	NA	\$ 400	NA	
<b>Please Note : The fees mentioned above for all professional bodies is the current price offered to students. Change in fees is upto the discretion of respective professional body and will be intimated from time to time</b>						





### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) records the understanding arrived on this 12th day of April, 2023.

#### BY AND BETWEEN

SI-UK a Private Limited Company bearing official name of United Knowledge Education Consultants Private Limited, registered under The Companies Act, 1956 having its registered office at 312-313, 3rd Floor, Signature Tower, Near Nehru Bal Udyan, Tonk Rd, Lalkothi, Jaipur, Rajasthan 302015,, represented by Itanshu Baid, Business Development Manager, Jaipur, hereinafter called as ("SI-UK"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns of the one Part;

#### AND

JECRC University and recognized by (Private University Estd. Under Sec 2(f) of UGC Act 1956.), having its main campus at Plot No. IS-2036 to IS-2039 Ramchandrapura Industrial Area Jaipur, Sitapura, Vidhant, Rajasthan 303905, through its authorized representative, Mr. S.L. Agrawal, Registrar, authorized vide Board Resolution dated 12<sup>th</sup> April 2023, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns of the Other part;



The Parties to this MoU here in after shall be jointly referred to as 'the Parties' and individually as 'the Party'.

WHEREAS SI-UK is entering into this MoU with JECRC University on non-exclusive basis.

1. Objective of MoU:

WHEREAS SI-UK is an internationally acclaimed organization, having its 84 global offices located in 40 different countries including India, Japan, UK, Thailand, Turkey, Nigeria, Hong Kong, Qatar, China, Canada, and Iran. It is the only organization in India to work as an admission partner of 150+ UK Universities including University College London (UCL), King's College London, Warwick, Bristol, Nottingham, Queen Mary, Lancaster, Liverpool, Leeds, Durham, Newcastle, Sussex, Southampton, Loughborough, Exeter, Sheffield etc. and organizations such as the British Council and other government and private organizations related to the education sector.

And WHEREAS Since 2006, SI-UK has helped thousands of students to join UK universities, secure scholarships and ace the English exams. They continue to support students from their initial enquiries to their arrival in the UK as well as throughout their life at university, an endeavor is taken to provide opportunities of higher education to students of JECRC University as a part of their collaborating activities and with an aim to provide a platform to the students of (College) to continue their higher studies in foreign Universities, giving them necessary support for preparation of entrance, scholarship and visa related issues. SI-UK is collaborating with JECRC University, where students of JECRC University will be benefited by the projects of SI-UK.

2. Obligations:

Both the organizations acknowledge the fact that non contractual relationship has been created out of the MoU and they agree to work in unison towards their respective goals and targets to make this collaboration a success and thereby exemplify the spirit of transparency and responsibility.

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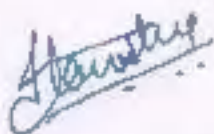


3. Cooperation in view of this Collaboration:

The roles for both the parties would be:

Role of SI-UK:

1. SI-UK will be bringing faculty members from the Top UK universities to conduct guest lectures, seminars and interactive workshops at JECRC University on a regular basis.
2. SI-UK will Organize large scale exclusive UK University Counseling Days for JECRC University, among other exciting events.
3. SI-UK will help students of JECRC University, to apply through UCAS, Oxbridge premium service and consequently help them prepare for an interview and secure admission and scholarships from UK Universities.
4. SI-UK can facilitate and develop a program jointly with JECRC University : "STUDY EXPLORE PROGRAM-UK" JECRC University students during summer break for a week. This will include visits to the Top UK and Scotland Universities, like Cambridge, Oxford, UCL, etc., interactions with students, faculty members, campus visits, excursions of London and nearby cities, visits to the famous companies, etc. Such programs can be jointly designed by both organizations on mutually benefited conditions at reduced costs to also benefit students directly. All Expenses that will be incurred during study abroad program UK will be beard by participating students whereas SIUK and JECRC University will not be liable for any expenses incurred for the same.
5. SI-UK will design short certificate modules jointly with our esteemed UK Partner Universities for holding regular interactions with JECRC University students like Psychometric tests, Management quizzes, Hackathons, Employability skill enhancement sessions. Etc.
6. SI-UK will facilitate arranging post-arrival services to the students from SI-UK London and Manchester offices such as arranging accommodation for students, opening the UK bank account, assisting them for part-time jobs, career counselling post-course completion, student visa assistance, and keeping parents up to date with the latest status of the student.





4. Role of the JECRC University:

1. Ensuring to provide a platform for the students to be part of the programs of SI-UK and will intimate about the benefits that the organization can provide.
2. Encourage students to join the programs conducted by SI-UK and give them permission to attend events and classes during the weekends.
3. The JECRC University shall provide platforms to SI-UK to organize academic programs, seminar/webinars, various other activities for students of JECRC University.

Financial:

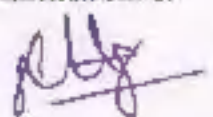
SI-UK will be responsible for its own costs and expenses involved in its efforts to negotiate, conclude and fulfil its obligation under this MoU. Notwithstanding anything to the contrary contained herein, SI-UK shall render entire of its services under this MoU on pro Bono basis i.e., without charging or seeking reimbursement of any payment, fee, charges whatsoever from the interns or JECRC University.

Use of LOGO/ Name:

Permission is given to both the parties to use the official marks of the other party specifically the Institutional name and/ or institutional logo solely for the purposes of promoting and administering the collaborative activities between the institutions; provided that the party using the official marks of the other party shall take all such reasonable degree of care as an institution of good ethical and normal prudence would expect in its own case.

Arbitration and jurisdiction:

In case of any dispute between the parties in respect to any of the terms in this MoU, the parties undertake to settle the same by issuing a notice within 15 days from the date of the issue becoming known to either party. In case no such settlement is arrived at after mutual negotiations, the matter may be resolved by arbitration and shall be governed by the provisions of the Arbitration and Conciliation Act 1996 subject to any statutory modification, amendment or





re-enactment, from time to time. The seat of arbitration shall be Jaipur. The expense of such arbitration shall be borne in accordance with the judgment of the arbitrator, provided that each Party hereto shall bear its own expenses and attorney's fees in connection with the arbitration. The language of arbitration shall be English only. Any award rendered by arbitration shall be final and binding upon the Parties hereto and shall be enforceable in any court of competent jurisdiction. This MOU shall be interpreted, construed, and enforced in accordance with Indian Law. Subject to above, wherever juridical intervention is possible, the Parties agree that courts in Jaipur will have exclusive jurisdiction.

MoU effective date:

This Memorandum of Understanding shall be effective from the date of signing by both parties.

Term of MoU:

This MoU, unless extended by mutual written MOU of the parties, shall expire automatically 5 years effective from date of signatures. This MoU may be amended or terminated earlier by mutual written understanding of the parties at any time. However, no such early termination of this MoU, whether mutual or unilateral, shall affect the current obligations of the parties under the MoU. Notwithstanding, either party may terminate this MoU after giving 90 days written notice to the other party. However, SI-UK shall be at liberty to terminate the MoU forthwith in the event of any breach of confidentiality.

#### INDEMNITY

Both the parties hereby indemnifies each other and shall keep indemnified and harmless, SI-UK includes its officers and employees from and against all and any claims, demands, losses, damages and expenses and proceedings whatsoever, arising from or on account of the implementation or performance of this MOU or arising from any breach or non-compliance of any applicable law or terms of this MOU.

*Stanley*

*ABG*



In no event shall either be liable to each other for any incidental, indirect, remote special, consequential, or punitive damages, loss of goodwill or business profits, regardless of the nature of the claim, even if such Party knew or should have known of the possibility of such damages or claims.

#### Notice:

Any notice by either party to the other under this MOU shall be deemed to have been duly made, served or given via email and also when delivered by hand or dispatched by registered AD post addressed to Second Party or First Party as the case may be at the respective party's address specified above.

Email communications/notices to be sent to below email ids.

First Party: itanshu.b@studyin-uk.com

Second Party: registrar@jecrcu.edu.in

#### MISCELLANEOUS

- A. Waiver: No covenant or condition of this MOU can be waived except by the written consent of the Parties. Any failure of the Parties to require strict performance by the other Party or any waiver by the Parties of any terms, covenants or MOU herein shall not be construed as a waiver of any other breach of the same or of any other term, covenant or MOU herein.
- B. Severability: In the event any portion of this MOU shall be determined to be invalid under any applicable law, such provision shall be deemed void and the remainder of this MOU shall continue in full force and effect.
- C. Governing Law: This MOU shall be construed, interpreted and enforced in accordance with the laws of the India and the courts at Jaipur, India shall have the exclusive jurisdiction.
- D. Entire MOU: This MOU, together with any schedules hereto, constitutes the entire agreement between the parties and shall not be modified, amended, altered or changed except by written MOU signed by the parties.
- E. Binding Effect: Subject to the specific provisions of this MOU, this MOU shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.





F. Time: Time is of the essence of this MOU.

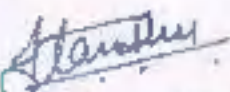
G. Counterparts: This MOU may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

H. Neither Party shall be entitled to assign or delegate the MOU or any of its obligations mentioned herein without the prior written consent of the other Party.

I. This MOU contains the entire agreement between the Parties with respect to the subject matter dealt with under this MOU, and supersedes all prior agreement, understandings, representations, undertaking or negotiation, between the Parties with respect to such subject matter.

IN WITNESS WHEREOF BOTH THE PARTIES HAVE SIGNED THIS MEMORANDUM OF UNDERSTANDING ON THE DAY AND DATE FIRST ABOVE WRITTEN:

FOR SI-UK:

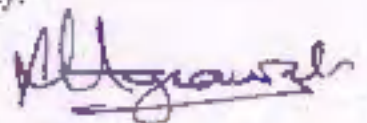
Signature: 

Name: ITAN SHU BAID

Designation: BUSINESS DEVELOPMENT

Date: 12<sup>th</sup> APRIL 2023, MANAGER.

FOR University:

Signature: 

Name: S. L. AGRAWAL

Designation: Registrar

Date: 12/04/2023





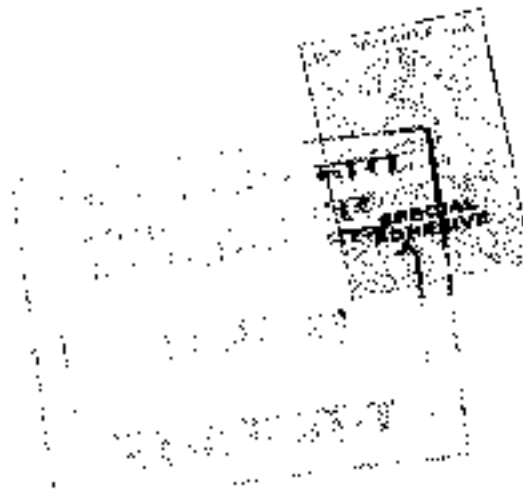
### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on the 17th Day of October, 2020 by and between **Tata Consultancy Services Ltd.**, a company incorporated under the Companies Act, 1956 and having its corporate office at TCS House, Raveline Street, Fort, Mumbai 400001, India (hereinafter referred to as "TCS"), and **JECRC University** established under section 3 of the UGC Act, 1956, situated at Plot No. IS-2036 to IS-2039 Ramchandrapura Industrial Area, Vidhani, Jaipur, Rajasthan-303905 (hereinafter referred to as "Institute")

TCS and Institute are both hereinafter referred to as "Party" individually or "Parties" collectively as the context may require.

**Registrar**  
**JECRC University**  
**Jaipur-303905**





WHEREAS Institute is engaged in providing educational degrees at undergraduate and postgraduate level in various streams and is an autonomous University under state legislative act.

WHEREAS TCS is *inter alia* engaged in the business of provision of various information technology services, business solutions, consultancy and outsourcing services worldwide; and

WHEREAS the Parties recognize each other's competencies and hereto agree that a strategic relationship between them will benefit each other.

NOW THIS MOU aims to capture the understanding reached between TCS and Institute regarding each other's roles and responsibilities:

1) UNDERSTANDING

**Registrar**  
**IECRC University**  
**Jaipur-303905**



This MOU is intended to cover a specific collaborative effort between TCS & Institute under the Academic Interface Programme driven by TCS under which TCS will work towards developing and designing and/or providing industry specific application oriented courses ("TCS Designed Course(s)"); which can be offered by the Institute as elective courses for specific degree specializations ("Option 1"); and/or as full curriculum specializations streams in undergraduate engineering program (B.E. / B.Tech) ("Curriculum") at the Undergraduate degree level ("Option 2") or post-graduate degree level ("Option 3"), as may be agreed to by the Parties and details outlined in Annexure A. The term 'Curriculum' as used in the MOU shall apply only when Option 2 and/or Option 3 are agreed to in Annexure A.

The agreement between TCS and Institute would be effective from 01<sup>st</sup> June 2020 ("Effective Date") and shall be valid up to 31<sup>st</sup> May 2025.

For the initial term of this MOU, Parties hereby agree to offer TCS Designated Courses under Option 2 for two batches joining in the academic years (AY) 2020 (ending 2024) and 2021 (ending 2025). Any admissions to batch joining in the AY 2022 onwards shall be with the prior written consent of TCS and the Parties shall enter into written amendment to the MOU extending the term of this MOU accordingly.

## II) ROLES AND RESPONSIBILITIES

### A. Role of TCS:

- TCS agrees to design and develop TCS Designed Course(s) identified in the Annexure A. The final choice of TCS Designed Course(s) to be offered by the Institute to its students will be jointly agreed between TCS and the Institute.
- TCS role will be restricted only to designing and developing the course contents and curriculum of the TCS Designed Course(s) and/or assisting in designing the Curriculum (if agreed and outlined in Annexure A). After review and sign off by the Institute, the TCS Designed Course(s) / Curriculum (where agreed to in Annexure A) will be taught and administered by faculty from the Institute. Unless otherwise agreed to in Annexure A, TCS will not be involved in the administration and/or the evaluation of the TCS Designed Course(s) / Curriculum. The administration and evaluation of the TCS Designed Course(s) and other core topics included in the Curriculum (where agreed to be offered in Annexure A) along with conferring of the degree to successful students enrolled in the Curriculum will be done by the Institute. On case to case basis, TCS may also consider the deployment of its experts as trainers for delivering a part of the offered TCS Designed Course(s) / Curriculum. The mode of the delivery of the course by TCS trainers can be either through face to face teaching or through a digital medium using any of the video conferencing tools.
- TCS will consider incorporating the suggestions from the Institute about having as much practical understanding during the design of the course contents and curriculum of the TCS Designed Course(s) by incorporating appropriate case studies, simulations, exercises that can help students visualize and understand the application of concepts in real time business solutions.
- TCS may provide only suggestion for the evaluation of student performance through various forms of assessments. However, the final decision on the process of evaluation as well as the actual assessment would be at the sole discretion of Institute and will not be part of TCS responsibility.
- TCS will conduct a Train the Trainer Program ("TTT Program") for appropriate duration where specialists from TCS will transition the knowledge and approach to teach the TCS Designed Course(s) to the nominated faculty of Institute. On successful completion of this Program, all the faculty members will be deemed as TCS certified faculty for delivery of the course. The TTT Program may be scheduled and repeated as per requirement with mutual agreement between TCS and Institute. The mode of the delivery of the TTT program can be either through face to face training or through a digital medium using any of the video conferencing tools.
- The entire effort from TCS end is voluntary and objective is to work along our stakeholder community (in this case educational institutions / Universities) to build capability and benefit for the students as well as faculty by way of offering courses in areas of knowledge closer to industry practice.
- There would be no linkage with campus placements as part of this program as these are two distinct activities. The placement activities are separate and the participation of Institute for the TCS Designed Course(s) has no bearing on placement activities that TCS conducts at colleges and universities each year.

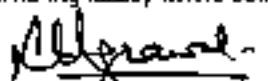


- TCS at this point will be providing this course design, content and training sessions as a voluntary effort keeping in mind the Tata Group Philosophy of working towards benefiting the societies and stakeholders with whom we work.
- Outstanding students' contributions in all possibility will be show-cased by TCS at Industry level forums along with due acknowledgement to the students concerned
- At the end of the course, TCS may at its option, reward / recognize individual students for exemplary achievements based on participation, discussion, contribution, assignment submission etc. during the course work.

## **B. Role of Institute:**

- Institute shall ensure that it holds all valid permissions, authorizations, approvals and consents, licenses and registrations which may be required under the applicable laws, policies and procedures prevalent from time to time, for launch, administration and instruction of the TCS Designed Course(s) and Curriculum (agreed to in Annexure A or amendment thereof) and the same shall be kept valid and subsisting throughout the period of this MOU or till the completion of the TCS Designed Course(s) / Curriculum, whichever is later.
- Institute will undertake the role of selecting the core topics (that will fit into the Curriculum); and faculty members who will undertake the ownership for teaching those selected topics.
- Institute will ensure to provide equal status to the TCS Designed Course(s) / Curriculum (at par with all other courses) while offering it to students applying to the Institute. This will be done by placing the option of this course curriculum in all communication medium (College Website, Student Application forms, Brochures etc.) to ensure maximum students undertake the TCS Designed Course(s) / Curriculum.
- Institute will set highest standards of selection for the students and ensure that the students who undertake the TCS Designed Course(s) / Curriculum would put in full effort and continuation to make learning outcomes successful. Focus would be on ensuring students who have a great propensity to participate actively and contribute to learning in a group as well as individual mode
- Institute shall nominate a designated faculty member who will be the single point of contact for managing the administration and completion of the TCS Designed Course(s) / Curriculum. The faculty will be responsible from Institute side to help TCS team in all administrative and management activities that will be helpful in smooth launch and completion of the course.
- Institute should ensure timely nomination of faculty for attending the TTT Program and delivering the TCS Designed Course(s) in a timely and satisfactory manner and is based on the broad guideline as below. Final choice on the selection of faculty will lie with Institute.
  - a) Post-graduation with solid academic achievements relevant to the TCS Designed Course(s)
  - b) 5+ years' experience in teaching the specific courses which they would be teaching (flexibility allowed)
  - c) Familiar with recent developments in related field
  - d) Effective communication and articulation of scenarios
  - e) Ability to drive interactive sessions
  - f) Willingness to learn and lead
- Institute will own the responsibility of conducting the exams / assessments of student performance for the TCS Designed Course(s) and across all the subjects of the Curriculum. TCS may suggest assessment criteria and the Institute, at its discretion, may use the same for assessment to be done through written exams, internal assessments, market visits and take-home assignments by the nominated faculty, where each parameter may have an assigned weightage so that students are assessed effectively for their all-round performance
- Institute will enable Video Conference facility in its campus for faculty to join remotely from TCS office for Faculty Development Program and for students to join for classes on some subjects which may be conducted by TCS faculty over Video Conference
- Institute will ensure adequate computing Lab facility for the students undergoing CSBS course.
- Institute will ensure at least one classroom with CCTV monitoring facility where some exams may be conducted by TCS for the students pursuing CSBS.



  
Registrar  
JECRC University  
Jaipur-302905



- Institute shall ensure that all the students selected for the TCS Designed Course(s) / Curriculum will sign individual confidentiality undertaking substantially in the format as set forth in Annexure - C hereunder, to ensure that the course material is not used or disposed off inappropriately and take utmost care not to copy or share the course hand outs and materials that are TCS provided copyrighted material with anyone else. The course material is solely for the students' learning purposes and only students, who undertake the TCS Designed Course(s) / Curriculum shall possess the course material at any time. The course material has to be destroyed / disposed only by shredding, in order to avoid any unauthorized use.
- Institute shall ensure that the faculty from Institute who would be trained through the TTT Program will sign individual confidentiality undertaking, substantially in the format as set forth in Annexure - D hereunder, to ensure that the course material is used appropriately only for the purpose of instruction of the TCS Designed Course(s) / Curriculum. The faculty should not use this course material for other courses or for any other purpose whatsoever and also should not dispose it in a manner that can lead the course material falling in hands of those who should not be recipients of the course work.
- The faculty trained by TCS would teach the TCS Designed Course(s) only as long as this MOU is valid. Once the validity of this MOU is over, they would need to be recertified with a TTT Program post renewal of the MOU.
- Institute shall ensure availability of all requisite facilities infrastructure, cooperation, etc. required to seamlessly deliver the TCS Designed Course(s) / Curriculum to the applicable students. The lectures are to be scheduled during the normal working days of the Institute or as decided by Institute. In cases where TCS' assistance is availed by Institute for delivery of the TCS Designed Course(s), TCS and Institute will mutually agree to a schedule for the same. Institute recognizes that timely and continued provision of the facilities by Institute is a condition precedent to the completion of the TCS Designed Course(s) / Curriculum in time. Any delay or failure in the provision of agreed facilities will hamper the timely completion of the course and TCS shall not be held liable for the same.
- Institute shall permit the applicable TCS faculty/personnel engaged pursuant to this MOU, reasonable access to the premises of Institute, for the purpose of delivery of the TTT Program or to fulfil its role under this MOU or assist the Institute in any other manner in relation to this MOU.
- At the end of the TCS Designed Course(s) / Curriculum, any formalities with respect to awarding certificate of course completion to the students will be done by Institute in accordance with the rules/procedures followed by Institute.

### III) OTHER TERMS & CONDITIONS

- TCS and the Institute will jointly evaluate and agree on applicable fees or service charges (if any). In cover the costs of designing, developing training, branding, delivering and sustaining the TCS Designed Course(s) / Curriculum that may be offered in collaboration with TCS and any costs associated therewith such as travelling, accommodation, etc.
- Upon mutual agreement, TCS and Institute may at any time enter into a specific definitive agreement(s) (hereinafter referred as "Definitive Agreement(s)") setting out therein the mutually agreed detailed terms and conditions applicable to the various courses to be provided by TCS under such Definitive Agreement(s).
- For the TCS Designed Course(s) which are agreed to be implemented, TCS will provide one master copy of course material in hard copy form to the Institute, which will be received by the faculty duly designated by Institute in writing to TCS. The said course material may be reproduced in hard copy and soft copy forms, solely for the purpose of being issued by the duly designated faculty to the students who enroll for the TCS Designed Course(s) / Curriculum for the duration of the course. Except as permitted herein, the course material provided by TCS shall not be reproduced, copied, translated, adapted, broadcasted, hosted or transmitted (including electronically) in any form. The supporting material, if any for faculty members will be separately provided to the faculty members and shall be used by the faculty members only for the purposes of the instruction of the TCS Designed Course(s) at the Institute. Institute shall ensure that the original master copy of course material and supporting material for faculty members provided by TCS and copies of the same including portions thereof (i) is treated strictly as confidential documents; (ii) shall only be in the possession of the designated faculty of Institute; and (iii) shall not be displayed or circulated in libraries or forums where any person not enrolled under the TCS Designed Course(s) / Curriculum may access the same.
- For the entire process involved for offering the TCS Designed Course(s) / Curriculum, Institute will seek prior written permission from TCS before publishing any related information regarding this TCS Designed



  
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Course(s) / Curriculum offering initiative in collaboration with TCS, in the press, media, social network, blogs, internet and in any other allied public channels

- Unless otherwise agreed by the Parties separately in writing, each Party will be responsible for its own individual costs in conducting its duties and obligations under this MOU.

#### IV) INTELLECTUAL PROPERTY RIGHTS

- Institute agrees and acknowledges that any and all intellectual property rights in or to course contents and curriculum of the TCS Designed Course(s) forming part of the Curriculum, whether developed solely by TCS or jointly along with TCS and TIT Program and any and all modifications, enhancements, alterations, additions, adaptations, translations to the same, or derivative works thereof, or feedback received with respect to them, shall be done only by or with prior written permission of TCS and vest with TCS and/or its licensors. For the term of this MOU, TCS grants to the Institute a non-exclusive, non-transferable, non sub-licensable, limited right and license to use and reproduce the course material in hard copy form only for the purposes of, and as permitted under, this MOU. All rights not expressly granted herein shall remain with TCS.
- Institute agrees to retain all of TCS' and/or its licensors' logo, trademark, copyright notices and other proprietary markings or notices on the TCS Designed Course(s). Institute shall not permit any persons to, remove, alter, obscure or otherwise render illegible any of TCS' logo, trademark, copyright notice or other proprietary or confidentiality markings that may be placed on the course material or part thereof provided to Institute hereunder without prior written approval of TCS. Institute shall include on all copies of all or part of the course material a reproduction of TCS' and/or its licensors' logo, trademark, copyright notices and other proprietary markings or notices as included in the TCS Designed Course(s).
- TCS shall also continue to own all and any intellectual property developed prior to or independently of this MOU.
- By entering into this MOU, Institute covenants and undertakes:
  - a) To respect TCS' intellectual property
  - b) Not to use TCS' intellectual property without the prior express written consent of TCS
  - c) Ensure the confidentiality of such intellectual property of TCS within enrolled students and nominated faculty
  - d) Not to use or permit use TCS' intellectual property other than for the purpose and duration of this MOU
  - e) Promptly report any misuse of the TCS' intellectual property which comes to its notice and assist and support TCS in remedying and/or protecting any misuse/infringement of TCS' intellectual property subject of this MOU
- Institute agrees that it shall not gain by virtue of this MOU any rights of ownership or any other interest, right, or title in or to any copyrights, patents, trade secrets, trademarks, or any other intellectual property or proprietary rights owned by TCS. Except as otherwise explicitly agreed between the Parties, any and all works developed in the course of performing obligations pursuant to this MOU, including all intellectual property rights in or related thereto, and all new inventions, innovations, works or ideas developed by TCS in the course of performance of its activities under this MOU will belong to TCS.
- If the Parties undertake any joint development in the course of providing services under this MOU, any such joint development will be governed by a separate agreement to be negotiated in good faith by the Parties prior to the commencement of any joint development efforts.
- Neither Party shall use any name, trademark, service mark or symbol of the other Party in any publicity release or advertising material or for any other purpose whatsoever without securing the prior written consent of that other Party. The Parties may, however, mention the non-stylized name of the other Party and areas of collaboration in their official websites, presentations and analyst reports and include the existence of this Memorandum in its regular list of academic/industry collaborations. Institute agrees that any and all use of TCS name and trademarks shall be in accordance with the provisions of Annexure B.
- TCS may use the Curriculum or any course designed, developed or implemented under this MOU with any other academic institution without any restriction or compensation to Institute.

#### V) CONFIDENTIALITY

- During the term of this MOU TCS may disclose to Institute its Confidential Information. Confidential information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information or information which by its nature is confidential or acknowledged and agreed herein as confidential, except such information as is (a) previously known to Institute at the time





of disclosure and not subject to confidentiality under any other agreement between the Parties, or (b) independently developed by Institute and not derived from the Confidential Information supplied by TCS or the participation of individuals who have had access to Confidential Information of TCS, (c) disclosed to Institute by a third party who lawfully acquired such information without restriction and is not subject to confidentiality obligations, or (d) in or subsequently comes into the public domain (other than as a result of a breach of this MOU), or (e) required to be disclosed by Institute by law, regulation, court order or other legal process. Institute acknowledges and agrees that course contents and curriculum of the TCS Designed Course(s) and TIT Program is Confidential Information of TCS irrespective of whether it is labelled as confidential or not.

- Institute shall hold such Confidential Information in strict confidence for TCS and shall not use it for any purpose except in furtherance of the relationship set forth in this MOU, or except as it may be authorized by TCS in writing. Institute shall further be responsible for the compliance of the foregoing by its students, employees, faculty or agents who have access to Confidential Information in relation to the purpose of this MOU.
- Institute acknowledges and agrees that a breach of any of its obligations contained herein will result in irreparable injury to TCS for which there will be no adequate remedy at law, and TCS shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of its obligations herein by the Institute. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of the obligations but shall be in addition to all other remedies available at law or in equity.
- All Confidential Information is provided as is, without any warranties express, implied or otherwise, regarding its accuracy, completeness or performance.

## VII) TERMINATION

- Either Party may terminate this MOU by giving ninety (90) days advance written notice to the other Party. On termination or expiry of this MOU, each Party shall return to the other party all such confidential and proprietary information, documents and reference material and any copies thereof of the other Party in its possession. If the MOU expires or if notice of termination is issued during the Academic Year when the TCS Designed Course(s) / Curriculum is / are in progress, the termination shall take effect post completion of the batch(es) that has/have already opted for the TCS Designed Course(s) / Curriculum. New students/batches will not be offered the TCS Designed Course(s) / Curriculum once the termination notice has been issued. Any admissions to batch joining in the AY 2022 onwards shall be with the prior written consent of TCS as mentioned in Section I above. The right of each Party to terminate this MOU with immediate effect for material breach of the terms of this MOU (that remains untried after thirty (30) days of written notice thereof or that are not susceptible to cure) remains unaffected. This Agreement shall automatically terminate if the Curriculum is not approved by AICTE or other approving authorities and / or admissions are not made in batch joining in the AY 2020 and 2021.
- All such obligations and terms of this MOU that are required to survive the expiration or termination of this MOU, including but not limited to, intellectual property rights, confidentiality limitation of liability shall survive such termination.
- This MOU can be extended or terminated by mutual consent of the Parties in writing.

## VIII) PERIODIC REVIEW

- The Parties agree that the persons nominated herein below as the point of contact for each Party (or their respective nominees) shall meet at a frequency mutually decided by TCS and Institute either personally or through a teleconference to review the progress and plan the future course of action, to accomplish the objectives of this MOU as per the mutually agreed time schedule.

Point of contact of Institute: Dr. Manish Jain  
Deputy Director (Industry Interface)  
JECRC University  
Plot No. IS-2036 to IS-2039, Ramchandrapura Industrial Area,  
Vichani, Jaipur, Rajasthan 303005

Point of contact of TCS: G Balanarayanan  
Academic Interface Programme  
Tata Consultancy Services Ltd  
21, Industrial Estate, Ambetkur  
Chennai – 600 058  
Ph: 044 56166590 / +91-8056210031



  
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## VIII) RELATIONSHIP OF THE PARTIES

For the purpose of this MOU, both the Parties are independent contractors. Neither this MOU, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency or other such relationship. Neither party is authorized, in any manner, to make any commitment on behalf of or to bind the other Party.

Institute will be completely responsible for ensuring compliance towards all statutory provisions applicable to and governing the employment of its employees and representatives, deployed and would ensure compliance to provisions of statutes, as amended and applicable from time to time for such employees and representatives. Under no circumstances shall employees, agents and representatives of Institute, represent as or be construed as employees/agents of TCS.

## (IX) LIMITATION OF LIABILITY

Institute agrees that any information or material provided / disclosed by TCS is on 'as is' basis without any warranty or representation of any nature whatsoever, as to any matter, including but not limited to, warranty of fitness for a particular purpose or merchantability. TCS shall not be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by Institute or any third party arising out of or in connection with this MOU or the subject matter of this MOU, whether in an action in contract or tort or any other legal theory.

## X) GOVERNING LAW/ARBITRATION/VENUE

The laws of India shall govern this MOU. Any disputes between the parties shall be resolved by mutual discussions. Disputes, if any, remaining unresolved for a period of sixty (60) days after reference to the other Party in writing, shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and under the Rules made thereunder (or any statutory modification / re-enactment thereof) by one or more arbitrators appointed in accordance with the said Rules. The language of the arbitration shall be English, and the decision of the arbitrators shall be final and binding on the parties. The venue of Arbitration shall be Mumbai. Both Parties irrevocably submit to the exclusive jurisdiction of the Courts in Mumbai for any action or proceeding regarding this MOU. Nothing herein shall prohibit either Party from seeking a temporary restraining order, preliminary injunction or other provisional relief if, in its judgment, such action is necessary to avoid irreparable damage, to preserve the status quo or to prevent the dissemination of Confidential Information or protection of its intellectual property or from bringing and pursuing legal action to specifically enforce the provisions of this Section X.

## XI) NOTICES

All notices, requests, demands and other communications under this MOU or in connection herewith shall be in writing given to or made upon the respective Parties as follows and will be effective:

- upon actual delivery if presented personally or sent by express overnight courier (with a signature acknowledging receipt), or
- seven days following deposit in the mail if sent by certified or registered mail, postage prepaid, return receipt requested:

To TCS:

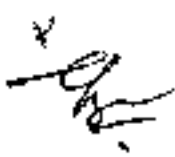
Attention: Academic Interface Programme, Tata Consultancy Services Ltd. 21, Industrial Estate, Ambattur, Chennai 600 058

With a copy addressed to: General Counsel Tata Consultancy Services Limited, TCS House, Raveline Street, 21 D S Marg, Fort, Mumbai - 400 001 (India)

To JECRC University:

Attention: Registrar, JECRC University, Plot No. IS-2036 to IS-2039 Ramchandrapura Industrial Area, Vidhani, Jaipur, Rajasthan-303905

Or to such other person or addresses as any of the parties shall have notified to the other party. All notices, requests, demands and other communications given or made in accordance with the provisions of this MOU shall be in writing by registered letter, fax or telegram.



  
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### **XII) NON SOLICITATION**

During the term of this MOU and for a period of twelve (12) months thereafter, Institute agrees not to hire, recruit, solicit or otherwise employ any employee or representative of TCS involved in the performance of its obligations pursuant to this MOU.

### **XIII) FORCE MAJEURE**

Neither Party shall be liable for any failure or delay in the performance of its obligations under this MOU to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control, including but not limited to, by fire, flood, explosion, earthquake, elements of nature, drought or bad weather, lightning or acts of God, acts of state, strikes, acts of war (whether declared or not), hostilities, terrorism, riots, civil disorders or commotion, lockouts, industrial disputes, rebellions or revolutions, blockages, quarantines, embargoes and other similar governmental action (each a "Force Majeure Event"). Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within ten (10) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay with relevant documentary supporting. However, the Party claiming such event shall take all necessary steps to mitigate the delay so caused in spite of such Force Majeure Event.

### **XIV) AUTHORITY**

Each signatory to this MOU represents and warrants that he/she is duly authorized by the Party for and on whose behalf he/she is signing this MOU to execute the same in a manner binding upon said Party and that all approvals, permissions and procedures necessary for vesting such authority in him/her have been duly complied with.

### **XV) NO WAIVER**

Either Party's failure to exercise any right under this MOU shall not constitute a waiver of any other terms or conditions of this MOU with respect to any other or subsequent breach, or a waiver by such Party of its right at any time thereafter to require exact and strict compliance with the terms of this MOU. In order to be effective, all waivers under this MOU must be in writing and signed by the waiving Party.

### **XVI) TATA CODE**

The business activities of TCS are self-regulated by the "Tata Code of Conduct". Institute undertakes that it will ensure compliance with the Code in the performance of this MOU and promptly report any violation or potential violation of the Code by any person to the Local Ethics Counselor or the Principal Ethics Counselor or the CEO of TCS. A copy of the Tata Code of Conduct is available at: <https://www.tcs.com/tata-code-of-conduct>

### **XVII) SURVIVAL**

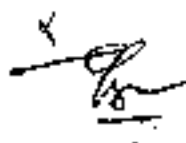
The clauses of this MOU, including without limitation, confidentiality, and intellectual property right obligations, which by their very nature ought to survive termination or expiration of this Agreement, shall so survive.

### **XVIII) SEVERALTY**

If any clause or term of this MOU be declared null and void and/or unconstitutional or unenforceable, such clause or term shall be modified to the extent necessary to make it valid and enforceable whilst preserving the intent of the Parties and the remaining terms and the MOU shall continue to operate and be binding on the Parties.

### **XIX) ENTIRE AGREEMENT**

This MOU, along with the schedules, annexures and exhibits, if any, attached hereto, sets forth the entire agreement between the Parties and supersedes any other prior or contemporaneous proposals, agreements and representations between them related to its subject matter, whether written or oral, between the Parties and all amendments and extensions thereof, which shall be deemed to be superseded by this Agreement. No modifications or amendments to this MOU shall be binding upon the Parties unless made in writing and duly executed by authorized officials of both Parties.



  
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IN WITNESS WHEREOF, each of the parties hereto have caused this MOU to be duly executed by a duly authorized representative of such party as of the date first above written.

Tata Consultancy Services Ltd  
(TCS)

JECRC University  
(Institute)

Signature: \_\_\_\_\_

Name Mr. Tej Bhatia

Title Vice President

Date \_\_\_\_\_

Signature: \_\_\_\_\_

Name Shri. S.L. Agrawal

Title Registrar

Date \_\_\_\_\_

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**Jalpur-303905**



## ANNEXURE - A

### OPTION 1:

#### TCS Designed Course(s)

Such TCS Designed Course(s) will initially be offered only to students at the Institute undergoing a full time specific 4-year undergraduate engineering degree programs in Computer Science and Business Systems as part of the Curriculum (as detailed in Option 2 below).

Parties may agree to offer TCS Designed Course(s) offered as part of the Curriculum as elective subjects in other engineering degree programs.

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### Option 2:

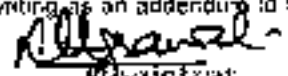
#### TCS Designed Curriculum - Offered for full time four-year undergraduate engineering program (B.E. / B.Tech)

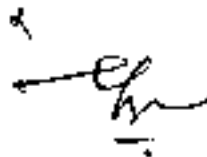
Offering - Only for full time four-year undergraduate engineering program (B.E. / B.Tech)

4-year Degree: TCS will work on designing full curriculum specialization in Computer Science and Business Systems four-year undergraduate engineering degree courses

The objective is to provide the students with exposure to latest trends and techniques that are found in the world of practice and their applicability and relationship to theoretical knowledge in the field. TCS will work in collaboration with the Institute for designing the curriculum for the same spread over 4 years of the graduation course (the 'Curriculum'). The Curriculum will include examination/assessment at the end of each semester / year for all courses including the TCS Designed Courses)

- TCS agrees to design a full time four-year undergraduate engineering curriculum titled 'Computer Science and Business Systems' (hereinafter referred to as 'Curriculum');
- Curriculum will have 6 elective courses (to be chosen from 18 elective options) spread from Semester 5 to Semester 8. Two elective subjects will be taught by TCS in Semester 7 and Semester 8. The selection and evaluation criteria of the students for these electives shall be decided by TCS.
- The final choice of Curriculum to be offered by the Institute to its students will be jointly agreed between TCS and the Institute
- Table 1 outlines the courses including TCS Designed Course(s) which will be taught in Year 1 Semester 1 and Year 1 Semester 2 and has been agreed to by both TCS and Institute.
- Table 2 outlines the courses including TCS Designed Course(s) which will be taught in Year 2 Semester 3 and Semester 4 and has been agreed to by both TCS and Institute
- The course curriculum for Year 3 & Year 4 will be subsequently decided and finalized mutually between TCS and Institute and identify any TCS Designed Course(s) included therein as an addendum to this MOU.
- TCS shall provide personnel/specialists support in order to design the course(s), develop the course(s) and assist the Institute's faculty and/or delivering certain courses during Year 1 in the Curriculum as identified below for TCS Designed Course(s).
- TCS role in designing of the course(s), developing the course(s) and assisting the Institute's faculty and/or delivering the courses for Year 2 to Year 4 will be mutually decided in writing as an addendum to this MOU later between TCS and Institute

  
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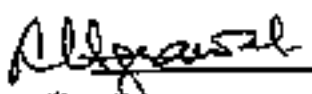
**Table 1. Course Curriculum – Year 1**

ID	TCS Designed Courses for Semester I
1.1	Discrete Mathematics
1.2	Introductory Topics in Statistics, Probability and Calculus
1.3	Fundamentals of Computer Science+ Lab
1.4	Principles of Electrical Engineering + Lab
1.5	Fundamentals of Physics+ Lab
1.6	Business Communication & Value Science – I
ID	TCS Designed Courses for Semester II
1.7	Linear Algebra
1.8	Statistical Methods + Lab
1.9	Data Structures & Algorithms + Lab
1.10	Principles of Electronics + Lab
1.11	Fundamentals of Economics
1.12	Business Communication & Value Science – II
1.13	Environmental Sciences (Non-Credit / Optional)

**Table 2 Course Curriculum – Year 2**

ID	TCS Designed Courses for Semester III
2.1	Formal Language and Automata Theory
2.2	Computer Organization & Architecture
2.3	Object Oriented Programming + Lab
2.4	Computational Statistics + Lab
2.5	Software Engineering + Lab
2.6	Financial Management
2.7	Human Resource Management
ID	TCS Designed Courses for Semester IV
2.8	Operating Systems + Lab (Unix)
2.9	Database Management Systems + Lab
2.10	Software Design with UML + Lab
2.11	Introduction to Innovation, IP Management & Entrepreneurship
2.12	Business Communication & Value Science – II
2.13	Operations Research – Lab
2.14	Marketing Research & Marketing Management



  
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## ANNEXURE - B

### TERMS AND CONDITIONS FOR USAGE OF TCS MARKS


Any use of TCS or its affiliates' name, trade name, trademark or service marks (collectively "TCS Marks") as referred to in Section IV of the MOU shall be subject to the following terms and conditions.

1. Institute acknowledges and agrees that any use of TCS Marks shall be with the prior written approval of the IIT Jodhpur. Any different usage also shall require prior written consent TCS. Institute shall submit samples for approval at email: [balanarayan.g@tcs.com](mailto:balanarayan.g@tcs.com). Any change in the contact for submitting samples for approval shall be intimated to Institute from time to time. All use of TCS Marks permitted by this Section shall be in accordance with TCS usage guidelines and/or instructions provided to Institute from time to time. Where such prior written approval is granted as aforesaid, TCS will grant Institute a non-transferable, non-sublicensable, royalty-free, revocable and nonexclusive permission to place or affix permitted TCS Marks belonging to TCS, on or in relation to the approved usage.
2. TCS reserves the right to withdraw such permission and consent at any time with reasonable notice entirely or in relation to particular TCS Marks or particular use, and immediately if TCS become aware of any claim by a third party that Institute use of TCS Marks infringes upon the rights of that third party. Institute acknowledges and agrees that all rights, title and interest in and to TCS Marks shall be and remain sole and exclusive property of TCS and/or its affiliates. Institute will be responsible for ensuring that the use of TCS Marks is accurate, and not misleading, defamatory, libelous, obscene, infringing or otherwise objectionable and is in compliance with the applicable laws and remains distinct and separate from text, brand marks or any other graphic elements.
3. Institute represents and warrants that they will not at any time:
  - (i) claim any right, title or interest in any of the TCS Marks;
  - (ii) register, seek to register or cause to be registered any of the TCS Marks;
  - (iii) adopt and use any trademark, trade name, business name, fictitious name, internet domain name, logo or designation that might be identical or confusingly similar to TCS Marks or TCS Marks as portion thereof;
  - (iv) attach any other trademark, trade name, logo or designation to TCS Marks or use in combination with any other design, word or words, unless such use is authorized in writing by TCS;
  - (v) use any of the TCS Marks in connection with products / services / context not contemplated herein;
  - (vi) use TCS Marks in any manner that suggests that TCS has endorsed, sponsored or certified the product, components, program or services of the other Party; or
  - (vii) use any of the TCS Marks in a manner that infringes, derogates, dilutes, or impairs rights TCS has in such Marks.
4. Institute will be fully liable to TCS for any damages or harm caused to TCS by a breach of these terms and conditions by Institute or any of its agents, representatives, consultants or affiliates. Institute acknowledge and agree that a breach of any of its representations, warranties or agreements contained herein will result in irreparable injury to TCS and/or its affiliates for which there will be no adequate remedy at law, and TCS and/or its affiliates shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of these terms and conditions by Institute. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of these terms but shall be in addition to all other remedies available at law or in equity.
5. Permission for Institute to use the TCS Marks under these terms and conditions is only as stated above and it is expressly understood that nothing herein shall grant to Institute any right, title, or interest in the TCS Marks or name (either alone or in association with other words or names), or any part thereof, or in any other marks adopted by TCS, or in any trademark, copyright or good will of TCS and/or its affiliates. All use of TCS Marks by the Institute as permitted under these terms and conditions and goodwill therein shall inure to benefit of TCS and its affiliates. Institute agrees upon termination or expiration of this MOU to discontinue use of TCS Marks where such use is based on any rights obtained under these terms and conditions. Any continued, further or other use of TCS Marks shall be subject to execution of separate agreement between the Parties.
6. All materials provided and/or approved by TCS under these terms and conditions (including without limitation the marks and all graphic materials and content relating to the marks) are provided "as is" and without warranty of any kind, express or implied, and TCS and/or its affiliates/licensors hereby disclaim any and all warranties, express and implied, including but not limited to any warranties of reliability, availability, title, merchantability, non-infringement, quiet enjoyment or fitness for a particular purpose.
7. In no event shall TCS and/or its licensors or affiliates be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever, including without limitation arising out of or in any way related to the use of or inability to use, or failure to meet any duty including of good faith or

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of reasonable care, damages for loss of profits, revenue or business interruption, or otherwise under or in connection with any provisions of these terms and conditions regarding use of the TCS Marks even in the event of the fault, tort (including negligence), strict liability or breach of contract, and even if TCS or any of its licensors/affiliates has been advised of the possibility of such damages.



  
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## ANNEXURE - C (FOR STUDENTS)

### INDIVIDUAL CONFIDENTIALITY UNDERTAKING

The following special terms are agreed between the undersigned \_\_\_\_\_ Year B.E. / B.Tech student ("I"/ "Student") of \_\_\_\_\_ and Tata Consultancy Services Limited, having its corporate office at TCS House, Raveline Street, 21 D S. Marg, Fort, Mumbai - 400001, India ("TCS").

WHEREAS in connection with the terms of the Memorandum of Understanding dated 17th October 2020, executed by and between TCS and Institute (the "MOU"), TCS has agreed to design and develop courses in areas focused around "Computer Science and Business Systems" which is a focused line of business offering within TCS.

WHEREAS TCS has invested considerable time, expenses and efforts in the designing, developing and structuring of the course and study material that are provided to the Student (hereinafter referred to as "Course Material").

AND WHEREAS It being an intellectual property of TCS, the Student hereby agrees to comply with the following obligations with respect to such Course Material:

- I acknowledge that TCS is the owner of any and all the intellectual property and proprietary rights in the Course Material and accept that I have not acquired and shall not acquire (including by virtue of my receipt of Course Material) any such intellectual property or proprietary rights.
- I shall not commit any violation, infringement or misappropriation of such intellectual property and proprietary rights nor commit any other act or omission which has an adverse effect on the value, validity, enforceability or any other aspect thereof in regard to the Course Material.
- I hereby agree and undertake to hold and keep in strict confidence the Course Material in my possession, custody or control and neither copy, distribute or disclose Course Material nor allow any third party to do so, and not use or allow it to be used for any purpose or in any manner other than for self-study / training.
- I also hereby undertake to ensure that after completion of the course or upon prior request by TCS, I shall promptly destroy the Course Material by means of shredding.

I agree that the limitations set forth herein are reasonable and properly required for the adequate protection of the Course Material of TCS. I note that TCS is relying on my undertaking in this statement in agreeing to permit me access to the Course Material and that I may be held personally liable for breach of the undertakings in this statement. This Undertaking shall be governed by the laws of India. In the event any dispute arises in connection with this Undertaking, the courts in Mumbai shall have a non-exclusive jurisdiction. However, that, upon my breach of this Undertaking, TCS reserves the right to seek any available form of legal or equitable relief, including, but without limitation, injunctive relief as a remedy for such breach from any court of competent jurisdiction.

By signing below, I acknowledge that I have read, understood and hereby voluntarily agree to the above terms and conditions.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Student: \_\_\_\_\_

College ID Number: \_\_\_\_\_

Residential Address: \_\_\_\_\_



  
Registrar  
JECRC University  
Jaipur-303905



## ANNEXURE - D (FOR FACULTY)

### INDIVIDUAL NON-DISCLOSURE AGREEMENT

This Agreement is entered into as of the day of signing, by and between Tata Consultancy Services Ltd. a company incorporated under the Companies Act 1956 and having its Corporate Office at TCS House, Ravine Street, Fort, Mumbai 400001, India ("TCS"), and

s/o d/o \_\_\_\_\_, ("Faculty"), a Faculty in the Department of \_\_\_\_\_ at \_\_\_\_\_ (the "Institute")

TCS and Faculty are both hereinafter referred to as "Party" individually or "Parties" collectively as the context may require.

WHEREAS Faculty is aware that in connection with the terms of the Memorandum of Understanding dated 17th October 2020, executed by and between TCS and Institute (the "MOU"), TCS has agreed to design and develop course contents and curriculum for one or more courses ("TCS Designed Courses") that can be offered by the Institute to its students.

WHEREAS, TCS will conduct a Train the Trainer Program ("Training") where personnel/specialists from TCS will transition the skill, knowledge and approach to the nominated faculty / Faculty to teach a TCS Designed Course(s) viz Computer Science and Business Systems and any other TCS Designed Course from time to time (the "Course").

WHEREAS, the Faculty will utilize the material, skill and knowledge learnt during the Training hereto for imparting education thereof only to the students enrolled in Course and at the Institute ("PURPOSE").

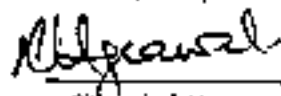
WHEREAS, Faculty acknowledges that TCS has invested considerable time, expenses and efforts in the designing, developing and structuring of the Course and study material that are provided to the Faculty.

WHEREAS, In the course of Training/such activities it is also anticipated that TCS will disclose to the Faculty all Course material (in form of soft copies and/or hard copies) for the Purpose as set forth above.

NOW THEREFORE, the Parties hereto have entered into the following agreement ("Agreement"):

1. For the purpose of this Agreement "Confidential information" shall mean any and all information and data, including but not limited to any kind of any Course Material, Training material, methods, product, service, process, invention, improvement or development carried on or used by TCS, discoveries, ideas, concepts, know-how (whether patentable or copyrightable or not), research, development, designs, specifications, drawings, blueprints, drawings, diagrams, models, samples, flow charts, computer programs, algorithms, marketing plans or techniques, budgets, costs, profits, prices, discounts, mark-ups, business strategies, marketing, tenders and any price sensitive information concerning TCS, whether or not labeled as "Confidential Information" and disclosed by TCS in connection with the Purpose, irrespective of the medium in which such information or data is embodied. Confidential Information shall include any copies, abstracts, reports, work products or any derivatives made or derived from CONFIDENTIAL INFORMATION by the Faculty as well as any modules, samples, prototypes or parts thereof.
2. All Confidential Information disclosed pursuant to this Agreement
  - a. shall be used exclusively for the Purpose of this Agreement, and the Faculty shall be permitted to use Confidential Information disclosed to it pursuant to this Agreement only for such sole Purpose and for no other purpose, unless otherwise expressly agreed to in writing by TCS;
  - b. shall not be distributed, disclosed, or disseminated in any way or form by the Faculty to anyone. All CONFIDENTIAL INFORMATION shall be utilized by the Faculty only for the purpose of gaining knowledge and in furtherance of imparting education to the students of the Institute;
  - c. shall be treated by the Faculty with reasonable care that a prudent person would exercise to avoid disclosure of CONFIDENTIAL INFORMATION to any third party;
  - d. shall remain the property of TCS;
  - e. shall not be disclosed to any other third party by the Faculty without the prior written approval from TCS; the Faculty shall not copy, recreate, replicate, translate or otherwise reproduce any Confidential Information in any manner whatsoever or create derivative works therefrom, except for the PURPOSE specified in this Agreement.



  
Registrar  
JECRC University  
Jaipur-303905



3. The obligations as per paragraph 2 shall not apply, however, to any Confidential Information which:
  - a. the Faculty can demonstrate, is already in the public domain or becomes available to the public through no breach by the Faculty of this Agreement;
  - b. was lawfully in the Faculty's possession prior to receipt from TCS as proven by its written records without the breach of any confidentiality obligations by any third party;
  - c. is independently developed by the Faculty without reference to or use of any CONFIDENTIAL INFORMATION;
  - d. is required to be disclosed by law or the rules of any governmental organization, provided the Faculty has issued a written notice to TCS immediately upon learning the requirement for disclosure and afforded TCS a reasonable opportunity to contest, limit and/or assist the Faculty in limiting such disclosure.
4. The Faculty shall have the right to refuse to accept any Confidential Information under this Agreement prior to receipt of such Confidential Information and once the Confidential Information is received by the Faculty, the Faculty shall be deemed to have unconditionally accepted such Confidential Information in terms of this Agreement. Nothing herein obligates TCS to disclose any Confidential Information to the Faculty.
5. The Faculty shall indemnify and hold harmless TCS and their directors, officers, employees, agents and representatives from and against all or any claims, damages, losses, liabilities or expenses (including, but not limited to, reasonable attorneys' fee and disbursements) arising out of a breach of this Agreement by the Faculty or its representatives or agents.
6. The Faculty agrees that monetary damages would not be a sufficient remedy for any breach of this Agreement, and that in addition to the remedies provided in Article 5 of this Agreement and any other remedies available to TCS, TCS shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.
7. The Faculty confirms that TCS is disclosing the Confidential Information on "as is" basis without any warranty or representation of any nature whatsoever. TCS shall therefore not be liable to the Faculty for any direct, indirect, special, consequential, incidental, or punitive damages or loss, regardless of the form of action or theory of liability (including, without limitation, actions in contract, warranty, negligence, or products liability) resulting from any defect in or use of any CONFIDENTIAL INFORMATION by the Faculty, even if either PARTY had been advised of the possibility of such damages or losses.
8. It is understood that no license or right of use or any other right in respect of the Confidential Information is granted or conveyed by this Agreement unless expressly provided herein. The disclosure of Confidential Information and materials shall not result in any obligation to grant the Faculty any such rights therein.
9. The Faculty agrees that it shall treat Confidential Information disclosed under this Agreement as strictly confidential in perpetuity.
10. All Confidential information disclosed pursuant to this Agreement shall either be returned to TCS or be destroyed by the Faculty at the option of and sole discretion of TCS. In case of destruction, the Faculty shall confirm in writing such destruction to TCS.
11. All disputes arising out of or in connection with the present Agreement, including any question regarding its existence or validity, shall be finally settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and under the Rules made thereunder (or any statutory modification / re-enactment thereof) by one or more arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be Mumbai. The language to be used in the arbitration proceeding shall be English. The award passed pursuant to such arbitration proceedings shall be final and binding. Notwithstanding this provision, in the event of a breach or threatened breach of this Agreement by or anyone acting on behalf of the Faculty, TCS shall be entitled to seek any equitable relief, specific performance or any such applicable relief from any court of competent jurisdiction.
12. The Parties agree that Agreement shall be subject to the substantive law in force in India with the courts at Mumbai having the exclusive jurisdiction.
13. All notices, requests, demands and other communications under this agreement or in connection herewith shall be given to or made upon the respective parties as follows:

Registrar  
 JECRC University  
 Jaipur-303005



To TCS: Tata Consultancy Services Ltd  
TCS House, Raveline Street,  
Fort, Mumbai 400 001, India

Attn: General Counsel, TCS

To Institute: JECRC University  
Plot No. IS-2036 to IS-2039, Ramchandrapura Industrial Area, Vidhwa,  
Jaipur, Rajasthan-303905  
Attn: Registrar, JECRC University

or to such other person or addresses as any of the Parties shall have notified to the others in writing.

All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement shall be in writing by letter, fax or telegram.

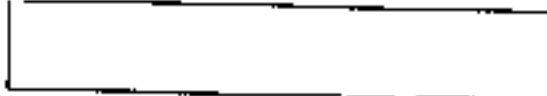
14. If any term, clause or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision of this Agreement and such invalid term, clause or provision shall be deemed to have been deleted from this Agreement.
15. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the Parties hereto. The requirement of written form can only be waived in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates specified below:

Location  
Date:  
on behalf of: Tata Consultancy Services Ltd,

Location  
Date:  
on behalf of

Sign in the box

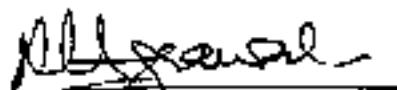


Sign in the box



Name, Designation & Signature

Name, Designation & Signature of Faculty



Registrar  
JECRC University  
Jaipur-303905