



3.7. Collaboration

3.7.1 Copies of Collaboration: MoUs

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Artificial Intelligence Institute, University of South Carolina, Columbia, USA	1
Space Applications Centre, Indian Space Research Organization, Department of Space, Government of India, Ahmedabad	3
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MEMORANDUM OF UNDERSTANDING

BETWEEN

AND

Artificial Intelligence Institute,

J.K. LAKSHMIPAT UNIVERSITY,

University of South Carolina

Near Manindra SEZ, Mahapura, Ajmer Road,

541 Main Street - Columbia, SC 29208, USA

Jaipur-302026, Rajasthan, India

FOR

Academic and Research Collaboration

Artificial Intelligence Institute, University of South Carolina (AII, UofSC) and J.K. Lakshmipat University (JKLU) hereinafter, referred to as the "parties";

In accordance with a desire to promote cooperation in the areas of mutual interest for the benefit of both the institutions, hereby affirm their intent to promote academic and research collaboration as will be for the mutual benefit to both the parties. The memorandum of understanding is considered here to include but not limited to:

1. Collaborative Research and activities
2. Internships and externships for JKLU's Doctoral, Masters and Undergraduate students at AII, UofSC
3. Sabbatical for JKLU faculty at AII, UofSC
4. Sharing of teaching and assessment material prepared by AII, UofSC with JKLU
5. Sharing of data, documentations, computation resources and research materials for collaborative work
6. Work towards cooperative educational programs for the future.

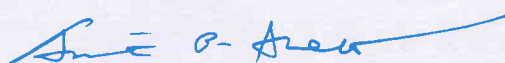
Hence, both the parties have agreed as follows:

Article 1 Joint activities will be established by the mutual agreement of both the parties. These projects will be undertaken to enhance the exchange of knowledge and cultural traditions at the global level.

Article 2 Both parties shall seek to engage in the future in the following types of cooperation subject to the agreement and mutual consent;

- a) Exchange of faculty, students, and researchers
- b) Exchange of scholarly publications and other information in the areas of interest to both parties.

Article 3 The provisions relating to the exchange of faculty, students and research scholars are as follows:

 1/2

- a) The duration of the exchange visit and support for such shall depend on the mutual consent of both the parties.
- b) The host university will do its best to provide exchange faculty, students and researchers with research space and facilities.
- c) Exchange of faculties/ students/ researchers shall be subject to the rules and regulations of the host university.
- d) The host university will make efforts to provide accommodation and food facilities in their university, for the exchange candidates subject to the rules and regulations of the host university.

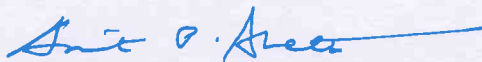
Article 4 Both the parties understand that all financial arrangements will have to be negotiated separately and will depend on the availability of funds.

Article 5 It is understood that both the parties subscribe to the principle of equality and equal opportunity and do not discriminate on the basis of Race, Gender, Age, Color, Religion, Creed, Language or National origin.

Article 6 Both the parties will work towards activities of mutual development and respect the aims, objectives and philosophies of the other institution.

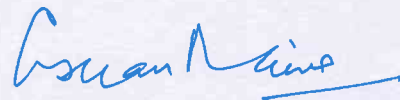
Article 7 This MoU can be terminated by either of the parties by providing a written notification to the other party three months in advance.

**For Artificial Intelligence Institute,
University of South Carolina**



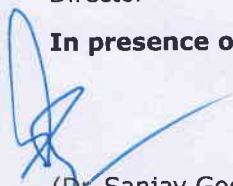
(Dr. Amit Sheth)
Director

For JK Lakshmipat University



(Dr. R.L. Raina)
Vice Chancellor

In presence of:



(Dr. Sanjay Goel)
Director, Institute of Engineering and Technology
JK Lakshmipat University, Jaipur

Place: Jaipur, India

Date: 10.01.2020

Memorandum of Understanding

For

IRNSS Navigation Receiver Field Trial and Data Collection

Between

**Space Applications Centre
Indian Space Research Organization
Department of Space, Government of India
Ahmedabad - 380015**

And

**JK Lakshmipat University
Institute of Engineering & Technology
Jaipur-302026 (Rajasthan)**

This MOU is entered into on 15 day of September, 2016.

BETWEEN

Space Applications Centre, Jodhpur Tekra, Ambawadi Vistar P.O., Ahmedabad, 380015, a centre of Indian Space Research Organization, Department of Space, Government Of India (hereinafter called "SAC" which expression shall where the context so admits include its successors and permitted assignees) of the one part,

AND

JK Lakshmipat University, Institute of Engineering and Technology, Near Mahindra SEZ, Mahapura, Ajmer Road, Jaipur-302026, a centre of higher education (hereinafter called "JKLU" which expression shall where the context so admits include its successors and permitted assignees) of the other part,

1.0 Preamble:

Whereas, Space Applications Centre (hereinafter referred to as "SAC" which expression shall where the context so admits include its successors and permitted assignees) of the one part and "JK Lakshmipat University" (hereinafter referred to as "JKLU" which expression shall where the context so admits include its successors and permitted assignees) of the other part, both are parties to this MoU;

Whereas, SAC is involved in design and development of space-borne instruments for ISRO missions and development and operationalization of applications of space technology for national development. The applications cover communication, broadcasting, navigation, disaster monitoring,

meteorology, oceanography, environment monitoring and natural resources survey. SAC designs and develops all the transponders for the INSAT and GSAT series of communication satellites and the optical and microwave sensors for IRS series of remote sensing satellites, Navigation payloads for IRNSS and GAGAN programme. Further, SAC develops the ground transmit/receive systems (earth stations/ ground terminals) and data/image processing systems;

Whereas, JKLU has been established as a private University under the Rajasthan Private Universities Act at Jaipur and covered under Section 2(f) of the UGC Act 1956, with the explicit purpose of providing quality, globally relevant and future ready education, research, training and consultancy. JKLU is also member of Association of Indian Universities (AIU).

JKLU carryout the research activities in the areas of structural Engineering, Geotechnical Engineering, Transportation Engineering, Real Time Systems, Embedded Systems, Ubiquitous Computing, Mobile Computing, Database and Information Systems, Computer Networks, Software Engineering, Power Electronics, Electrical Power System, Electrical control and Computing, Communication and signal processing, Micro-electronics and VLSI, Electronics and Embedded Systems, Thermal and Fluid Engineering, Design Engineering, Production and Manufacturing, and Energy Systems Engineering, Catalytical and Reaction Engineering, Chemical Process Design and Development, Environmental Process Design and Modelling and Optimization.

2.0 Effective Date and Duration of MoU: This MoU is effective from the date of its signing and is valid for a duration 2 (Two) years from the date of signing. It may be extended further in writing based on mutual consent.

3.0 Scope of MoU:

Scope of the MoU involves Site identification, site preparation, and Installation of the IRNSS receiver. IRNSS Navigation Data collection and analysis to be carried out on regular basis for verification and for other mutually agreed topics of research for both parties. Depending upon the requirement certain scientific experiments can be planned and executed within overall MoU umbrella. With mutual consent, both the Parties can extend the period of data collection and observation locations (sites).

4.0 Methodology:

4.1 Suitable Site Selection

4.2 Installation and commissioning of IRNSS Receiver

4.3 Continuous IRNSS and GPS data logging, analysis of the data

4.4 Transmission of IRNSS and GPS data to SAC as and when demanded by SAC

Data transmission mechanism can be mutually worked out.

5.0 Deliverables:

5.1 SAC deliverables { i, ii & iii through ACCORD Software & Systems Pvt. Ltd }

- i. IRNSS receiver and data processing systems as detailed in Annexure-1. (Delivery @ site)
- ii. Number of receiver units allocated as per SAC receiver Allocation committee's recommendation in view of your response to EOI for IRNSS Receiver deployment
- iii. User and operations manual (Delivery @ site)
- iv. Format for Quarterly (Every Three months) status report

5.2 JKLU deliverables

- i. All necessary logistics so that IRNSS Receiver shall be established to collect positional data in raw and RINEX format received from IRNSS, GPS constellation with 1 sec update rate
- ii. Send a Quarterly status Report on usage/performance of receiver to SAC in a prescribed format.
- iii. Send the Receiver data to SAC as and when asked for

6.0 Guidelines on Receiver / Data Usage:

The data is to be used strictly for internal research purpose only. The Receiver is for experimentation and field trial only and should not be used for any operational purpose. IRNSS constellation is evolving and has not been declared operational for Position Navigation and Time. So the results/performance of IRNSS should be viewed in that context.

7.0 Responsibility of Each Party:

SAC and JKLU shall jointly work towards IRNSS system verification using data collected from IRNSS receivers. In addition, following are the specific responsibilities.

7.1 JKLU:

- 7.1.1 All the logistics support, site identification, site preparation, required for setting up of IRNSS Receiver will be provided by JKLU.
- 7.1.2 Installation of the IRNSS Receiver at the site will be carried out by ACCORD SYSTEMS
- 7.1.3 Utmost care to be taken in handling the IRNSS Receiver.
- 7.1.4 Send the Receiver Data to SAC when asked for
- 7.1.5 Safety and security of the IRNSS Receiver

7.1.6 IRNSS data reception, processing, archival to be done by JKLU.

7.2 SAC:

- 7.2.1 SAC will provide IRNSS Receiver Unit(s) and Receiver operation manual(s) on returnable basis (As detailed in Annexure-1)
- 7.2.2 SAC will provide technical assistance to JKLU in working out modalities of Data collection, data sharing, etc.
- 7.2.3 SAC will provide technical assistance to JKLU in proper operation and maintenance of IRNSS Receiver
- 7.2.4 SAC will provide technical assistance to JKLU in identifying appropriate research areas considering capabilities of this Receiver

8.0 Project schedule:

- 8.1 Selection of Suitable Site(s) within 10 days from the date of signing MoU by JKLU
- 8.2 Installation and Commissioning of IRNSS Receiver by M/S ACCORD.
- 8.3 Regular data collection and analysis will be carried out for the duration of the MoU from the date of Installation and Commissioning of IRNSS Receiver

9.0 Training:

M/S ACCORD will provide necessary training and guidelines for site identification, receiver operations. SAC will provide guidelines for data collection, processing and data transfer

10.0 Project Monitoring:

10.1 SAC and JKLU shall identify focal person(s) who shall be responsible for organizational matters and interfacing for day to day operation, such as functioning of IRNSS Receiver, security etc. Each party shall pursue its independent research using data from these IRNSS Receiver, with mutual consultation.

10.2 A periodic Quarterly status report should be generated by JKLU regarding Receiver operations. A User meet to share results, experience will be held at SAC every six months.

11.0 Functionaries (Typically 2)

Dr.-Ing. Anupam Kumar Singh, Director-IET, JK Lakshmipat University, Jaipur (JKLU Focal persons)

Shri Tapan Misra, Director, SAC/ISRO, Ahmedbad (SAC Focal persons)

12.0 Confidentiality:

12.1 During the tenure of MoU and thereafter both parties undertake on their behalf and on behalf of their employees/representatives to maintain strict confidentiality and prevent disclosure thereof of all the information and data exchanged/generated pertaining to this agreement. However, the data may be published and shared jointly for scientific publication after mutual consent in writing.

12.2 JKLU will not disclose any research result and Foreground information, generated out of or involving the data, its derivative or information thereof from the IRNSS Receiver established (at given site) as per terms of this MoU to any third party without seeking prior written permission.

13.0 Intellectual Property Rights :

All the research results and foreground information as well as foreground Intellectual Property Rights, generated out of or involving the data, its derivative or information thereof, from IRNSS Receiver and sites established as per terms of this MoU whether or not legally protected, shall be owned by SAC. JKLU will be free to use such data for their internal R&D purposes with intimation to SAC.

Notwithstanding any provisions mentioned above or any future licensing agreements, SAC shall be deemed to have all rights including non-exclusive, irrecoverable and royalty-free license for the unlimited development and use of any and all Foreground information and Foreground Intellectual Property Rights, generated out of or involving the data, its derivative or information thereof, from the IRNSS Receiver established (at given site) as per terms of this MoU, whether or not legally protected, for the purposes of its own applications.

14.0 Change In Scope of Work:

Any change in scope of work would be with mutual consent of both the parties in writing.

15.0 Modifications to MoU:

15.1 Any amendment or modifications of this MOU shall be in writing by both parties.

15.2 The modifications/changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

16.0 Force Majeure:

Neither party shall be held responsible for non fulfillment of their respective obligation under this MoU due to circumstances beyond their control but not limited to war, flood, cyclones, riots, strikes etc. If such condition continues beyond six months, the parties shall then mutually decide about the future course of action. Either party shall intimate each other of any such event.

17.0 Indemnity:

JKLU shall exercise reasonable skill, care and diligence in the performance of this MoU activity and indemnify and keep indemnified SAC in respect of any loss, damage or claim howsoever arising out of related to breach of MoU, statutory duty or negligence by JKLU or its employees, agents or subcontractors in relation to the performance or otherwise of the services to be provided under this MoU.

18.0 Termination of MoU:

18.1 During the validity of the MoU, if it is found that if the IRNSS system is not in use, misuse or due care is not taken, SAC has right to dismantle/uninstall the IRNSS Receiver established as per terms of this MoU with intimation to JKLU.

18.2 Similarly if JKLU considers it necessary to dismantle the IRNSS Receiver established as per terms of this MoU for unavoidable reason at a given site, JKLU will try to provide an alternate site for the IRNSS observations and facilitate SAC to relocate IRNSS Receiver. If however, JKLU fails in providing such alternate, SAC will be free to dismantle/uninstall and remove the IRNSS Receiver established as per terms of this MoU along with accessories.

19.0 Arbitration:

In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably jointly by Director, SAC and Director, Institute of Engineering and Technology, JKLU.

20.0 Jurisdiction: Ahmedabad shall be the jurisdiction.

In witness whereof, the parties hereto have signed this MOU on the

Tapan Misra

(Shri TAPAN MISRA)

Director,

Space Applications Centre (SAC), JK Lakshmipat University, Jaipur

Ahmedabad.

Anupam K Singh

(Prof. Dr.-Ing. Anupam K Singh)

Director-IET

तपन मिश्रा / TAPAN MISRA

निदेशक / Director

अंतरिक्ष उपयोग केन्द्र (ISRO)

Space Applications Centre (ISRO)

भारत सरकार / Government of India

अहमदाबाद / Ahmedabad-380 015.

witness: J.R. Patel

(J.R. PATEL)

Scanning - SF

SNTD/SNAA/SAC

15/9/16
G. J. Doshi
SAC

DIRECTOR

Institute of Engineering and Technology

JK Lakshmipat University

JAIPUR (Rajasthan)

Annexure-1

List of deliverables for (1 set of) IRNSS/GPS/SBAS Receiver

Sl. No.	Item Description	Qty
1.	IRNSS/GPS/SBAS Receiver	1
2.	AC-DC Adapter	1
3.	DC-DC Adapter	1
4.	Antenna	1
5.	Antenna base plate	1
6.	Antenna mounting rod	1
7.	Battery	1
8.	Charger for battery	1
9.	TNC (M) to TNC (M), 15 m low-loss RF cable	1
10.	TNC (M) to TNC (M), 2 m low-loss RF cable	1
11.	SMA (M) to SMA (M), 2 m RF cable	2
12.	Cat5E Ethernet cable	1
13.	RS232-USB converter cable	1
14.	DC-DC adapter input cable	1
15.	DC-DC adapter output cable	1
16.	Battery to receiver power cable	1
17.	Car Cigarette connector to receiver power cable	1
18.	3 Pin AC power cable for charger	1
19.	User Guide	1
20.	CD containing GUI & other drivers	1
21.	M4 Allen key	1
22.	Adjustable Spanner	1
23.	M4 Allen screws with nuts for receiver	4
24.	M4 Allen screws with nuts for DC-DC adapter	4
25.	M4 Allen screws with nuts for antenna	4
26.	Carry Case	1

Amendment and Renewal of MoU for IRNSS Receiver field trial and data collection

Recitals:

Whereas, Space Applications Centre and J K Lakshmipat University, Institute of Engineering Technology, Jaipur signed a MoU on 15/09/2016 for IRNSS Receiver field trial and data collection for a period of 2 years;

Whereas, the initial term of the MoU of 2 years has expired;

Whereas, both Space Applications Centre and J K Lakshmipat University, Institute of Engineering Technology, Jaipur have agreed to extend the MoU further for 3 years from date of expiry;

Hereinafter SAC and J K Lakshmipat University, Institute of Engineering Technology, Jaipur are referred to as party or collectively parties

Therefore, pursuant to clause no. 15 in the MoU, parties agree to amend clause no. 2, 12 and 13. Other clauses remain unchanged.

Clause 2.0 Effective date and duration of MoU:

This MoU is effective from data of signing and is valid for a duration of 5 years from the date of signing of this MoU. It may be extended further in writing based on mutual consent.

12.0 Confidentiality:

- (a) All information and documents to be exchanged pursuant to the Memorandum of understanding will be kept confidential by the parties and will be used subject to such terms as each party may specify. The parties will not use the information for purposes other than that specified without the prior written consent of the other party.
- (b) All confidential information shall remain the exclusive property of the disclosing party. The parties agree that this agreement and the disclosure of the confidential information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other party.
- (c) Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provisions of this MoU will not be transmitted to a third party, unless otherwise agreed by the parties.

13.0 Intellectual Property Rights, Publications And Ownership Of Physical Assets

General Clauses:

- a. Each party will ensure appropriate protection of intellectual Property rights generated from cooperation pursuant to MoU consistent with laws, rules and regulations of India.
- b. In case research is carried out solely and separately by the party or the research results are obtained through the sole and separate effort of the Party, the party



[Handwritten signature]

concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the concerned party.

- c. In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the parties jointly and once granted these rights will be jointly owned by the parties.
- d. The parties shall not assign any rights and obligations arising out of the IPR generated to inventions/activities carried out under the MoU to any third Party without prior written consent of the other party.
- e. Ownership of all the deliverables by SAC shall vest with SAC/ISRO.
- f. All the research results and foreground information as well as foreground Intellectual Property Rights, generated out of or involving the data, its derivative or information thereof, from IRNSS Receiver and sites established as per terms of this MoU whether or not legally protected, shall be owned by SAC. J K Lakshmipat University, Institute of Engineering Technology, Jaipur will be free to use such data for their internal R&D purposes with intimation to SAC.
- g. Notwithstanding any provisions mentioned above or any future licensing agreements, SAC shall be deemed to have all rights including non-exclusive, irrecoverable and royalty-free license for the unlimited development and use of any and all Foreground information and Foreground Intellectual Property Rights, generated out of or involving the data, its derivative or information thereof, from the IRNSS Receiver established (at given site) as per terms of this MoU, whether or not legally protected, for the purposes of its own applications.

Publication:

Any publication, document and/or paper arising out of joint work conducted by the participants pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the participants on any publication document and/or paper will require prior permission of both the participants. It may however be ensured that the official emblem and logo is not misused.

In witness whereof the parties hereto have signed the amendment.

For and behalf of Space Applications
Centre (ISRO), Ahmedabad

By:



Name:

Designation:

Date: 13 Aug 2020

डॉ. क. क. सूद / Dr. K. K. Sood

उप निदेशक / Deputy Director
संयुक्त एवं सटीक अनुसंधान क्षेत्र
SATCOM, & SATNAV Applications Area (SSAA)
अंतरिक्ष उपयोग केंद्र / Space Applications Centre
भारतीय अंतरिक्ष अनुसंधान संगठन (इसरो)
Indian Space Research Organization (ISRO)
भारत सरकार / Government of India
अहमदाबाद / Ahmedabad-380 015.

For and behalf of J K Lakshmipat University,
Institute of Engineering Technology, Jaipur



Name: Dr. Jyoti Prakash Naidu

Designation: Dean (R&D)

Date: July 4, 2020

Memorandum of Understanding

This memorandum of understanding is made and entered into on the **06 September, 2016** between Young Indians (hereinafter referred as Yi) and **JK Lakshmipat University, Jaipur** (hereinafter referred to as JKLU).

Whereas

JK Lakshmipat University, Jaipur is an educational institution founded by the **Lakshmipat Singhania Foundation for Higher Learning** focuses primarily on **Higher Education and Research** affiliated to JK Lakshmipat University.

And Whereas

Young Indians (Yi) is an integral part of the Confederation of Indian Industry (CII) formed with an objective of creating a platform for Young Indian's to realize the dream of a developed nation. It has over 2000 direct members in 37 city chapters, and indirect membership of 10500 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.

And Whereas

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.

It is hereby mutually agreed to by both parties as follows

In tune with the Yuva vision to influence inspire and motivate millions of students across the country, Yi will work with **JK Lakshmipat University, Jaipur** by forming a Yi Yuva.

Through the Yi Yuva, Yi intends to provide an opportunity to start thinking and work for India, Sowing the seeds of thinking about India and its growth at schools and colleges, an invaluable motivation for young minds to see how other young achievers are making a difference, bridging potential with achievement, a unique networking opportunity with peers across the country, developing leaders for tomorrow, an experience on leadership and team building and an opportunity to volunteer / participate in Yi events at the chapter and national level.

The role of the institution would be to enroll a minimum of 50 students at the beginning of the year and increase the same substantially to 100 through the years that follow; that their contact details will be given on the day of their sign-up; that it undertakes to follow the charter (attached), that it will depute a teacher coordinator for the Yi Yuva whose role has been defined in the charter, that the students will be given the motivation and opportunities to engage in activities and initiatives that they conceptualize, that these students are to make reports regularly on their activities to the Yi Executive Member regularly (also



Head Office: 249-F, Sector 18. Udyog Vihar, Phase IV, Gurgaon – 122015

Tel: +91 124 4014060 – 67 | Fax: +91 124 4014080 | Web: www.youngindians.net | E-mail: yinational@cii.in

Yi Jaipur Chapter Office : 3. Shivaji Nagar, Civil Lines, Jaipur – 302006

Tel: +91 141 2221441 – 43 | Fax: +91 141 2221411 | Web: www.youngindians.net | E-mail: yijaipur@cii.in

mentioned in the annexure) and that the students will be allowed to 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)

The role of Yi will be to nominate a member from within its membership (called as Yuva Mentor) who will be a mentor to the Yuva .

Termination:


Yi may terminate this MoU forthwith in the event of any breach of the terms mentioned in this MoU or in the attachments. This termination will be on mutual basis by either party giving the other a prior written notice of one month in writing.

Miscellaneous:

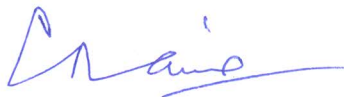
Both parties hereby agree that the terms and conditions for the above individual activities shall be mutually agreed and reviewed and updated from time to time.

This Agreement will be in force for an initial period of one year and may be extended for further periods before the expiry of this Agreement.

This agreement shall become effective from today, the 06 September, 2016 upon signing of this agreement.


Mr Shreyans Kasliwal
Yi Yuva Chair

Mr Prateek Agarwal
Yuva Mentor


Dr R L Raina
Vice Chancellor


Mr Sankalp Temani
Yi (Executive Member)

Encl: Invoice for Rs. 500 per student per year

Please Note: As per our charter every college student has to deposit Rs 500/- annual fees and school student has to deposit Rs 250/- annual fees per student and against this they will be getting the Yi merchandise of equal amount.

MEMORANDUM OF UNDERSTANDING BETWEEN CONFEDERATION OF INDIAN INDUSTRY AND JK Lakshmipat University

Agreed and executed on this day of 08-12-2020

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 Agarwal, Yuva Chair, Yi Jaipur Chapter, which expression shall unless repugnant to the context and meaning thereof include its successors, administrators and permitted assignees).

And

JK Lakshmipat University having its Head Office at Near Mahindra SEZ, Mahapura, Ajmer Road, Jaipur-302026 (**hereinafter referred to as JK Lakshmipat University**) represented by its authorised signatory **Mr./Ms CA. KK Maheshwari,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 **JK Lakshmipat 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:

Established under section 2(f) of the UGC Act, 1956 and notified by the State Legislature, in 2011, JK Lakshmipat University (JKLU) is located in the historic city of Jaipur, Rajasthan. Supported by the JK Organization- 125 years old legacy of contributions to nation- building, the JKLU is passionate about building the country's most innovative higher education institution. The 30-acre campus is a modern, environmentally conscious and inviting space designed to help students live, work and play in a setting that is safe, productive and student-centric.



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.



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.



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.

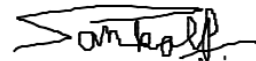
IN WITNESS WHEREOF the parties hereto have executed this MOU, in duplicate, by their duly authorized representatives on the date, month and year first written above.



Yi Yuva Chair



(Institute)



Yi (Executive Member)



भारतीय शिल्प संस्थान
INDIAN INSTITUTE OF CRAFTS & DESIGN, JAIPUR



MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT made as of 22nd July 2019

BETWEEN:

INDIAN INSTITUTE OF CRAFTS AND DESIGN

JAIPUR, INDIA

AND:

J K LAKSHMIPAT UNIVERSITY

JAIPUR, INDIA

WHEREAS:

- A. The parties hereto share a common interest in many academic and educational fields; and
- B. In order to promote future institutional cooperation, the parties hereto wish to enter into this Memorandum of Understanding ("MOU").

NOW THEREFORE, the parties hereto agree as follows:

1. **Objective.** The objective of this MOU is to outline the possible ways in which INDIAN INSTITUTE OF CRAFTS AND DESIGN and JK LAKSHMIPAT UNIVERSITY **could** develop and carry out collaborative activities.
2. **Scope of Activities.** The scope of collaboration on academic and research activities under this MOU may include, but is not limited to the following:
 - a) exchange of scholarly publications and information;
 - b) collaborative workshops and sessions for students
 - c) development of collaborative research programs or projects of mutual interest;
 - d) discussion of academic and administrative developments, including co-sponsorship of symposia, seminars and conferences; and
 - e) cooperation in the development of education generally, including the potential for offering joint programs;

3. **Not Legally Binding.** This MOU is not intended to be and is not to be construed as a legally binding agreement. Signing of this MOU does not result in any material, financial or other obligation for either of the parties hereto. By signing this MOU, the parties are signifying their desire for future collaboration. Specific initiatives may be considered and agreed upon, on a case by case basis, including the contributions and obligations of each institution. Subsidiary agreements may be signed as required.

4. **Term.** This MOU is effective for a period of 3 (three) years from the date first above written. It may be extended or amended with the written agreement of both parties and may be terminated by either party with 6 (six) months' written notice to the other party. Any notice of termination should be addressed as follows:

if to INDIAN INSTITUTE OF CRAFTS AND DESIGN,

Attention: Binil Mohan – Linkages Incharge
Email: binil@iicd.ac.in

Indian Institute of Crafts and Design
J-8 Jhalana Institutional Area
Jaipur – 302004
Rajasthan
India

if to JK LAKSHMIPAT UNIVERSITY

Attention: CA K K Maheshwari – SGM (F&A)
Email: sgmf@jklu.edu.in

JK Lakshmipat University
Mahapura,
Jaipur
Rajasthan
India

Registrar

JK Lakshmipat University
JAIPUR

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

Indian Institute of Crafts and Design

JK Lakshmipat University


Name: Dr. Topika Gupta
Title: Director

Date: 23.07.2019


Name: Dr Roshan Lal Raina
Title: Vice Chancellor

Date: 23.07.2019



Memorandum of Understanding

This Memorandum of Understanding (MoU) is entered on the 29th day of May, 2020.

By and between:

TalentSprint Private Limited, a company incorporated under Companies Act 1956 having its registered office at PSR Prime Towers, 1st Floor, Beside DLF Cyber City gate 1, Gachibowli, Hyderabad – 500 032, Telangana (hereinafter referred to as "TalentSprint", which expression shall include its legally constituted signatories, assigns, successors and officers duly authorized to execute such MoU) OF THE FIRST PART

AND

JK Lakshmipat University, Jaipur, a Private University established through "The JK Lakshmipat University, Jaipur Act, 2011 (Act No. 19 of 2011)" by the State Legislature of Rajasthan and notified vide Rajasthan Gazette Notification No. F 2(23) Vidhi/2/2011 dated 15.09.2011, having its registered office at, Near Mahindra SEZ, Mahapura, Ajmer Road, Jaipur-302 026, Rajasthan (hereinafter referred to as "Institution", which expression shall expressly include its legally constituted signatories, assigns, successors and officers duly authorized to execute such MoU) OF THE SECOND PART

Institution and TalentSprint are hereinafter collectively referred to as "Parties" and individually referred to as "Party"

WHEREAS,

1. TalentSprint brings transformational high-end and deep-tech learning programs to young and experienced professionals. The Company's digital platform offers a hybrid onsite/online experience to seekers of deep technology expertise. The Company partners with top academic institutions and global corporations to create and deliver world class programs, certifications, and outcomes. The Company is an Innovation Partner for the National Skill Development Corporation (an arm of the Ministry of Skill Development and Entrepreneurship, Government of India).
2. The JK Lakshmipat University is covered u/s 2(f) of the UGC Act, 1956 and empowered to award degrees as specified by the UGC under section 22 of the UGC Act, 1956 through its main campus in regular mode. The University is carrying out various under-graduates, post-graduates and Ph.D. programmes in the streams of Engineering, Design, Sciences and Management, details of which are available at www.jklu.edu.in. The University is approved u/s 10(23C) (vi) and 80G (5) of the Income Tax Act, 1961. Further, the University is recognized as Scientific and Industrial Research Organisation (SIRO) by the Department of Scientific and Industrial Research, Ministry of Science and Technology, Government of India, New Delhi.
3. TalentSprint has launched TalentSprint Centre of Excellence (TSCOE), an initiative which aims to provide exposure to college students on the emerging industry needs.
4. The Institution has expressed its desire to launch TSCOE in their Institution.



1

Now therefore, In consideration of the understanding hereinabove, both parties enter into this Memorandum of Understanding with relationship terms and conditions brought forth herein.

1. Term:

This MoU shall be effective from execution of this MoU and continue for a period of Three (03) Years from the date of its execution. The MoU may be extended by both parties in writing. Any written MoUs altering the term and/or conditions of this MoU must be reviewed and approved in advance by both parties.

2. TalentSprint Deliverables to Institution:

The Institution which becomes a TSCOE member will enjoy various complementary and premium programs offered by TalentSprint either on its own or in association with corporations or institutions from time to time. Programs are brought out in Annexure 1 which is effective June 1, 2020 and may be amended from time to time.

3. Institution Deliverables to TalentSprint:


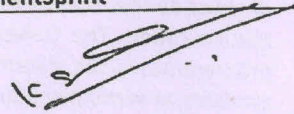
Institution will, as part of setting up the TSCOE, offer the following:

- Register their students on the TalentSprint COE platform to enable them access content of the complementary programs
- Position TSCOE and its brand in their campus and in their digital presence as mutually agreed upon
- Showcase various opportunities available to the students from time to time as mutually agreed upon
- Participate in launching Premium programs from time to time as mutually agreed upon

4. Commercial

There are no commercials to be a TSCOE member. However each of the Programs and Services may have its commercials.

IN WITNESS WHEREOF, this MoU is duly executed on the day, month and year first herein above written in the presence of:

	For JK Lakshmipat University	For TalentSprint
Signature		
Name	CA. KK Maheshwari	K Sridhar
Title	Officiating Registrar	Chief Business Officer
Date	29/05/2020	29/05/2020



PROGRAMS AS ON MAY 29, 2020

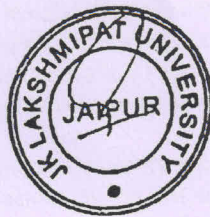
I. Complementary Programs

- A. **Digi Placement Readiness program:** This Program is open to ALL STUDENTS of the Institution. This Program will enable students to build problem solving and communication skills.
- B. **Programming Foundations:** Prepares Your Students for Technical Interview Round with programming foundations which covers C, Java, SQL
- C. **Blue Prism Foundation Certification Program:** Self-paced learning program coupled with online live interactive doubt clearing classes with faculty. Certification costs, if any, may apply.
- D. **Python for AI/ML:**
Best suited for capable select students (maximum 100 in a year), this program provides the right foundation in Python, its libraries and other relevant tools for AI/ML.

II. Premium Programs

These Programs will be offered on a select basis to Institution, based on industry demand and acceptance by program partners. These Programs are generally designed as a Student-Pay program and Fee will be charged as applicable.

- 1. Pega University Academic Program
- 2. Automation Anywhere Master Certification Program
- 3. Blue Prism Developer Certification Program
- 4. Certified Data Science Engineer
- 5. Full Stack Developer



GeeksforGeeks

A computer science portal for geeks

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on 6th August 2019 by and between:

GeeksforGeeks(A unit of sanchhaya education Pvt Ltd) and JK Lakshmipat University (JKLU),Jaipur having its campus situated at Ajmer Road Jaipur.

GeeksforGeeks and JKLU are referred to individually as "Party" and collectively as "Parties".

As part of the agreement, GeeksforGeeks will abide to the following:

- Free course on programming language(C programming, C++, Java & Python) for all the students on your campus.
- A Campus Leaderboard where all the students can track their campus ranking.
- Free access to our paid DSA course for the 3 faculties.
- Job Referrals/Placement assistance.

As part of the agreement JK Lakshmipat University will oblige to the following:

- Our free course to be made available for 1st/2nd Year students
- Classroom to be made available for the mentor session(If scheduled).



1. MISCELLANEOUS:

1. 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.
2. Parties may by mutual consent, add modify, amend, delete, review or revise any term(s) and condition(s) of this MOU.
3. The parties to this MOU undertake to treat as confidential and privileged information of the other institution, which is so classified in advance.

IN WITNESS WHEREOF, GEEKSFORGEEKS AND (JKLU) HAVE CAUSED THIS MOU TO BE EXECUTED BY THEIR DULY AUTHORISED REPRESENTATIVES IDENTIFIED BELOW ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN:

Dated – 6th August, 2019.

For GeeksforGeeks	For (JKLU)
Signature : 	Signature: (Authorised Person)  
Name: Mr Sandeep Jain Title: Founder & CEO GeeksforGeeks	Name: CA KK Maheshwari Title: Officiating Registrar, JKLU

Memorandum of Understanding

This Memorandum of Understanding (MoU) is entered on the 10th day of October, 2019.

By and between:

MTree Software Private Limited, a company incorporated under Companies Act 1956 having its registered office at : A-24, Bathala Apartments, I.P. Extn. Patparganj, Delhi (hereinafter referred to as "MTree", which expression shall include its legally constituted signatories, assigns, successors and officers duly authorized to execute such MoU) OF THE FIRST PART

AND

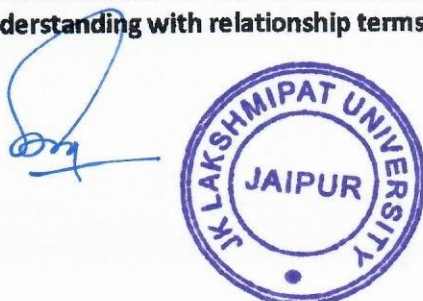
JK Lakshmipat University, Jaipur, a Private University established through "The JK Lakshmipat University, Jaipur Act, 2011 (Act No. 19 of 2011)" by the State Legislature of Rajasthan and notified vide Rajasthan Gazette Notification No. F 2(23) Vidhi/2/2011 dated 15.09.2011, having its registered office at, Near Mahindra SEZ, Mahapura, Ajmer Road, Jaipur-302 026, Rajasthan (hereinafter referred to as "Institution", which expression shall expressly include its legally constituted signatories, assigns, successors and officers duly authorized to execute such MoU) OF THE SECOND PART

Institution and MTree are hereinafter collectively referred to as "Parties" and individually referred to as "Party"

WHEREAS,

1. MTree Software is focused on engineering of software products based on cutting edge technologies. It is engaged in building software products for customers in the areas of network simulation, cyber threat simulation, IOT for retail, cloud based SAAS solutions, and AI/ML software for computer vision and NLP applications.
2. The JK Lakshmipat University is covered u/s 2(f) of the UGC Act, 1956 and empowered to award degrees as specified by the UGC under section 22 of the UGC Act, 1956 through its main campus in regular mode. The University is carrying out various under-graduates, post-graduates and Ph.D. programmes in the streams of Engineering, Design, Sciences and Management, details of which are available at www.jklu.edu.in. The University is approved u/s 10(23C) (vi) and 80G (5) of the Income Tax Act, 1961. Further, the University is recognized as Scientific and Industrial Research Organisation (SIRO) by the Department of Scientific and Industrial Research, Ministry of Science and Technology, Government of India, New Delhi.
3. JKLU and MTree desire to establish collaboration for the benefit of students and faculty of JKLU and employees of MTree.

Now therefore, in consideration of the understanding hereinabove, both parties enter into this Memorandum of Understanding with relationship terms and conditions brought forth herein.



1. Term:

This MoU shall be effective from execution of this MoU and continue for a period of **three (03) Years** from the date of its execution. The MoU may be extended by both parties in writing. Any written MoUs altering the term and/or conditions of this MoU must be reviewed and approved in advance by both parties. In contemplation of establishment of the collaboration, the Parties agree as follows:


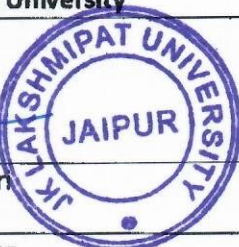

Objectives:

- a) To contribute further the stated goals and objectives of both parties through mutual cooperation programs.
- b) To strengthen collaboration between both parties by exploring opportunities in the following broad areas:
 - i. Set the ground for long-term academia-industry partnership by joint activities.
 - ii. Internship and placement opportunities for selected JKLU students
 - iii. Mutual Visits
 - iv. Collaborative research
 - v. Sharing of selected resources
 - vi. Exchange of academic materials and other information
 - vii. Collaboration in Training and competency building programs
 - viii. Sharing of best-practices

Commercials:

There are **no commercials**.

IN WITNESS WHEREOF, this MoU is duly executed on the day, month and year first herein above written in the presence of:

	For JK Lakshmipat University	For MTree
Signature	 	
Name	CA. KK Maheshwar	Madhavi Karmalkar Jain
Title	Officiating Registrar	Director
Date	10/10/2019	10/10/2019

AIMA BIZLAB ACCREDITED INSTITUTE PARTNER
(Agreement)

THIS AGREEMENT is entered into as of 16th July 2020 ("Effective Date") by and between **All India Management Association (AIMA)**, with offices at Management House, 14, Lodhi Institutional Area, Delhi – 110003, India and **JK Lakshmipat University**, Near Mahindra SEZ, P.O. 302 026, Ajmer Road, Mahapura, Rajasthan - 302026, India ("AIMA BIZLAB ACCREDITED INSTITUTE"). Whereas, AIMA BIZLAB ACCREDITED INSTITUTE wishes to license AIMA BizLAB software and AIMA desires to license this software to AIMA BIZLAB ACCREDITED INSTITUTE. NOW THEREFORE, the parties hereto agree as follows:

1. GRANT OF LICENSE

Subject to the terms and conditions of the Agreement, AIMA grants to AIMA BIZLAB ACCREDITED INSTITUTE a non-exclusive, non-transferable license to use AIMA BizLAB for the purpose of academic usage. AIMA BIZLAB ACCREDITED INSTITUTE may use the AIMA BizLAB software for its own use only, and may not translate or modify the software. AIMA BIZLAB ACCREDITED INSTITUTE may not transfer or sublicense the AIMA BizLAB software to any third party, in whole or in part, in any form, whether modified or unmodified.

2. CONSIDERATION TO AIMA

- A. AIMA BIZLAB ACCREDITED INSTITUTE shall pay the license fees of INR 1.20 Lacs + GST upon signing the agreement thereafter AIMA shall delivery AIMA BizLAB software license to AIMA BIZLAB ACCREDITED INSTITUTE.
- B. License fees do not include any shipping, duties, bank fees, sales, use, excise or similar taxes due. If AIMA is required to pay any such amounts, AIMA BIZLAB ACCREDITED INSTITUTE shall reimburse AIMA in full.
- A. The geography exclusivity for AIMA BIZLAB ACCREDITED INSTITUTE is for 10 KM with in the radius of **JK Lakshmipat University**, Near Mahindra SEZ, P.O. 302 026, Ajmer Road, Mahapura, Rajasthan - 302026, India. Thus, AIMA shall not provide the services of AIMA BizLab to any other institute in said region.



3. LICENSES

AIMA BIZLAB ACCREDITED INSTITUTE is hereby granted 30 (Thirty) licenses of AIMA BizLAB software. The said licenses can be used only by faculty and students of AIMA BIZLAB ACCREDITED INSTITUTE. Any further increase in the number of licenses in future will be on 30 licenses for INR 1.30 Lacs + GST. The licences for the students will be applicable for one year from the date of allocated to them.

4. PROPRIETARY RIGHTS

- A. AIMA BIZLAB ACCREDITED INSTITUTE recognizes that AIMA regards the AIMA BizLAB software as its proprietary information and as confidential trade secrets of great value.
- B. AIMA BIZLAB ACCREDITED INSTITUTE agrees not to provide or to otherwise make available in any form the AIMA BizLAB software, or any portion thereof, to any person other than employees and students of AIMA BIZLAB ACCREDITED INSTITUTE without the prior written consent of AIMA.
- C. AIMA BIZLAB ACCREDITED INSTITUTE further agrees to treat the AIMA BizLAB software with at least the same degree of care with which AIMA BIZLAB ACCREDITED INSTITUTE treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the AIMA BizLAB software.

5. TERM

The agreement shall continue till August 31st, 2021 from the date of signing of this agreement subject to AIMA BIZLAB ACCREDITED INSTITUTE's proper performance of its obligations hereunder.

6. TERMINATION

AIMA may terminate this Agreement if AIMA BIZLAB ACCREDITED INSTITUTE is in default of any of the terms and conditions of this Agreement and fails to correct such default within ten (10) days after written notice thereof from AIMA.



7. MAINTENANCE SUPPORT

AIMA shall provide to AIMA BIZLAB ACCREDITED INSTITUTE the following support with respect to the Software:

- I. If AIMA BIZLAB ACCREDITED INSTITUTE notifies AIMA of a substantial program error respecting the Software, or AIMA has reason to believe that error exists in the Software and so notifies AIMA BIZLAB ACCREDITED INSTITUTE, AIMA shall at its expense verify and attempt to correct such error.
- II. In the case that AIMA BIZLAB ACCREDITED INSTITUTE has technical questions in the use of the Software AIMA BIZLAB ACCREDITED INSTITUTE may submit those questions to AIMA. AIMA shall provide consulting to answer such questions without charge to AIMA BIZLAB ACCREDITED INSTITUTE.

8. DELIVERY OF AIMA BIZLAB SOFTWARE

AIMA shall use its best efforts to guide the team of AIMA BIZLAB ACCREDITED INSTITUTE in accessing the AIMA BizLAB software promptly after receipt of the payment. AIMA shall train nominated faculty from VDT on AIMA BIZLAB ACCREDITED INSTITUTE to enable them to operate and guide the students effectively in usage of AIMA BizLAB software.

9. WARRANTY DISCLAIMER

AIMA licenses, and AIMA BIZLAB ACCREDITED INSTITUTE accepts, the AIMA bizlab software "AS IS." AIMA SHALL WARRANT THAT THE FUNCTIONS CONTAINED IN THE AIMA BIZLAB PORTAL ERROR FREE. IN THE EVENT OF NOT RECTIFYING THE ERROR IMMEDIATELY, THE WARRANTY DURATION NEEDS TO BE ADDED OVER AND ABOVE THE TWELVE MONTHS' AGREEMENT PERIOD.

10. PATENT AND COPYRIGHT INDEMNITY

AIMA will defend at its own expense any action brought against AIMA BIZLAB ACCREDITED INSTITUTE to the extent it is based on a claim that the AIMA BizLAB software used within the scope of the license granted hereunder infringe a patent, copyright or other proprietary right of a third party. AIMA will pay any costs, damages or attorney fees finally awarded against AIMA BIZLAB ACCREDITED INSTITUTE in such action which are attributable to such claim, provided AIMA is promptly notified in writing of such claim, may control the defence and/or settlement of such claim, and is provided with all requested assistance, information and authority. AIMA shall have no liability for any claim of patent, copyright or trade secret infringement based on the use of AIMA BizLAB



software in any form other than the original, unmodified form provided to AIMA BIZLAB ACCREDITED INSTITUTE or the use of a combination of the AIMA BizLAB software with hardware, software or data not supplied by AIMA where the used AIMA BizLAB software alone in their original, unmodified form would not constitute an infringement. The foregoing states AIMA BIZLAB ACCREDITED INSTITUTE's entire liability for infringement or claims of infringement of patents, copyrights or other intellectual property right.

11. LIMITATION OF LIABILITY

AIMA'S LIABILITY TO AIMA BIZLAB ACCREDITED INSTITUTE UNDER ANY PROVISIONS OF THIS AGREEMENT FOR DAMAGES FINALLY AWARDED SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID HEREUNDER BY AIMA BIZLAB ACCREDITED INSTITUTE TO AIMA. IN NO EVENT SHALL AIMA BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY.

12. NOTICES

All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first class mail or personally delivered at the address set forth on the front page. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail five days after proper deposit in a mail box.

13. SUCCESSORS

This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.

14. SEVERABILITY

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.



15. GOVERNING LAW/FORUM

This Agreement shall be governed as per the Laws of India. Any unresolved disputes under this Agreement shall be subject to the exclusive jurisdiction of Courts at New Delhi.

16. NON-ASSIGNMENT

This Agreement and the licenses granted by it may not be assigned, sublicensed, or otherwise transferred by AIMA BIZLAB ACCREDITED INSTITUTE without the prior written consent of AIMA.

17. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which may be contained in AIMA BIZLAB ACCREDITED INSTITUTE's purchase order or AIMA's order acknowledgment forms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.



For All India Management Association

Signature :  
By (Name) : Mr. Pankaj Rajvanshi
Designation : CFO, Centre for Management Development, AIMA
Date : 16th July 2020

For JK Lakshmi Pat University (AIMA BIZLAB ACCREDITED INSTITUTE)

Signature : _____
By (Name) : _____
Designation : _____
Date : 16th July 2020

Annex. 1

1. Single Player Mode - One student can play individual simulation against AI 3 times a year.
2. Workshop Model – Certified faculty can run the simulation program along with curriculum 2 times a year
3. Assessment Mode - Certified faculty can run the simulation program as assessment or exam 2 times a year
4. Your certified faculty can use Simulation (On Licensed Basis) in MDPs conducted by Institute
5. AIMA may use (on consulting basis) your certified faculties for our simulation activities in India region (if and whenever required)
6. Institute get opportunities to host AIMA's program in future on mutual consent
7. Institute can use AIMA BizLab logo in their marketing collaterals as AIMA BizLab Accredited Institute
8. Institute logo and profile will be listed on AIMA BizLab portal.
9. Profile of Certified Faculties would be placed on AIMA BizLab Portal if Institute permits.



Memorandum of Understanding

This Memorandum of Understanding (MoU) is entered on the 15 Jan, 2020.

By and between:

Blend Learning and Development PVT LTD, a company incorporated under Companies Act 2013 having its registered office at H.No. 1-10-29/254/2/62, Subashnagar, Kushaiguda, Hyderabad 500062 (hereinafter referred to as "**CDC - Capability Development Company**"), which expression shall include its legally constituted signatories, assigns, successors and officers duly authorized to execute such MoU) OF THE FIRST PART

AND

JK Lakshmipat University, Jaipur, a Private University established through "The JK Lakshmipat University, Jaipur Act, 2011 (Act No. 19 of 2011)" by the State Legislature of Rajasthan and notified vide Rajasthan Gazette Notification No. F 2(23) Vidhi/2/2011 dated 15.09.2011, having its registered office at, Near Mahindra SEZ, Mahapura, Ajmer Road, Jaipur-302 026, Rajasthan (hereinafter referred to as "**Institution**"), which expression shall expressly include its legally constituted signatories, assigns, successors and officers duly authorized to execute such MoU) OF THE SECOND PART

Institution and CDC are hereinafter collectively referred to as "**Parties**" and individually referred to as "**Party**"

WHEREAS,

1. Blend Learning and Development Pvt Ltd registered under companies act 1956 is into Training and Capability Development
2. The JK Lakshmipat University is covered u/s 2(f) of the UGC Act, 1956 and empowered to award degrees as specified by the UGC under section 22 of the UGC Act, 1956 through its main campus in regular mode. The University is carrying out various under-graduates, post-graduates and Ph.D. programmes in the streams of Engineering, Design, Sciences and Management, details of which are available at www.jklu.edu.in. The University is approved u/s 10(23C) (vi) and 80G (5) of the Income Tax Act, 1961. Further, the University is recognized as Scientific and Industrial Research Organisation (SIRO) by the Department of Scientific and Industrial Research, Ministry of Science and Technology, Government of India, New Delhi.
3. JKLU and CDC desire to establish collaboration for the benefit of students and faculty of JKLU and employees of CDC.

Now therefore, in consideration of the understanding hereinabove, both parties enter into this Memorandum of Understanding with relationship terms and conditions brought forth herein.



1. Term:

This MoU shall be effective from execution of this MoU and continue for a period of **Five (05) Years** from the date of its execution. The MoU may be extended by both parties in writing. Any written MoUs altering the term and/or conditions of this MoU must be reviewed and approved in advance by both parties. In contemplation of establishment of the collaboration, the Parties agree as follows:



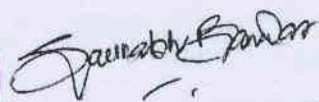

Objectives:

- a) To contribute further the stated goals and objectives of both parties through mutual cooperation programs.
- b) To strengthen collaboration between both parties by exploring opportunities in the following broad areas:
 - i. Set the ground for long-term academia-industry partnership by joint activities.
 - ii. Internship and placement opportunities for selected JKL University students
 - iii. Mutual Visits
 - iv. Collaborative research
 - v. Sharing of selected resources
 - vi. Exchange of academic materials and other information
 - vii. Collaboration in Training and competency building programs
 - viii. Sharing of best-practices

Commercials:

There are **no commercials**.

IN WITNESS WHEREOF, this MoU is duly executed on the day, month and year first herein above written in the presence of:

	For JK Lakshmipat University	For Blend Learning and Development Pvt Ltd
Signature	 	
Name	CA. KK Maheshwari	Mr. Saurabh Banwar
Title	Officiating Registrar	Chief Executive Officer
Date	15/01/2020	

UiPath Academic Alliance Program Agreement

This Agreement is entered by and between the following parties for the purpose of entering into the UiPath Academic Alliance Program.

- (A) **UiPath SRL**, a company registered under the laws of Romania and having its registered office at 4 Vasile Alecsandri Str. and 11 Daniel Constantin Str., Building A, floors 5 and 6, District 1, Bucharest 010639, Romania (hereinafter referred to as “**UiPath**”) which term unless it be repugnant to the context or meaning thereof means and include its successors, affiliates, successor in interest, authorized representatives and assigns); and
- (B) **JK LakshmiPat University**], a university registered under Indian law and having its registered address at Near Mahindra SEZ, Mahapura, Ajmer Road, Jaipur, Jaipur, Rajasthan, 302026, India (hereinafter referred to as the “**Partner**”) which term unless it be repugnant to the context or meaning thereof means and include its successors, affiliates, successor in interest, authorized representatives and assigns)

Both **UiPath** and the **Partner** shall individually be referred to as “**Party**” and jointly as “**Parties**”.

1. DEFINITIONS

- 1.1. “**Academic Alliance Program**” means the program developed by UiPath whereby UiPath enters into partnerships with universities, educational institutes, high schools or governmental educational authorities for the purpose of raising awareness, promoting and providing resources for enabling robotic process automation software courses, trainings and any other educational programs.
- 1.2. “**Courses**” means the courses made available by the Partner, which may include access to the UiPath Academy website and related Teaching Resources;
- 1.3. “**UiPath Community Edition Platform**” means the free version of the UiPath RPA Platform, that may be used by the Partner for the purpose of delivering the Courses, subject to the terms set out herein;
- 1.4. “**Qualified Educators**” means an individual employed by, or collaborator of, the Partner who has successfully completed the qualification requirements stated in this Agreement;
- 1.5. “**Student**” means any individual enrolled in a Course, including full time or part time students and continuing education students of the Partner;
- 1.6. “**Logo**” means the UiPath Academic Alliance Program logo and/or trademark;
- 1.7. “**Teaching Resources**” means the teaching, training, evaluation and other materials that UiPath makes available to the Partner in electronic or hard copy formats to be used by the Partner in providing the Courses;
- 1.8. “**Term**” has the meaning specified in Section 7 of this Agreement.
- 1.9. “**UiPath Academy**” means the platform available at the following web address <https://www.uipath.com/rpa/academy> and subject to the terms set out therein;
- 1.10. “**UiPath RPA Platform**” means the suite of software components (UiPath Studio, UiPath Orchestrator, UiPath Robot) and UiPath Activities (meaning any software templates for automation projects) and other software, made available or published by UiPath and licensed to the Partner under this Agreement, including Manuals, together with all Improvements.

All capitalized terms not otherwise defined here will have the meaning specified in the UiPath Community Terms.

2. LICENSE GRANTS

- 2.1. The UiPath Community Edition Platform may be used subject to the terms located at the following web address: <https://www.uipath.com/developers/community-edition/license-agreement> (or successor

website) (the "UiPath Community Terms"). The UiPath Community Terms are incorporated herein by reference, provided that if there is any inconsistency between such terms and any terms of this Agreement, this Agreement shall prevail.

- 2.2. Subject to the terms of this Agreement, UiPath hereby grants to Partner a limited, non-exclusive, non-transferable, and non-sublicensable license during the Term to: (i) deliver the Courses to Students; (ii) reproduce a reasonable number of copies of the Teaching Resources for use in providing Services subject to any restrictions in the UiPath Community Edition Terms; and (iii) display and internally distribute the UiPath Teaching Resources to Students taking the Courses, provided that such resources retain all proprietary markings of UiPath. Subject to this license, the Partner may create any outputs, including but not limited to any software programs, artifacts, charts or workflow diagrams (collectively "Development Outputs"), test and execute them in non-production environments. The Partner retains all rights, including all Intellectual Property Rights, in the Development Outputs resulting from the Partner's use of the UiPath Community Edition Platform, in accordance with this Agreement.
- 2.3. UiPath acknowledges that each Student may individually download the UiPath Community Edition Platform subject to the UiPath Community Terms.

3. **FEES AND TAXES.** UiPath does not charge any license fees in connection to the Academic Alliance program under this Agreement

4. PUBLICITY.

- 4.1. The Partner authorizes UiPath to publicly identify the Partner as a partner in the Academic Alliances Program and include the Partner's name and logo on the UiPath's website and other promotional and marketing materials. The Partner is authorized to use UiPath's trademarks and logos as provided in the Teaching Materials for the delivery of the Courses and to identify UiPath as a partner within the Academic Alliance Program.
- 4.2. UiPath authorizes the Partner to use the Logo subject to the guidelines attached hereto in Exhibit A.

5. **QUALIFIED EDUCATORS.** The Partner shall ensure that the Qualified Educators meet the following qualification criteria:

- a) participate in and complete readiness curriculum provided by UiPath with exercises and projects to prepare for initial class delivery. The curriculum may include self-learning courses, study material, page-turn sessions, in-person or live workshops. The goal is for the Qualified Educators to be very familiar and confident to deliver the classes to the students.
- b) keep up-to-date with different courses or documents provided as a part of the Academic Alliance Program or Qualified Educator community from time to time, especially after UiPath releases a new update or version of the UiPath RPA Platform.

6. **COVENANTS.** The Partner agrees that:

- a) it shall assign and identify at least one, but preferably two Qualified Educators on staff who will learn, develop expertise and deliver the Courses to the Students. UiPath is not, in any event, responsible for providing personnel to the Partner in connection with the Courses;
- b) it shall run at least one full Course in a calendar year for regular, enrolled Students; and
- c) it shall be solely responsible for fulfilling the terms of any agreement between the Partner and its Qualified Educators, and UiPath shall not be obligated to perform, or be deemed liable for the Partner's nonperformance of, any of the Partner's obligations thereunder.

7. COURSES.

- 7.1. UiPath will make available courses and related material to the Partner relevant for technical, non-technical and business students.

- 7.2. The Partner shall be responsible for the following with respect to the Courses:
- The Partner shall deliver the Courses to the quality standards and in accordance with all other requirements stated in this Agreement;
 - The Partner agrees to provide UiPath with periodic reports concerning the Partner's compliance with the terms and conditions specified in this Agreement. Such reports may include, but are not limited to, providing UiPath the name of the Partner's class(es) and the number of students enrolled in each class;
 - The Partner agrees to actively promote the Courses. Such promotion may include course catalogues, school web site and the like or more active promotion such email notifications to students.
 - The Partner shall have an internet connection required for downloading and maintaining the software and licenses.
8. **TERM & TERMINATION.** This Agreement is effective on the date the last Party signs ("Effective Date") and shall be effective for two (2) years from the Effective Date, subject to one (1) year automatic renewals and unless earlier terminated by either Party with a 60 (sixty) days prior written notice. UiPath can terminate the UiPath Community Edition Platform access, website or any service immediately as part of a general shut down of UiPath service. All rights granted under this Agreement shall terminate immediately on the effective date of termination of this Agreement.
9. **EXPORT.** Notwithstanding anything from the above, each Party acknowledges that the UiPath Enterprise RPA Platform may be subject to export control regulations as set forth by (i) the U.S. Department of Commerce Export Administration Regulations (EAR), U.S. Department of State International Traffic in Arms Regulations (ITAR) or other requirements of the U.S. Government; (ii) European Commission regulations; (iii) United Nations Security Council resolutions (the "Export Control Regulations") regulating the export and reexport of the UiPath Enterprise RPA Platform. Each Party represents that it is not named on any Export Control Regulations list of restricted parties. Each Party hereby agrees and undertakes that it shall not knowingly export or reexport the UiPath Enterprise RPA Platform (or any product, process or service resulting directly therefrom), directly or indirectly, to any country or a foreign national of a country in violation of any such Export Control Regulations.
10. **CONSENTS.** The Partner undertakes to obtain all relevant consents required under the applicable laws in order for the Partner and UiPath to be able to monitor the progress of the Students using the UiPath Community Edition Platform and for the Students to register on the UiPath website. For the avoidance of any doubt, the Partner will obtain the parental consent for the Students for which such consent is necessary in accordance with the local applicable laws.

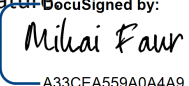
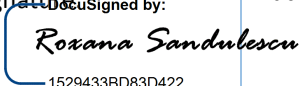
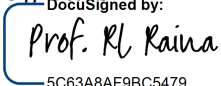
Signatures		
UiPath Inc.	UiPath SRL	JK Lakshmipat University
Address: 90 Park Ave, 20th Fl, New York, NY 10016	Address: 4 Vasile Alecsandri Str. and 11 Daniel Constantin Str, Bucharest, 010613	Address: Near Mahindra SEZ, Mahapura, Ajmer Road, Jaipur, Jaipur, Rajasthan, 302026, India
By: Mihai Faur	By: Roxana Sandulescu	By: Prof. RL Raina
Title: Chief Accounting Officer	Title: Global Contracting VP	Title: Vice Chancellor
Authorized Signature: DocuSigned by:  A33CEA559A0A4A9...	Authorized Signature: DocuSigned by:  1529433BD83D422...	Authorized Signature: DocuSigned by:  5C63A8AF9BC5479...
Date: 2/21/2019	Date: 2/20/2019	Date: 2/26/2019

EXHIBIT A



Logo Usage Guideline

UiPath authorizes the Partner to use the UiPath Academic Alliance Logo subject to the following conditions:

- not use the Logo with objectionable material (for example, material that is defamatory, scandalous, pornographic or illegal) or create derivative works based on the Logo.
- use the Logo only in the manner, for the purpose, and in the media stated in contractual agreement.
- the Logo should never be locked up with any other logo of either universities or other partner's logo.
- include the legend, "®" or "™", as appropriate next to the Logo.
- not change or alter the Logo in any way, combine it with any other trademark, or use it with any other word, design, logo or other element, unless permitted in writing by UiPath.
- not use the UiPath corporate logo with the "Academic Alliance" description unless formally approved for specific activity.
- not use the Logo in a manner that suggests your product or service is provided under the Logo of, or by, UiPath.

UiPath may revoke the rights in this section at any time either without cause in its sole discretion.





COOPERATIVE AGREEMENT

By and Between the
JK LAKSHMIPAT UNIVERSITY
And the
UNIVERSITY OF FLORIDA

This Cooperative Agreement (the "Agreement") dated as of April 1, 2019 (the "Effective Date") made by and between The University of Florida Board of Trustees, a public body corporate of the State of Florida, located in Gainesville, Florida, United States of America for the benefit of the College of Engineering, Department of Computer and Information Science & Engineering, hereinafter referred to as "Florida," and JK LakshmiPat University, a University located in Jaipur (India), hereafter referred to as "JKLU." Florida and JKLU shall collectively be referred to herein as the "parties." The parties hereto agree as follows:

I. Philosophical Intent

a. The primary objective of this Agreement is the development of cooperative efforts between Florida and JKLU, which will enhance the academic and research interchange between the two institutions. Recognizing the importance of mutual collaboration and the contributions to society made by institutions of higher education, the parties desire to promote exchange between the faculty and students of the two institutions as well as the exchange of academic and research information.

b. Specific projects in an area of educational or research interest will be selected as a result of coordination by Florida and JKLU, at the appropriate administrative level in each institution. As these projects are developed, each will require a specific written agreement made in advance, setting forth the terms and conditions thereof and executed by authorized representatives of both parties. The President, Dean of the International Center, or the Senior Vice President for Academic Affairs and Provost are authorized signatories for Florida. The Vice Chancellor is the authorized signatory for JKLU.

II. General Provisions

a. All collaborative activities conducted pursuant to this Agreement shall be conducted in accordance with the laws and regulations that apply where the activities take place and each of the parties shall

also comply with the laws, regulations and policies applicable to it, including without limitation, export control, non-discrimination, data privacy, anti-bribery, anti-corruption, immigration and sanctioned parties or transactions. In the case of Florida, these include the laws of the United States of America and of the State of Florida, and the rules, regulations and policies of Florida and the Florida Board of Governors. In the case of JKLU, these include the laws of India and the rules, regulations and policies of the JKLU.

b. The "term" of this Agreement begins on the Effective Date and continues for a period of five (5) years thereafter. The term may thereafter be extended in a written extension signed by authorized representatives of both parties. Notwithstanding the foregoing, either party may terminate this Agreement early by giving at least 60 days' advance written termination notice to the other party, specifying the end date (or a shorter notice period if earlier termination is required to comply with applicable laws).

c. Notices with respect to this Agreement shall be provided to the parties as indicated on Attachment-A hereto, entitled, "Administration of Program and Contact Information," which is incorporated by reference herein.

d. The English language version of this Agreement shall govern in the event of a conflict or ambiguity with any translation in another language, and resolution of disputes shall be conducted in English. Termination of the Agreement shall be the only remedy for breach of this Agreement, except respecting a breach of clause "e" below. Captions are for convenience and have no legal effect. Waivers of any provisions contained herein are only effective if made in writing by the authorized signatory of the waiving party and cover only the particular provision waived on the particular occasion.

e. This Agreement does not confer any rights in or to use trademarks, logos or names, except to factually state that this Agreement between the parties is or was in effect during the term and that Florida and JKLU are or were collaborating on the possible development of projects of mutual interest in Computer Science and Engineering education or research. Any media statements concerning this Agreement or the parties' activities under it must be agreed upon in advance by the parties through their news offices.

f. The relationship of the parties under this Agreement is that of independent contractors (not legal partners) and no party has the authority to bind the other party in contract or to incur any debts or obligations on behalf of the other party.

g. Under this Agreement, there are no payments owed or earned by either party to the other, there is no physical presence, residence or bank account established by either party in the other party's country, there is no intellectual property to be developed, and, with the exception of brief visits, the activities of each party will be largely undertaken in its home country. It is not expected that any tax or excise will be owed or filings will be required by either party or their employees to or in the other party's country as a consequence of entering into this Agreement. If funding is being pursued for a project, the parties will enter into a separate written agreement to set forth the conditions and agreements between the parties related to such funding. This Agreement is a

ATTACHMENT A

ADMINISTRATION OF PROGRAM AND CONTACT INFORMATION

Florida -- Administration of this Agreement for Florida is housed in the International Center at the University of Florida. Such functions are under the direct responsibility of the Executive Director, International Center; provided that the authorized signatories to contract for Florida are the Dean of the International Center or the Senior Vice President for Academic Affairs and Provost. Academic responsibilities are housed in <<College>>. Correspondence regarding this Agreement and activities under it shall be directed to:

UF Administrative/Fiscal Management	UF Academic Management
<p>Dr. Susanne Hill Executive Director International Center P.O. Box 113225 170 HUB University of Florida Gainesville, Florida, 32611-3225 Phone: 352-273-1500 Fax: 352-392-5575 E-mail: shill@ufic.ufl.edu http://www.ufic.ufl.edu</p>	<p>Professor Sartaj Sahni Distinguished Professor Dept. of Computer and Information Science and Engineering P.O. Box 116120 CSE E536 University of Florida Gainesville, Florida 32611-6120 Phone: 352-450-1490 Fax: 352-392-1220 E-mail: sahni@cise.ufl.edu http://www.cise.ufl.edu/~sahni</p>

JKLU: For purposes of day-to-day management of the program, nomination of participants and other administrative activities, the following shall serve as the JKLU contact:

(SECTION TO BE COMPLETED BY COOPERATING INSTITUTION)

Partner Institutional Contact
<p>Dr. Sanjay Goel Director, Institute of Engineering & Technology JK Lakshmipat University Mahapura, Near Mahindra SEZ, Ajmer Road Jaipur 302026 Rajasthan, India Phone: +91 141 7107 500 Fax: E-mail: director.iet@jklu.edu.in Website: http://www.jklu.edu.in</p>



statement of intent and is not legally binding upon the parties. This Agreement is entered into to facilitate discussions regarding general areas of cooperation.

IN WITNESS WHEREOF the parties hereto have caused their authorized representatives to execute two original counterparts of this instrument, each of which, when all counterparts are delivered, shall be considered an original.

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES	JK LAKSHMIPAT UNIVERSITY Jaipur, INDIA
By: 	By: 
Name: Leonardo A. Villalón Title: Dean, UF International Center	Name: Roshan Lal Raina Title: Vice Chancellor, JKLU
Date: 5 February 2019	Date: 7 February, 2019

Form pre-approved as of October 2016 by Office of the Vice President and General Counsel at University of Florida; any changes to the form must be approved by the Vice President and Office of General Counsel.



Memorandum of Agreement
between

**JK LAKSHMIPAT UNIVERSITY
JAIPUR, INDIA**

and

**UNIVERSITY OF MASSACHUSETTS AMHERST
AMHERST, MASSACHUSETTS, USA**

This Memorandum of Agreement ("Memorandum") is entered to record an inter-institutional cooperative agreement between the JK Lakshmipat University ("JKLU") and the University of Massachusetts Amherst ("UMA").

JKLU and UMA desire, through a cooperative relationship, to enter the following academic and research collaboration:

I. PARTIES

JK Lakshmipat University is legally domiciled at Mahapura, Near **Mahindra SEZ**, , **Ajmer Road, Jaipur 302026, Rajasthan, India** The University of Massachusetts Amherst has an address of 181 President's Drive, University of Massachusetts, Amherst, MA 01003-9313. JKLU and UMA are collectively referred to herein as the "Parties" or "Universities."

II. PURPOSE OF THE AGREEMENT

Both Universities agree to discuss cooperation in joint educational programs and research projects. Under this Memorandum, both Universities will encourage direct contacts and cooperation between their faculty members, graduate students, departments, institutes, and academic planning staff. As per interest shown, **both Universities agree to explore the possibility of:**

1. Establishing pathways to UMA Masters' programs at JKLU for cohorts of Indian students.
2. Offering UMA curriculum aligned coursework at JKLU.
3. Marketing of UMA Masters' programs through JKLU.
4. Marketing of UMA online programs through JKLU.
5. Short-term summer visiting programs for JKLU students at UMA.
6. Short- and long-term visits by faculty and graduate students for the purpose of research, teaching, and the presentation of seminars.
7. Other activities of mutual interest and benefit.

Arrangements for specific forms of academic cooperation and any marketing of UMA programs visits will be developed jointly and will be agreed upon in writing for each specific activity.

III. EXPORT CONTROL COMPLIANCE

UMA is subject to United States laws and regulations controlling the export of commodities, software, technology and services, including the Export Administration Regulations and the International Traffic in Arms Regulations. UMA's participation hereunder is contingent on compliance with these laws and regulations. The transfer of certain items and information, or the provision of certain services, may require a license from the respective agency of the United States Government and/or written assurances by the collaborating partner(s). Any specific research activities (including the exchange of technology, research data or research results) proposed under this Memorandum or any supplementary agreements thereto shall require a formal review by the UMA Office of Research Compliance for any licensing requirement(s). While UMA may endeavor to secure any necessary license, UMA cannot guarantee that such licenses will be granted.

IV. EFFECT OF AGREEMENT

This Memorandum will remain in effect for five (5) years at the end of which period the Memorandum will be reviewed by both Parties and may be renewed by mutual written consent. This Memorandum may be terminated by either Party with a six-month written notification of termination by either party.

V. FINANCING

This Memorandum does not create any financial commitments by or between JKLU and UMA. Both Universities understand that all of the above arrangements involve financial considerations and agree that all financial arrangements will be negotiated separately.

VI. NOTICE

All notices and demands required or permitted under any provisions of this Memorandum shall be in writing and communicated electronically or mailed, postage prepaid, or delivered by overnight delivery service to the following addresses:

To UMA: International Programs Office
University of Massachusetts
70 Butterfield Terrace
Amherst, MA 01003-9242

To JKLU: JK Lakshmipat University
Mahapura, Near Mahindra SEZ, Ajmer Road
Jaipur 302026, Rajasthan, India

VII. AMENDMENTS

JKLU and UMA agree that any matters not addressed in this Memorandum and any addenda or amendments to it must be in writing and approved by both Parties.

VIII. GOOD FAITH EFFORTS

JKLU and UMA agree to comply with the obligations enumerated in this Memorandum and to try, if possible, to resolve any problems that may arise in the execution of this Memorandum through direct engagement.

IX. FORCE MAJEURE

Neither Party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder due to causes or conditions beyond its control. If, due to force majeure, it becomes impossible to implement the obligations set forth in this Memorandum, it shall be suspended temporarily until the disadvantages are overcome.

X. ENTIRE AGREEMENT

This Memorandum and amendments (if any) constitute the entire agreement between JKLU and UMA, and supersede all other promises, verbal or written agreements, negotiations, and prior understandings or representations of any kind relating to the subject matter of this agreement that precede the date of this Memorandum.

XI. REPRESENTATION

Both Parties represent and warrant that the signatories below have the power and authority to enter into this Memorandum.

Signed by:



Kumble R. Subbaswamy

Provost and Senior Vice Chancellor for Academic Affairs
University of Massachusetts Amherst

Date: December 14, 2018



Bharat Hari Singhania

Chancellor

JK Lakshmipat University

Date: December 14, 2018

MEMORANDUM OF UNDERSTANDING

BETWEEN

**INSTITUTE OF ENGINEERING AND TECHNOLOGY
JK LAKSHMIPAT UNIVERSITY, JAIPUR 303026
RAJASTHAN, INDIA**

Established under Act No 19 of 2011 of **State Legislature of Rajasthan** and recognized by **UGC** under section 22 of the **UGC Act 1956** for imparting high quality higher education, on the one part

AND

**CSIR- CENTRAL ELECTRONICS ENGINEERING RESEARCH INSTITUTE
(CSIR CEERI)
PILANI 333031, RAJASTHAN, INDIA**

a premier research Institute in the field of Electronics, established in 1953
under the aegis of **Council of Scientific & Industrial Research (CSIR)**, on the other part

1. PREAMBLE

The Institute of Engineering and Technology, JK Lakshmipat University, Jaipur, Rajasthan, hereafter, referred as IET:JKLU and Central Electronics Engineering Research Institute laboratory of Council of Scientific and Industrial Research, Pilani, hereinafter referred as CSIR:CEERI, here-by agree to encourage academic and research co-operation in field of electronics and electrical engineering as stipulated below.

2. OBJECTIVE

Both the institutions IET:JKLU and CSIR:CEERI shall promote co-operation in scientific and technology with the following objectives:

- a) To promote joint research activities for enhancement of knowledge and vision;
- b) To develop joint project proposals with other organizations;
- c) To foster and promote academic publications and scholarly articles as an collaborative group;
- d) To conduct joint workshops, training programs and seminars as joint venture;
- e) The major areas identified for collaborative works are
 - i. MEMS and Micro-sensors
 - ii. Sensors and Nanotechnology
 - iii. Photonics and Optoelectronics

Other technical areas of co-operation may be added to the agreement by mutual understanding.

3. IMPLEMENTATION OF PROGRAM

Both the institutes shall encourage visit of scientist, faculty members or students from one institute to the other as per rules, regulations and policies laid down by the individual institute. These visits shall be with purpose of attending/conducting, lectures, workshops, training program and projects. Long term programs/activities considered under the purview of this agreement are as following:

a) U.G./P.G. dissertation and specialized teaching:

Students from JKLU shall be permitted to work at CSIR-CEERI for their UG/PG Dissertation for period up to 4 months extendable to twelve months on merit basis. This work may be performed under the joint supervision of a senior scientist of CSIR-CEERI and JKLU faculty member/s. The educational institute shall transfer/pay one semester fee to CSIR-CEERI for the full time sponsored students. However, if the students are working under joint/collaborative project then the fee transfer may be waived. AcSIR PhD candidates interested in attending lectures at IET: JKLU shall be allowed to attend the same and will be extended the library facilities at JKLU, Jaipur.

Exchange of scientist/faculty from JKLU & CSIR-CEERI is encouraged. Local hospitality will be borne by the host institute for short term exchanges.

b) PG Program Lab Training:

PG students in the specified areas will be visiting CSIR-CEERI, Pilani/Chennai and acquire hands on experience yearly once for a period of one week/two-weeks to go to get trained in the technologies available to CSIR-CEERI with nominal charges as

per CSIR-CEERI norms. The Schedule of such visits will be pre-decided by both the organizations. Upon successful completion of their training CSIR-CEERI will issue necessary certificates endorsing the performance of the students.

c) Joint project proposals:

Faculty/scientists of the two institutions are encouraged to submit joint proposal to relevant funding agencies (DST/DRDO/ISRO and other institutions). Funding applications shall be prepared by the two institutions with their mutual consent and discussions regarding the scope and extent of funded exchange program to meet its goal.

d) Intellectual Property Rights (IPRs):

Publications, patents, royalty, and ownership of software/design/products developed be undertaken with scientific ethics. The rights regarding these IPRs shall be decided by the two parties by mutual consent. The scientific data collected during the collaborative study be maintained confidentially by the individuals involved until IPR(s) is/are achieved. If the main inventor from CSIR-CEERI files the patent, the CSIR-CEERI will own the first right of license & vice versa.

e) Workshops, Conferences, Training programs and Practice school:

Training programs, workshops, seminars may also be jointly organized in identified areas. During such event, each institute will extend its computer laboratory, internet and library and seminar room facilities to a limited number of identified persons from other institute.

4. Programme Coordinators

Each institute will nominate its own representatives within each field of cooperation and such representatives will be responsible for all measures to be undertaken under this agreement. From now onwards these nominated representative will form the coordination committee. The coordination committee will plan the activities under MoU every academic year and also look into the inclusion / exclusion of the areas of cooperation of MoU. The composition of the coordination committee shall be as follows:

- (a) Director - JKLU, Jaipur
- (b) Director, CSIR-CEERI, Pilani
- (c) The Registrar, JKLU, Jaipur
- (d) Head, Project Management and Business Development (PMBD), CSIR-CEERI, Pilani
- (e) Three members from CSIR-CEERI, Chennai/Pilani (including Co-ordinator from CSIR-CEERI, Chennai)
- (f) Three members from JKLU, Jaipur (including Co-ordinator)

The committee shall formulate policies for financial expenditure made by the institutions under this joint venture. The rules may be updated with time and documented under annexure 'Rentals and Service Agreements'.

5. Disclosure:

Both the institutions may on their respective websites mention about this Research collaboration or MOU. Any correspondence with other institutions done under this co-operation be reviewed and approved by co-ordination committee.

6. Commencement and Tenure:

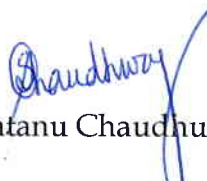
This memorandum of understanding (MOU) shall become effective on date of signing for period of five years and may be renewed subsequently after joint review by the coordinating committee. A written notice of its desire to renew or terminated the MOU may be initiated by either institution at-least six months prior to termination of this MOU.

7. Disputes:


- (i) No amendments, changes, alterations or modifications to this agreement shall be effective unless it is stated in writing and signed by both the parties and in certain cases, if required, upon approval by the competent authority of each party.
- (ii) If any dispute or difference of any kind whatsoever arises between the parties in connection with the agreement, the party shall try to resolve the same by mutual discussions, failing which, dispute or difference shall be referred to the Head of both the Institutes. If all fails courts of Jaipur shall have exclusive jurisdiction on matters relating to this agreement.

Signed at on


For and on behalf of CSIR:CEERI, Pilani



Prof. Santanu Chaudhury
Director
CSIR-Central Electronics Engineering
Research Institute, Pilani



Witness 1: Dr. S.A. Akbar
Chief Scientist & Head
Project Management & Business Development


Witness 2: Dr. Ramprakash
Scientist In-Charge
Incubation-Cum-Innovation
Hub, Jaipur, CEERI, Pilani

For and on behalf of JKL, Jaipur


Dr. R.L. Raina
Vice Chancellor
JK Lakshmipat University
Jaipur (Rajasthan) India


Witness 1: Prof. Dr.-Ing. Anupam K Singh
Director, Institute of Engineering and
Technology, JKL, Jaipur


Witness 2: Dr. Sandeep Singh Sengar
Associate Professor, Institute of
Engineering and Technology,
JKL, Jaipur



Hogeschool van Amsterdam

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE COMPUTER SCIENCE DEPARTMENT OF THE AMSTERDAM UNIVERSITY
OF APPLIED SCIENCES**

AND

**DEPARTMENT OF COMPUTER SCIENCE ENGINEERING, INSTITUTE OF
ENGINEERING & TECHNOLOGY, JK LAKSHMIPAT UNIVERSITY, JAIPUR**

ARTICLE I

The purpose of this Memorandum of Understanding is to develop and carry out collaborative activities in furtherance of the common interest of the institutions as set forth in ARTICLE II.

ARTICLE II

The scope of collaboration on academic and research activities, and on administrative issues, in this Memorandum of Understanding includes the following possible categories:

1. Exchange of teaching staff
2. Research and teaching collaboration in the areas of mutual interest to both parties.
3. Exchange of academic materials which are made available by both parties.
4. Organisation of symposia, conferences, short courses and meetings on issues of mutual interest.
5. Exchange of students.

ARTICLE III

To implement the aims and purposes expressed in ARTICLES I and II, the following is mutually understood and agreed:

1. Development of a specific project taking place within this over-arching Memorandum of Understanding should take the form of a Supplementary Programme Agreement which will detail key responsible people, sources of funding, and specific collaborative activities.
2. The final approval of any project will be dependent upon the availability of guaranteed support funds.
3. Progress of work of any Supplementary Programme Agreement under the Memorandum will be reviewed and approved by designated responsible people of both parties.
4. Neither JK Lakshmipat University nor Amsterdam University of Applied Sciences will be held responsible for any liability whatsoever; furthermore, neither party shall be required to purchase any insurance against loss or damage to any personal property to which this Memorandum of Understanding relates.

ARTICLE IV

Duration of the Memorandum of Understanding:

This Memorandum of Understanding will come into effect on the last date of signing and shall be effective for a period of 2 years. Thereafter it will be reviewed and can be amended or renewed as agreed by both parties. Amendments to the Memorandum of Understanding can take place at any time by an exchange of letters.

ARTICLE V

Finances:

1. Travel and accommodation of teaching staff will be at the expense of The Amsterdam University of Applied Sciences
2. Exchange students will pay for their own accommodation at the hosting university. The hosting university will assist the incoming exchange student in finding student accommodation.
3. To avail travel expenses, students can apply for existing funding programs at their respective home universities/Host university else cost would be borne by students.

ARTICLE VI

Student Exchange:

Home Institution and Host Institution agree that student exchange will be guided by principles listed below:

A home institution refers to the institution where a student is a full-time student, and from where he/she is expected to graduate.

A host institution refers to an institution that receives a student for a brief period of time to undertake a pre-determined programme of study or research.

a) Exchange students will be selected by mutual agreement between the home institution and the host institution.

b) An exchange student will continue to be treated as full-time student at his/her home institution.

c) An exchange student will be considered as full-time "exchange" student at the host institution.

d) His/her programme of study at the host institution will be determined by mutual consultation between his/her academic advisor at the home institution and his/her "interim" academic advisor identified by the host institution.

e) The host institution will evaluate an exchange student's performance in each course or module, award a letter grade or marks, and issue a letter to that effect.

f) The home institution may award to the exchange student credits earned at a host institution, but only after the home institution has established correspondence between courses taken at the host institution vis-a-vis those offered at the home institution.

g) The host institution shall try to associate student with industry around.

i) The exchange students will pay tuition and other fees at their home institution

Signed



**Amsterdam University
of Applied Sciences**

On behalf of

Amsterdam University of Applied

Sciences

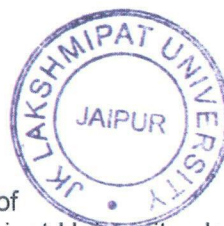
Wibautstraat 2-4

1091 GM Amsterdam, The Netherlands

Albert Slikema

President

Date *24/05/2018*



On behalf of
JK Lakshmipat University, Jaipur.

Dr. Sonal Jain
Co-ordinator,

Dept. of Comp. Sc. Engineering.
Date *23/05/2018*



Hogeschool van Amsterdam

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE COMPUTER SCIENCE DEPARTMENT OF THE AMSTERDAM UNIVERSITY
OF APPLIED SCIENCES**

AND

**DEPARTMENT OF COMPUTER SCIENCE ENGINEERING, INSTITUTE OF
ENGINEERING & TECHNOLOGY, JK LAKSHMIPAT UNIVERSITY, JAIPUR**

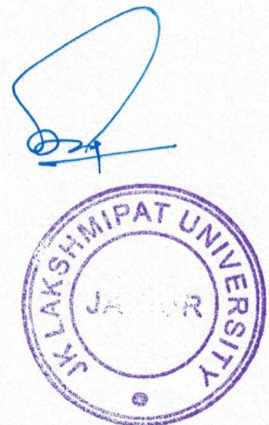
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JMS

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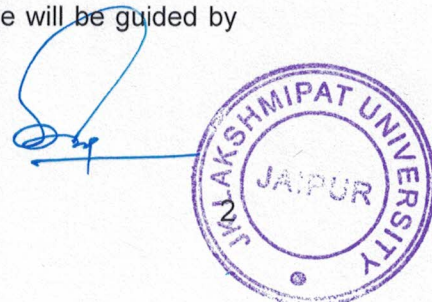
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JMS

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g) The host institution shall try to associate student with industry around.

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Signed

On behalf of
Amsterdam University of Applied
Sciences

J.M. Schreuder

President
director of Education

Date
04-12-2020

On behalf of
JK Lakshmipat University, Jaipur.



CA. KK Maheshwari
.....
Officiating Registrar

Date *25 November, 2020*

**INTERNATIONAL MEMORANDUM OF UNDERSTANDING
BETWEEN**

**ST. CLOUD STATE UNIVERSITY
AND
J.K. LAKSHMIPAT UNIVERSITY**

In order to promote educational excellence, academic ties and international cooperation, St. Cloud State University and J.K. Lakshmipat University agree to establish formal exchange agreements for future activities, both parties will:

- **Encourage units to explore the feasibility of initiatives such as student, faculty and research scholar exchanges to promote cross-cultural learning and research;**
- **Encourage cooperation in such activities as joint research, lectures, symposia and country visits for students and faculty;**
- **Enable the exchange of data, documentation and research materials in the field of mutual interest;**
- **Initiate discussions on the cooperative development of future courses and academic programs.**

Both of the parties agree that pending the detailed agreement, they will exchange information on activities at both ends related to educational activities and may participate as visitors to each other for specific programs.

JKLU and SCSU can refer to the initialing of the MOU in all communications from July 1, 2011 until December 31, 2011 within which the detailed agreement could be signed by the Co-Chairperson of JKLU and the President of SCSU.

This MOU shall be ratified by both parties as per their internal procedures and can be terminated forth with when so notified by either party. It may be extended by mutual understanding and /or revision of this MOU. This agreement may be extended by mutual understanding and/or a revision of this Memorandum of Understanding. This agreement may be automatically extended based on the expiration date(s) or any agreements implemented under it.

While no specific commitment is made by either party, we support and sign this Memorandum of Understanding in recognition of our mutual interests.

The parties agree to consult periodically concerning the status of these explorations and other relevant matters. A joint evaluation of effectiveness should be submitted annually.

St. Cloud State University
Authorized Signatory



Ann B. Radwan, PhD
Associate VP International Affairs

Initialed by Ben Baliga

Date: 01 July 2011

J.K. Lakshmipat University
Authorized Signatory



Dr. Upinder Dhar
Vice-Chancellor

Date: July 1, 2011

MEMORANDUM OF UNDERSTANDING
STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
St. Cloud State University, St. Cloud, Minnesota, USA
And
JK Lakshmipat University, Jaipur, INDIA

The State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf St. Cloud State University, Saint Cloud, Minnesota (“the College/University”) and JK Lakshmipat University, Near Mahindra World SEZ, Mahapura, Ajmer Road, Jaipur (Rajasthan), INDIA (“the Affiliate”) seek to develop collaborations and exchanges in fields of shared interest and expertise. The activities undertaken pursuant to this Memorandum of Understanding (MOU) are based on a spirit of cooperation and reciprocity that is intended to be of mutual benefit to both parties.

Part 1: Purpose

This Memorandum of Understanding (MOU) serves as written understanding of agreed upon principles between MnSCU St. Cloud State University and JK Lakshmipat University, Jaipur, concerning a set of general academic objectives.

This is a non-binding agreement and is intended to clarify the nature and extent of the complementary activities that might be undertaken for the mutual benefit of the two parties.

Each institution will be responsible for managing its own costs.

Commitments of specific institutional resources, personnel, space, facilities, or any other academic or intellectual activities may be contemplated hereunder but are beyond the scope for this MOU.

To the extent that the implementation of any agreed upon activity requires a commitment of resources, personnel, credit-bearing coursework, or intellectual property, a supplementary agreement must be negotiated and approved by the two parties in writing before work on any of the projects can commence.

Part 2: Objectives, Scope, and Major Activities

Both institutions agree to encourage the development of the following types of activities:

- Visits and exchanges of faculty, scholars and administrators in specific areas of education, research and outreach;
- Explore ways to cooperate in undergraduate and graduate education and training including Appendix A;
- Organize joint conferences, symposia, or other scientific meetings on subjects of mutual interest;
- Exchange of academic information and materials such as data, documentation and research materials in the field of mutual interest, etc.;
- Pursue avenues for undergraduate, graduate and professional student exchange during the academic year or summer terms;

- Explore the possibilities for developing joint research programs and collaborations;
- To initiate discussions on the cooperative development of future courses and academic programs.
- To offer collaborative programs for students of both the Universities as per applicable norms.
- Other exchange and cooperation programs to which both parties agree.

Part 3: Responsibilities of the Parties

The two parties recognize that the implementation of any agreed upon activity will depend upon the interests and expertise of the individuals involved and the availability of financial resources, spaces and other resources. Accordingly, the implementation of any exchange and cooperative program based on this MOU shall be separately negotiated and determined between the two institutions and documented in a written agreement. It is further expected that both parties will be compliant with all applicable State and federal laws and regulations and MnSCU policies.

Part 4: Duration and Option to Amend, Extend or Terminate

This MOU will become effective when the last required signature is obtained by both parties. This agreement will remain in effect for 5 years, not to exceed five years beyond the effective signature date. This MOU may be renewed or amended by mutual agreement of the parties and shall be in writing and executed by an authorized representative of each party. The parties agree to periodically review the activities undertaken and the progress made and to consult concerning amendments, renewal or termination of this MOU. Either party may terminate this MOU at any time by providing written notice of such termination to the other party. Termination shall be without penalty. If this MOU is terminated, neither the Affiliate nor the College/University shall be liable to the other for any monetary or other losses that may result.

Part 5: General Terms

This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees or agents. Nothing in this Agreement is intended or should be construed as creating the relationship of copartners, joint ventures, or an association among the parties, nor shall any party, its employees, agents, students or representatives be considered employees, agents or representatives of any other party.

Nothing in this MOU obligates the other party to commit or transfer any funds, assets, or other resources in support of projects or activities between the two parties. It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the programs contemplated hereby, except as expressly provided in this MOU.

Neither party will use the name of the other, either expressly or by implication, in any publicity, solicitation or advertisement without the express written approval of the other party of this MOU. When logos are to be used to publicize collaborative programs, the logos to be used will be provided by each institution.

Neither the College/University nor the Affiliate shall, in connection with this MOU, discriminate on the basis of race, religion, creed, color, sex, national origin, disability, age, marital status, public assistance status, veteran status, or sexual orientation.

This MOU supersedes all other affiliation agreements relating to the subject matter of this Agreement existing between the College/University and the Affiliate.

Contact Information

JKLU

Attn: Roshan Lal Raina, Vice Chancellor
JK Lakshmipat University, Near Mahindra World City SEZ
Mahapura, Ajmer Road, Jaipur (Rajasthan), INDIA
Phone No.: +91-141-7107 501
E-mail: vc@jkl.edu.in

SCSU

Attn: Shahzad Ahmad
720 4th Ave South
Saint Cloud, Minnesota 56301 USA

Phone No.: +1-320-308-5151
E-mail: shah@stcloudstate.edu

7. SIGNATURES.

JK Lakshmipat University, Jaipur, INDIA

**Minnesota State Colleges and Universities
St. Cloud State University**

Signature: _____

Name: Bharat Hari Singhania
Title: Chancellor, JKLU

Signature: _____

Name: Ashish K. Vaidya
Title: President, SCSU

Date: _____

JUNE 9, 2017

Date: _____

AS TO FORM AND EXECUTION

By: Roshan Lal Raina

Title: Vice Chancellor

Date: _____

July 14, 2017

AS TO FORM AND EXECUTION

By: Shahzad Ahmad

Title: Associate Vice President of Center for
International Studies

Date: _____

June 9, 2017

Appendix A

JKLU students wishing to participate in the collaborative program, will complete their first 3.5 years of undergraduate studies at JKLU and then pursue the project work as per his/her curricula in the last semester at St. Cloud State. JKLU students who wish to join this collaborative program must have a minimum GPA of at least 2.75 on a 4 scale. JKLU students should complete a TOEFL test with a minimum score of 79 or an IELTS score of at least a 6.5 overall band to be part of this program. These students must maintain a minimum GPA of 2.75 in their undergraduate studies at SCSU. On successfully graduating from JKLU, they will be accepted into the MEM program or other graduate programs such MS CS, MS IA. SCSU will provide JKLU students cultural sharing scholarship for their undergraduate education. For their Master's program, SCSU will consider students with good academic performance and GRE score, for Graduate Assistantships as per applicable policies and norms in each of the graduate programs.

भारतीय गैर न्यायिक

बीस रुपये

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Rs.20

TWENTY
RUPEES

INDIA NON JUDICIAL



தமிழ்நாடு தமில்நாடு TAMIL NADU

Confederation of Indian Industry

21/99
14/12/16

34AB 847512

G. SHYLAJA

STAMP VENDOR

L.No. 0380/B1/2000

No. 52, Velachery Main Road,
CHENNAI-600 042. ☎ 22449999

MEMORANDUM OF AGREEMENT

Between

CONFEDERATION OF INDIAN INDUSTRY

And

JK LAKSHMIPAT UNIVERSITY, JAIPUR

1. This Memorandum of Agreement is drawn up and agreed upon between **Confederation of Indian Industry**, a society registered under the Societies Registration Act, 1860, (hereinafter referred to as CII) having registered office located at 23-26, Institutional Area, Lodi Road, New Delhi-110003 and **JK Lakshmipat University**, located at Jaipur, Rajasthan (hereinafter referred to as JKLU)

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2. ABOUT CONFEDERATION OF INDIAN INDUSTRY

The **Confederation of Indian Industry (CII)** works to create and sustain an environment conducive to the development of India, partnering industry, Government, and civil society, through advisory and consultative processes.

CII is a non-government, not-for-profit, industry-led and industry-managed organization, playing a proactive role in India's development process. Founded in 1895, India's premier business association has over 7200 members, from the private as well as public sectors, including SMEs and MNCs, and an indirect membership of over 100,000 enterprises from around 242 national and regional sectoral industry bodies.

CII charts change by working closely with Government on policy issues, interfacing with thought leaders, and enhancing efficiency, competitiveness and business opportunities for industry through a range of specialized services and strategic global linkages. It also provides a platform for consensus-building and networking on key issues.

Extending its agenda beyond business, CII assists industry to identify and execute corporate citizenship programmes. Partnerships with civil society organizations carry forward corporate initiatives for integrated and inclusive development across diverse domains including affirmative action, healthcare, education, livelihood, diversity management, skill development, empowerment of women, and water, to name a few.

The CII theme of 'Accelerating Growth, Creating Employment' for 2014-15 aims to strengthen a growth process that meets the aspirations of today's India. During the year, CII will specially focus on economic growth, education, skill development, manufacturing, investments, ease of doing business, export competitiveness, legal and regulatory architecture, labour law reforms and entrepreneurship as growth enablers.

With 64 offices, including 9 Centres of Excellence, in India, and 7 overseas offices in Australia, China, Egypt, France, Singapore, UK, and USA, as well as institutional partnerships with 312 counterpart organizations in 106 countries, CII serves as a reference point for Indian industry and the international business community.

3. ABOUT CII INSTITUTE OF LOGISTICS

To address the need of sharpening India Inc's competitive edge through better Logistics and Supply Chain practices, **CII Institute of Logistics (CII-IL)** was established in 2004 by the Confederation of Indian Industry as a Center of Excellence in Logistics and Supply Chain located at Unit E, 10th Floor, IIT Madras Research Park, Kanagam Road, Taramani, Chennai 600 113.



CII-IL creates a platform for the Industry to gain more insights into the emerging trends, industry specific problems of national importance and global best practices in logistics & supply chain management. **CII-IL** also enables the industry to cut down the transaction cost, increase efficiency, enhance profitability, sensitize and enable to bring solutions to macro level issues.

4. **ABOUT JK LAKSHMIPAT UNIVERSITY JAIPUR**

Inspired by the vision of Lala Lakshmipat Singhanian, the key architect of J K Organisation, JK Lakshmipat University (JKLU) was set up, in 2011, with his belief that “education is not only reading and writing, and knowing a number of subjects - education is education for life”. JKLU, a multi-disciplined institution of higher learning and research, is fast emerging as one of the best universities in Jaipur to provide a perfect platform for students and scholars to pursue value based education and research in the disciplines of Management, Engineering, and Applied Science.

JKLU's **Institute of Management** offers following flagship programmes:

- MBA(Dual Specialization) in Finance | Marketing | Human Resource | Information Technology | Operations Management | International Business | Retail Management (2 Yrs.)
- BBA + MBA (5 Yrs.) – Degree program
- B. Com (Hons) + MBA (5 years) –Degree program

Institute of Engineering & Technology of JKLU offers following programmes:

- B. Tech (4 Yrs.) - Chemical Engineering | Civil Engineering | Computer Science Engineering | Electronics & Communication Engineering | Electrical Engineering | Mechanical Engineering

With its thrust on turning ‘information’ into workable ‘ideas’ and ‘knowledge’ into ‘wisdom’, JK Lakshmipat University, as a top university in Jaipur, attracts bright young minds to nurture and groom them as future ready professionals by equipping them with essential skill sets and competencies as are needed from them to deliver what is expected of them.

JKLU's sprawling 30-acre Wi-Fi campus set in picturesque surroundings provides a refreshing environment for stimulating intellectual alertness and creativity. JKLU boasts of an excellent mix of experienced, young and dynamic faculty, mostly from IIMs, IITs and other similar institutes of national and international repute.



Strategic Alliances with reputed but select universities overseas have been put in place and are on meaningful expansion to give boost to its global academic collaboration agenda.

5. **IN CAMPUS CENTER OF EXCELLENCE**

Having identified the need for Logistics and Supply Chain excellence for the industry to become sustainable and competitive at the global level, and with an objective of facilitating the students for better learning through value added academic delivery, CII-IL proposed to organize select courses through this MOA in JKLU campus.

JKLU has expressed their interest in associating with CII-IL through In campus Centre of Excellence to offer Specialized MBA program with Logistics and Supply chain specialization for their MBA students, with contents developed and provided by CII-IL and delivered by JKLU faculty. CII-IL decided to organize select courses in JKLU campus under the terms and conditions detailed hereunder in this MOA.

6. **GREAT OPPORTUNITY**

Alliance between CII-IL and JKLU is a great opportunity for evolving a distinct model of tie-up, leveraging CII's strength of industry based knowledge in Logistics and Supply Chain and JKLU's strength of reputed regional presence with quality faculty and infrastructure.

7. **BENEFITS TO THE PARTICIPANTS**

- Time-sensitive & critical topics in L&SCM
- Periodic e-updates with Logistics and Supply chain news and employment opportunities in Logistics and Supply chain domain
- Access to periodical webinar by industry expert from CII network
- Access to select knowledge sessions delivered by CII subject matter experts

8. **BENEFITS TO THE UNIVERSITY**

- Recognition in CII Institute of Logistics website for 2 years (till MoA validity)
- Usage of CII Institute of Logistics IC-COE (In campus Centre of Excellence) Associate sign board
- Preference for participation in CII Institute of Logistics events
- Ability to demonstrate active industry participation for better ratings



9. KEY DELIVERABLES BY CII-IL

- Digital version of CII-IL Center of Excellence signboard
- Certificate of authorization duly signed by the competent authority
- Finalized syllabus and curriculum for adoption by JKLU
- Industry guest lecture- 2 per semester
- One Industrial visit per semester
- Question paper submission for subjects offered by CII

10. KEY DELIVERABLES BY JKLU

- Organize curriculum review by competent board of studies/academic advisory council members periodically and suggest amendments of syllabus and curriculum for finalization by CII-IL
- Academic delivery with JKLU's resources
- Conduct term end examination

11. PROGRAM LAYOUT FOR THE MODELS:**11.1 CERTIFICATE PROGRAM****MODEL**

Certificate & Diploma programs can be offered for Engineering, Management and Arts & Science students as a value added course along with their degree program. Below are the models for these programs.

Type of Service	Units
Virtual recorded sessions	4 subjects per certificate program
Physical contact- Top up sessions (contact program by CII faculty)	2 days (1/2 day per subject as top up for the subjects at college premises)
(Rs. 15,000/- per student (inclusive of online exam fee) (plus tax) payable to CII-IL)	

*web link for the on-line sessions will be provided for guidance by CII-IL.

Certificate program			
Courses offered	Certificate in logistics management (CLM)	Certificate in Supply Chain management(CSCM)	Certificate in Third party logistics (CTPL)
	1. Logistics strategy & planning 2. Warehouse & distribution facilities mgmt 3. Freight transport mgmt 4. International logistics	1. Supply chain concepts & planning 2. Materials & inventory mgmt 3. Purchasing & strategic sourcing 4. Marketing channel design & distribution planning	1. Warehouse & distribution facilities mgmt 2. Freight transport management 3. International logistics 4. Contract & reverse logistics

11.2 SPECIALIZED MBA PROGRAM

MODEL

A specialized MBA program in Logistics and Supply chain will be jointly offered by CII-IL and the University for the MBA students. 8 specialized subjects from logistics and supply chain will be offered in 2 semesters.

Type of Service	Units
Session delivery by your faculty for 4 subjects per semester in Logistics and Supply chain domain	No. of hours as per University norms and credits allotted for the subject
Top up sessions by CII-IL faculty (direct contact sessions at your premises)	1 day per subject
(Rs. 40,000/- per student (plus tax) payable to CII-IL)	



Specialized MBA program	
Semester	Name of the subject
In any single semester	<ol style="list-style-type: none"> 1. Logistics strategy and planning 2. International logistics & Global SCM 3. Freight transport management 4. Purchasing and strategic sourcing
In the next semester	<ol style="list-style-type: none"> 1. Supply chain concepts and planning 2. Warehouse and distribution facilities management 3. Materials and inventory management 4. Supply chain information systems

11.3 INSTITUTE TO INDUSTRY (I2I)

MODEL

For the nominated participants from the college / university, CII-IL will provide following services as part of I2I program:

- (a) Facilitation for internship in select companies*
- (b) Provision of access to online sessions from industry speakers
- (c) Opportunity to participate in one CII conference
- (d) Mentoring and Review of participants performance
- (e) Extend employment assistance**
- (f) Award of participation certificate from CII-IL

** -Subject to terms and conditions of participating employers in I2I program.

Service Fees

- Rs.20000/- (+ tax) per student- 50% fee discount eligible for CoE client and hence **Rs. 10,000/- (+tax) for JKLU**
- Total fees to be paid along with application form

Terms and Conditions

- CII-IL does not provide any financial assistance during I2I program for the participants such as travel, commutation, accommodation, food, etc
- CII-IL does not provide any guarantee for stipend to participants during I2I program.



- CII-IL reserves the right to select participants for I2I program
- CII-IL reserves the right to cancel registration any time during the I2I program, if the participant behavior is found unsatisfactory or furnished information in application form is found incorrect during the program
- Internship duration is subject to terms and conditions decided by the employer.

Program Fee payable to CII-IL

For Certificate program in Logistics/Supply Chain management – Rs. 15,000/-(inclusive of online exam fees) (+ tax) per student

For MBA (Logistics and Supply Chain Management) - Rs. 40,000/- + Tax per student

I2I – Rs. 10,000/- (+tax) per student

An associate fee of INR 2,00,000/- (Plus service tax) is payable to CII-IL while signing MoU which will be adjusted towards the admissions.

A non refundable processing fee of Rs. 20,000/- has to be remitted along with the submission of CoE application form by the University.

12. **ROLES AND RESPONSIBILITIES**

Roles	Responsibilities of CII-IL	Responsibilities of JKL	Responsibilities of both
Providing Knowledge support, contents and study materials	√		
Program promotion, Admission Process, fee collection and share disbursement		√	
Faculty orientation (virtual session)	√		
Academic Delivery & providing infrastructure for virtual class delivery		√	
Virtual Classes	√		
Fixing Industrial visits			√
Question paper submission	√		
Conducting Examinations & Evaluation & Certificate distribution		√	
Certification			√

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13. **FINAL CERTIFICATES**

Final certification shall be done by JKLU with mentioning of CII-IL as Knowledge Partner with CII logo in consultation with CII-IL.

14. **TERMS AND CONDITIONS**

- Minimum number of **students per program cohort** is **thirty**.
- CII or CII-IL name and logo cannot be used without prior written consent from CII-IL. A written request stating specific context and purpose should be submitted by JKLU authorized representative to CII-IL for approval.
- CII-IL will depute an expert for the Board of Studies /Academic Council in JKLU for this program.
- JKLU shall nominate one full time faculty member to coordinate with CII-IL as a single point of contact.
- JKLU shall recruit or assign competent faculty members to deliver courses related to Logistics and Supply chain management studies
- JKLU to arrange and meet expenditure of CII-IL representative accommodation and boarding charges to handle sessions, attend Board of studies meeting, and any other visit to JKLU as part of agreed deliverables within the scope of this agreement. Travel charges to be met by JKLU except for handling sessions.
- JKLU shall explicitly mention CII-IL as knowledge partner in all communications related to the academic event (seminar, conference, and publication) supported by CII-IL.
- CII-IL will not be involved in University examinations assessment.
- Scope of this MOA can be extended for any department of JKLU, Jaipur on relevant programs in future.

15. **PROFESSIONAL CHARGES**

JKLU shall collect the fees and remit CII-IL's share within 15 days of commencement of the semester.

16. **COST NEUTRALIZATION CHARGES**

In order to take care of escalation of operating costs, the professional charges mentioned in the MoU shall be increased by 10% once in 2 years.

17. **VALID DURATION**

This MOA shall be valid for two years effective from the date of signing by authorized representatives of both parties.

18. **RENEWAL**

The MOA shall be renewed after two years from the date of signing by authorized representatives of both parties, under mutually agreed revised terms and conditions through a renewal application.

19. **AMENDMENTS**

Any of the clauses / articles contained here in this MOA shall be amended with mutual written and specific consent of both the parties.

20. **TERMINATION**

This MOA shall be terminated by either party by giving six months notice to the other so as to have effect of concluding this agreement by the end of the subsequent semester, enabling the current students to complete the subsequent semester.

The amendment, termination and expiration of this MOA will not affect the terms of activities ongoing at the time of notification of amendment, termination, and expiration unless otherwise agreed upon between the parties.

21. **JURISDICTION**

Any difference or disagreement or misunderstanding between the parties arising during the operation of this agreement shall be attempted to be settled by mutual discussions and clarifications. The Courts in Delhi and Coimbatore shall have jurisdiction.

22. **CONTACT PERSONS**

Concerned program Coordinator, Director JKLU and the Head of Education of CII Institute of Logistics shall be the contact persons who will be coordinating the implementation of this MOA during its validity.

23. **AGREEMENT SUBJECT TO LEGAL REGULATIONS.**

This MOA shall have effect subject to compliance with all legal statutes and Regulations and Rules applicable to the activities envisaged under this MOA.



24. **INDEMNITY**

Both parties agree that they shall indemnify and keep indemnified the other for any default, negligence in their mutual obligations to the other or for any non-compliance with any statutory requirement whereby loss or damage is caused to the other.

25. **ARBITRATION**

In the event of any difference or dispute arising out of this agreement between the parties which cannot be resolved through mutual negotiations, the same shall be referred for arbitration to a mutually agreed Sole Arbitrator whose decision thereon shall be final and binding on the parties. The provisions of Arbitration and Conciliation Act, 1996, shall be applicable.

This MOA is prepared in two identical copies with each party holds one original copy duly signed by the authorized representatives.

**Signed at CII-IL SCALE Awards, Le Meridian, New Delhi, on this 16th day of December, 2016,
for and on behalf of:**

Confederation of Indian Industry

and

JK Lakshmipat University

K.V. Mahidhar

Mr. K V Mahidhar

Executive Director & Head,

Institute of Logistics, Chennai

Confederation of Indian Industry



Dr. R.L. Raina

Dr. R.L. Raina

Vice Chancellor

JK Lakshmipat University

Jaipur, Rajasthan

Witnesses: (Signature, name & address)

Dr. K Bhanumathi

Dr. K Bhanumathi

Director

CII- Institute of Logistics

Chennai

Dr Manoj Bhatia

Dr Manoj Bhatia

Associate Dean

Institute of Management

Jk Lakshmipat University, Rajasthan

**PARTNER ACCEPTANCE DOCUMENT
INDIA**

A-201, Supreme Business Park,
Hiranandani Gardens,
Powai, Mumbai -400 076
+91 22 3987 8888 | www.redhat.com



Parties	
Partner information	Red Hat India Private Limited.
Company name: JK LakshmiPat University	Contact Name: Abhijeet Roy
Address: Near Mahindra SEZ, P.O. Mahapura, Ajmer Road, Jaipur - 302 026	Email: aroy@redhat.com
Contact name: Prof. Dr.-Ing. Anupam Kumar Singh	Tel.no. +91 -22-39878888
Email: sysadmin@jkl.edu.in	Fax: +91-22-39878899
Telephone: +91-141-7107 504	

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.

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 www.redhat.com/licenses/partners/ .

Additional Terms

Please sign below and fax this Partner Acceptance Document to +91-22-39878889 or send a pdf file by e-mail to aroy@redhat.com. Also, please courier the original signed document to Abhijeet Roy. 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.

JK LakshmiPat University

Signature

[Signature]

Printed Name

Prof. Dr.-Ing. Anupam K. Singh

Title

Director - Institute of Engineering and Technology, JKLU

Date

12/12/2016

DIRECTOR

Institute of Engineering and Technology
JK LakshmiPat University
JAIPUR (Rajasthan)

Red Hat India Private Limited

Signature

[Signature]

Printed Name

SOVIK BROMHA
DIRECTOR FINANCE

Title

Date

10/1/2017

1. Purpose

Red Hat designs programs for its partners ("**Programs**") to promote Red Hat Products, enhance the satisfaction of Red Hat's End Users and augment the expertise and resources of partners. Partner's participation in a Program(s) is governed by (a) Partner Acceptance Document including these Partner Terms and Conditions; (b) the applicable Program Appendix(ices) which have been agreed to by the Parties; and (c) any transaction documents (subject to this Agreement) for Red Hat Products and/or Services (each, an "**Order Form**").

"**Red Hat**" means Red Hat India Private Limited with a principal place of business at 02nd Floor, A-201 Supreme Business Park, Hiranandani Gardens, Powai Mumbai- 400 076. Red Hat "**Products**" and "**Services**" mean the specific Red Hat branded offerings set forth in a Program Appendix. The "**Software**" means the Red Hat branded software contained in the Red Hat Products, including any Updates in any form (e.g. binary, source or recompiled), that are delivered by or obtained from Red Hat, directly or indirectly, provided that Software does not include optional third party software set forth at <https://www.redhat.com/licenses/thirdparty/eula.html>. "**Updates**" mean software fixes, upgrades, enhancements, additions, corrections and modifications, if and when available. Red Hat and Partner are collectively referred to as the "**Parties**" and may be referred to individually as a "**Party**". "**End User**" is defined in the Program Appendices.

2. Programs, Application Process and Acceptance

Program Appendices and Program Guides may be amended by Red Hat at the time of renewal of the applicable Program Appendix, provided if you do not agree with the terms of the new Program Guide, you may elect not to renew the applicable Program Appendix subject to the terms of such Program Appendix. Unless otherwise agreed in writing, any subscriptions for Red Hat Products or Services purchased under a Program Appendix will commence upon the earlier of (a) the first use of such Product or Service, (b) the purchase date of such Product or Service or (c) the commencement date set forth in the Order Form.

3. Affiliate Authorizations

Partner's Affiliate(s) may participate in a Program only upon (a) approval by Red Hat, including with regard to Program level and credit terms, and (b) execution of a written participation agreement with Red Hat or its Affiliate(s) to bind the Partner Affiliate to this Agreement. "**Affiliate**" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a Party, where "control" is the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

4. Territory

Partner may participate in the Program(s) only in the Territory designated in this Agreement. Red Hat and Partner may elect to expand the Territory, add Affiliates and/or establish different terms and conditions (e.g. currency, taxes, entities, etc.) by mutual written agreement, which may take the form of a Partner Acceptance Document or written participation agreement subject to this Agreement.

5. Fees

Fees, if applicable, will be as indicated in each appropriate Program Appendix and/or Order Form, and will be due and payable as set forth in such Program Appendix or Order Form subject to this Agreement. All amounts owed under the Agreement are to be paid in Indian Rupees unless specified otherwise.

6. Billing, Payment and Taxes

If Partner acquires Red Hat Products and/or Services directly from Red Hat, Red Hat will invoice Partner as set forth herein and may require receipt of a purchase order for any amounts due to Red Hat; provided, however, that any terms contained in a purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Partner must pay all sums due to Red Hat either (a) net thirty (30) days from the date of invoice if Red Hat has approved Partner for such credit terms or (b) if Partner has not been approved for net thirty (30) day credit terms, then on a prepaid basis, in each case without regard to when or whether Partner collects payment from its customer(s). Partner will reimburse Red Hat for all costs and expenses incurred by Red Hat in connection with the collection of overdue amounts, including without limitation reasonable attorneys' and/or legal fees. All amounts payable shall be exclusive of any Taxes. Partner will pay to Red Hat, in addition to any amounts due to Red Hat for Red Hat Products or Services, an amount equal to any Taxes arising from or relating to this Agreement that are paid or are payable by Red Hat unless Partner presents Red Hat with a valid tax exemption or resale certificate. "**Taxes**" means any form of taxation of whatever nature and by whatever authority imposed, exclusive of any taxes based on the net income of Red Hat. In the event of a cross-border transaction, if Partner is required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Red Hat, then the sum payable to Red Hat will be increased by the amount necessary for Red Hat to receive an amount equal to the sum it would have received had no withholdings or deductions been made, unless Partner provides Red Hat with the original withholding tax documentation that is sufficient for Red Hat to apply for and obtain a tax credit for the full withheld amount. The Parties will work together in good faith to minimize adverse tax consequences to Red Hat created by cross-border transactions. Any payments more than thirty (30) days past due will be subject to a late fee of one and one-half percent (1 ½%) per month, or the maximum rate allowable by law, whichever is less.



7. Verifications

During the Term and for at least two (2) years thereafter, Partner will keep and maintain commercially reasonable written records regarding Partner's use and distribution of the Red Hat Products and Services and business activities related to the Program(s) ("Records"). Red Hat may, at its own expense, verify the Records to determine Partner's compliance with this Agreement. This verification may take the form of requests for information, documents or records (to which Partner will respond promptly), on-site visits (for which Partner shall grant Red Hat the requisite access), or both. The Parties will act reasonably and cooperate with each other in respect of such verifications. Any on-site visit will occur during regular business hours and will not interfere unreasonably with Partner's business. For an on-site visit, Red Hat will give Partner at least thirty (30) day's prior written notice.

8. Trademarks

8.1 The term "Red Hat Marks" means the trademarks owned by Red Hat or a Red Hat Affiliate that are set forth in an applicable Program Appendix. Red Hat grants Partner a non-exclusive, non-transferable, royalty-free, revocable license in the Territory and during the Term to use the Red Hat Marks solely in connection with the marketing and distribution of Red Hat Products and/or Services as permitted in this Agreement, without the right to sublicense. Partner agrees to use the Red Hat Marks only as stated in this Agreement, and in doing so, to follow the standards of quality established by Red Hat and to adhere to the trademark usage guidelines found at: <http://www.redhat.com/about/corporate/trademark/guidelines> as amended from time to time and any other trademark terms contained in a Program Appendix (the "Red Hat Trademark Guidelines"). Any other use of Red Hat Marks is not permitted. Partner will provide Red Hat with representative samples of the use of Red Hat Marks contained within any materials including web pages, marketing, advertising, promotional and collateral materials ("Promotional Materials").

8.2 All goodwill created by the use of Red Hat Marks by Partner is for the sole benefit of, and accrues to Red Hat. Partner acquires no right, title or interest in Red Hat Marks or the goodwill associated with them, other than the right to use Red Hat Marks in accordance with this Agreement. Partner will not challenge the validity of Red Hat Marks, nor assist anyone in challenging their validity. Partner agrees not to make any application to register any Red Hat Mark or any domain names containing a Red Hat Mark, and not to use or register any trade name, trademark, service mark, slogan, logo or domain name that is confusingly similar to, or a reference to, any Red Hat trade name, trademark or service mark during or after the Term of this Agreement. Partner may not disparage Red Hat, Red Hat Marks or Red Hat Products.

9. Additional Requirements

9.1 Red Hat reserves all rights not expressly granted in this Agreement and all rights not expressly granted to the Red Hat Products and Services (including rights under any trademarks, copyrights, patents or other intellectual property of Red Hat). Partner will not use Red Hat Products or Services to create an offering competitive with Red Hat, directly or indirectly, or, unless specifically permitted in this Agreement, for the benefit of any other person or entity or permit any third party to make such use. If Red Hat determines that any of the Red Hat Products or Services is being used (in whole or in part) by Partner in any way to (a) avoid paying fees that would otherwise be due hereunder, (b) provide Services to third parties outside of the scope of a Program or (c) create revenue without payment of fees to Red Hat for Red Hat Products or Services, Red Hat may immediately suspend performance and/or terminate this Agreement and any Program, and reserves its rights to exercise any and all legal and equitable remedies available to it.

9.2 For each Red Hat Product (or Partner product that incorporates a Red Hat Product or Service, in whole or in part) that Partner sells to an End User under a Program Appendix, Partner shall purchase the equivalent Red Hat Product with respect to such conditions as the term (1 or 3 years) and support level. For example, if the End User purchases a one year 24x7 support level Red Hat Enterprise Linux product from Partner, Partner shall purchase a one year Premium (24x7) Red Hat Product from Red Hat. Similarly, Partner is only authorized to resell the complete Red Hat Product it purchased and is not permitted to decouple the Red Hat Product or sell it in parts. For example, Partner will not purchase a one year Red Hat Product from Red Hat and then break it into multiple shorter increments of time for resale. Partner will work with Red Hat to ensure that its resale of Red Hat Products to End Users is consistent with the terms for the Red Hat Products purchased.

9.3 Without limiting the generality of Sections 9.1 or 9.2 above, Partner agrees: (i) not to modify the Red Hat Products in any manner unless agreed to by Red Hat in writing and (ii) not to use or resell the Red Hat Products in any manner or for any purpose not permitted by this Agreement, including, without limitation, for Partner's own internal or production use, other than as may be expressly permitted in the applicable Program Appendix or by any applicable mandatory rule of law. For certain Programs and only during the term of the Program, Red Hat may provide Partner with access to non-production, evaluation, development kits and/or not for resale (aka "NFR") Red Hat Products for the sole purpose of testing and/or supporting its partners and/or End Users on issues related to Partner's rights and obligations hereunder. Should Partner resell or use its access to such Red Hat Products for Partner's own internal or production use other than as expressly permitted in the applicable Program Appendix, Partner agrees to purchase the appropriate Red Hat Product(s) under Red Hat's standard terms for such resale and/or use, and to pay the applicable fee for all periods. This Agreement establishes the rights and obligations associated with Red Hat's Programs, Products and Services, and is not intended to limit Partner's rights to software code under the terms of an open source license.

10. Intellectual Property

Partner agrees that all trade name, trademark, service mark, copyright, patent, trade secret, domain name and all other intellectual and industrial property rights anywhere in the world, including moral rights, and all applications, provisional applications, registrations, continuations and renewals thereof, and all associated goodwill (present or future) in and to the Red Hat Products, are and will, as among the parties, be owned by and vested in Red Hat or its licensors, notwithstanding any use of terms such as "purchase," "sale" or the like within this



Handwritten signature

Agreement. Red Hat may provide access to third party software programs with the Red Hat Software that are not part of the Red Hat Software. These third party programs are (a) not required to run the Red Hat Software, (b) provided as a convenience, and (c) subject to their own license terms. The license terms either accompany the third party software programs and/or may be viewed at <http://www.redhat.com/licenses/thirdparty/eula.html>. If Partner does not agree to abide by the license terms for the third party software programs, then Partner may not install, use or distribute them.

11.Limited Warranties, Limitation of Liability, Disclaimer of Damages and Insurance and Indemnity

11.1 General Representations and Warranties. Red Hat represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with Partner; and (c) to Red Hat's knowledge, Red Hat branded Software does not, at the time of delivery to Partner, include malicious code for the purpose of damaging or corrupting the Software.

11.2 Disclaimer of Warranties. EXCEPT AS SET FORTH IN SECTION 11.1 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RED HAT PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. Partner will make no representations or warranties on behalf of Red Hat regarding the Red Hat Products or Services in connection with the distribution of the Red Hat Products or Services or otherwise.

11.3 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ALL EVENTS AND CIRCUMSTANCES, RED HAT'S AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY TO PARTNER AND ITS AFFILIATES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY ORDER FORM HEREUNDER, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE TOTAL AMOUNT PAID TO RED HAT AND ITS AFFILIATES BY PARTNER AND ITS AFFILIATES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY FOR THE RED HAT PRODUCT OR SERVICE THAT IS THE SUBJECT MATTER OF THE CLAIM OR U.S. \$5,000.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATION SHALL NOT APPLY TO CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF RED HAT OR ITS EMPLOYEES.

11.4 Disclaimer of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANY ORDER FORM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RED HAT OR ITS AFFILIATES BE LIABLE TO THE PARTNER OR ITS AFFILIATES FOR: ANY CLAIM BASED UPON A THIRD PARTY CLAIM; ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF RED HAT OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Without limiting the generality of the foregoing disclaimer, Red Hat Products and Services are not specifically designed, manufactured or intended for use in (a) the planning, construction, maintenance, control or direct operation of nuclear facilities, (b) aircraft navigation, control or communication systems, weapons systems or (c) direct life support systems. Partner agrees that it is solely responsible for the results obtained from the use of the Red Hat Products and Services.

11.5 Insurance and Indemnity. Partner shall put in place and at all times maintain during the Term and for two (2) years thereafter, at its own cost and expense, appropriate and sufficient commercial general liability insurance with a reputable insurance company to cover the activities of Partner contemplated in this Agreement. The premiums for these policies of insurance shall be the responsibility of Partner. Upon request, Partner will provide Red Hat certificates of insurance for all insurance coverage. Partner will indemnify and hold harmless Red Hat from any and all liability, losses, costs, damages or expenses, including reasonable attorney's, solicitor's or legal fees and costs, resulting from or arising out of third party demands or claims against Red Hat relating to any of Partner's actions including, but not limited to, performance or non-performance under this Agreement.

12. Publicity and Confidentiality

12.1 Publicity. Partner will keep confidential and will not disclose, market or advertise to third parties the terms of this Agreement (including the fees paid hereunder). Partner or Red Hat may reference its relationship with the other, in the normal course of business including during earnings calls, discussions with analysts, meetings with the press, customer briefings, general marketing activities and in regulatory filings. Neither Party will issue formal press releases or other similar activities referencing the other Party without the written consent of the other Party.

12.2 Confidential Information. The parties agree that Confidential Information provided under this Agreement will be held and maintained in confidence and each Party will use at least the same degree of care to protect such Confidential Information that it uses to protect its own confidential information, but in no event less than reasonable care. The recipient may use Confidential Information of the other Party only for the purposes of exercising its rights and fulfilling its obligations under this Agreement. Confidential Information may be disclosed only to Affiliates, employees, agents and contractors with a need to know, and to its auditors and legal counsel, provided in each case they are under a written obligation or legal duty to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. "Confidential Information" means all information and materials disclosed by either Party to the other



[Signature]

during the Term that is either marked confidential or, by the nature of the information or the circumstances surrounding its disclosure, would reasonably be considered confidential. Confidential Information does not include information that (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the disclosing Party without obligation of confidentiality; (ii) is known to the recipient at the time of disclosure by the disclosing Party; (iii) is independently developed by the recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the recipient without restriction from a source having the lawful right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the recipient; or (vi) is software code in either object code or source code form that is licensed under an open source license. Both Parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information.

13. Termination

13.1 Term. This Agreement begins on the Effective Date and continues until the expiration or termination of all applicable Program Appendices ("Term"). The term of each Program Appendix is independent of the term of any other Program Appendix. "Effective Date" means the first date when both Parties have fully accepted or signed the Agreement.

13.2 Termination by Red Hat or Partner. Red Hat may (without prejudice to any other right or remedy) terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) for any reason at any time upon ninety (90) days prior written notice to Partner. If Partner or Red Hat breaches the terms of this Agreement, and the breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party (except for payment obligations, in which case five (5) days), then the other party may, by giving written notice of termination to the breaching party, terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) without prejudice to any other right or remedy; unless a shorter cure period is otherwise stated under this Agreement or in the applicable Program Appendix and provided that no cure period is required for a breach of Sections 8, 9.1, 12.2 or 14.3 hereof.

13.3 Effect of Agreement Termination or Expiration. Termination or expiration of this Agreement in whole for any reason will immediately terminate Partner's participation in any and all Programs. Upon such termination or expiration, Partner will immediately (i) cease referring to itself as a Red Hat Partner, or any other title associated with the Program, and using those titles in any communication or advertising; (ii) to the extent applicable, cease all promotion, demonstration, sale(s) and distribution of the Red Hat Products and/or Services; (iii) cease all use of the Red Hat Marks; (iv) return or destroy, at Red Hat's option, all printed materials containing Red Hat Marks, including all documentation and Promotional Materials; and (v) remit all fees due to Red Hat within fifteen (15) days of such termination or expiration. If the termination is not the result of a Partner breach, the Partner will be entitled to sell, for a period of no longer than sixty (60) days after termination, any of its inventory of Red Hat Products (subject to this Agreement) for which Red Hat has been fully paid and that are required to fulfill any unperformed contracts of Partner outstanding at the date of termination or expiration. All rights and obligations of the Parties under this Agreement and all applicable Program Appendices will terminate immediately, except that obligations under Sections 6, 7, 8.2, 10, 11.2 - 11.5, 12, 13.3 - 13.4, 14.1 - 14.3, 14.5, and 15 hereof, and any Partner payment obligations will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any End User.

13.4 No Compensation. Upon termination or expiration of this Agreement for any reason or at any time, Red Hat will have no obligation to Partner (except as Red Hat otherwise may be liable to Partner for Red Hat's material breach of this Agreement), or to any employee, agent or representative of Partner, for compensation or for damages of any kind, whether on account of the loss by Partner or such employee, agent or representative of present or prospective sales, investments, compensation or goodwill. Partner hereby indemnifies and holds Red Hat harmless from and against any and all claims, costs, damages and liabilities whatsoever asserted by any employee, agent or representative of Partner under any applicable cancellation, termination, labor, social security, payments under national insurance, or other laws or regulations.

14. General Provisions

14.1 Governing Law and Venue. This Agreement shall be governed by and construed according to the laws of the Republic of India, excluding the conflict of laws, provisions thereof. All disputes, differences or questions arising out of this Agreement including the interpretation of the terms herein or with regard to the obligations, failure or breach of any terms thereof by any of the Parties and/or compensation/damages payable under this Agreement or of any matter whatsoever arising under this Agreement, which have not been settled amicably within thirty (30) days from the commencement of informal negotiation, shall be referred by either Party to arbitration in accordance with the Arbitration and Conciliation Act 1996 (laws of India) and the award made in pursuance thereof shall be binding on the Parties. The seat of Arbitration shall be in Mumbai, India. The proceedings of arbitration shall be conducted in English. The arbitral tribunal shall consist of one (1) arbitrator to be appointed by the mutual agreement of the Parties, failing which the appointment shall be made under the terms of the said Arbitration and Conciliation Act. The decision or award so given by the arbitrator shall be final and binding on the Parties hereto. Any Party may at any time without regard to any notice periods required by the provisions hereof, and as often as is necessary or appropriate, seek interlocutory, provisional or interim relief or remedies from any court of competent jurisdiction (including, without limitation, to the extent available under applicable law, a temporary restraining order or preliminary injunction).

14.2 Notices. All notices, consents, waivers and other communications required or permitted by this Agreement must be in English, in writing, and will be deemed given when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with written confirmation of transmission by the transmitting equipment delivered promptly



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thereafter; or (c) received by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated hereafter (or to such other address, facsimile number, e-mail address or person as a party hereto may designate by notice to the other parties hereto): For Partner: the most current address/fax number indicated by Partner to Red Hat in writing; . For Red Hat: A-201 Supreme Business Park, Hiranandani Gardens, Powai, Mumbai – 400 076 with a copy to: VP, Business Affairs, Red Hat, Inc., 100 East Davie Street, Raleigh, North Carolina 27601; Facsimile: +1 (919) 754-3729.

14.3 Compliance with Law and Export Controls.

14.3.1 As between Red Hat and Partner, Partner (a) understands that countries, including the U.S., may restrict the import, use or export of encryption products and other controlled materials (which may include Red Hat Products, Services or related technical information) ("**Controlled Materials**"); (b) will be solely responsible for compliance with any such import, use, or export restrictions in connection with Partner's use, sale and/or distribution of Controlled Materials; and (c) will be the importer and exporter of record of the Controlled Materials that Partner uses, sells and/or distributes, and is responsible for all associated obligations, including but not limited to, paying all import duties and tariffs, and obtaining any required regulatory approvals, registrations, and export and import licenses.

14.3.2 Partner will comply with all applicable laws and regulations including all applicable anti-corruption laws and regulations, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act (collectively, the "**Anti-Corruption Laws**"), and will not engage in conduct that would cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. Among other conduct, the Anti-Corruption Laws prohibit Partner, directly or indirectly, from receiving anything of value from, or offering anything of value to, either private parties or government or public officials with the intent that the recipient perform improperly a relevant function or activity or a person be rewarded for improper performance. A government or public official includes employees and officers of a government agency, department or instrumentality, as well as the employees or officers of government-owned or government-controlled companies, public international organizations, political parties and candidates for political office. Partner represents and warrants that none of its significant shareholders, owners, partners, officers or directors ("**Partner Officials**") is a government or public official and that if any of the Partner Officials becomes a government or public official, Partner will immediately notify Red Hat in writing in accordance with the terms of this Agreement. Partner will not permit its resellers or partners to do anything that would violate or cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. If Red Hat believes that Partner (or any of its resellers or partners) has breached or may breach any of the provisions of this Section or a notice is provided pursuant to this Section, Red Hat may immediately terminate the Agreement or stop performing its obligations (including making payments, if applicable) without any liability to Partner.

14.3.3 As required by U.S. law, Partner represents and warrants that it: (a) understands that certain of the Controlled Materials are of U.S. origin and subject to export controls under the U.S. Export Administration Regulations (the "**EAR**"); (b) is not located in any country listed in Country Group E:1 in Supplement No. 1 to part 740 of the EAR; (c) will not export, re-export or transfer the Controlled Materials to (1) any prohibited destination, (2) anyone who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government or (3) any end user who Partner knows or has reason to know will use them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, or unmanned air vehicle systems; and (d) understands and agrees that if it is in the United States and exports, re-exports or transfers the Controlled Materials to eligible end users, it will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the U.S. Commerce Department's Bureau of Industry and Security, that include the name and address (including country) of each transferee.

14.3.4 Partner will not engage in any activity that is prohibited under the Anti-boycotting Act (50 USCA 2407, Part 760).

14.3.5 Partner acknowledges that Red Hat may be prohibited from providing Controlled Material(s) if Red Hat has knowledge or reason to believe that a violation of the applicable law will or has occurred.

14.4 **No Assignment.** This Agreement is only assignable by Partner with Red Hat's prior written consent. Any assignment made by Partner without Red Hat's prior written consent will be void and Red Hat will not be required to recognize the assignment. Red Hat may assign any or all of its rights and delegate or novate any or all of its obligations hereunder without the prior approval of Partner. At the request of Red Hat, Partner will execute any papers or documents reasonably necessary to give effect to such assignment or novation. Partner shall promptly notify Red Hat of any material change to its ownership structure.

14.5 **Independent Contractor.** Partner and Red Hat are independent contractors for all purposes, without express or implied authority to bind the other. Neither Party nor its employees, agents or contractors is entitled to any employee benefits of the other. Each Party will be responsible for all costs and expenses incident to performing its business. Nothing in this Agreement shall be deemed to constitute a partnership or to create a relationship of principal and agent between the Parties for any purpose.

14.6 **Force Majeure.** Neither Party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control. Upon the occurrence of any of the foregoing, the date of performance will be deferred for a period of time equal to the time lost by reason of the delay. This section does not relieve either Party of its obligation(s) to make payments.

15. Miscellaneous.

(a) All headings contained in this Agreement are inserted for identification and convenience, and will not be deemed part of this Agreement for purposes of interpretation. (b) If any provision of this Agreement is held invalid or unenforceable for any reason, but would



Signature

be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the Parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement. (c) The delay or failure of either Party to exercise any rights hereunder will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the Party against whom such waiver or forfeiture is sought to be enforced. (d) This Agreement will constitute the exclusive terms and conditions with respect to the subject matter of this Agreement, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Partner, including subsequent to the date of this Agreement. This Agreement contains the final, complete and exclusive statement of the agreement between the Parties with respect to the transactions contemplated herein and all prior written agreements and all prior and contemporaneous oral agreements with respect to the subject matter of this Agreement are contained herein. If there is a conflict between the Partner Terms and Conditions in this Appendix 1 and any applicable Program Appendix, Program Guide(s), End User License Agreement or any other Program literature, the terms will be interpreted in the following order (1) the applicable Program Appendix, (2) the Partner Terms and Conditions, (3) the End User License Agreement, (4) the Program Guide and (5) any other Program literature. (e) Except as otherwise provided in Section 2, this Agreement may not be changed except by written instrument signed by authorized signatories of the Parties, that makes specific reference to this Agreement. (f) This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The Parties may exchange electronic signatures and signature pages electronically and such signatures will be effective to bind the Parties. (g) The Parties acknowledge that they have each reviewed and participated in settling the terms of this Agreement. Furthermore, the Parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation or construction of this Agreement.

16. Authorized Signatures.

Partner may assent to this Agreement by (i) accepting this Agreement in an on-line transaction at the Partner Portal (<http://www.redhat.com/en/partners>) or a Red Hat designated successor to such URL, (ii) electronically signing the document via a Red Hat acceptable electronic signature tool and emailing to the email address identified in (a) below, or (iii) signing a physical copy of this Agreement and forwarding ALL pages of the signed Agreement via (a) email to globalcontracts@redhat.com via pdf, (b) fax to +65-6490-4201, or (c) mail to Red Hat Asia Pacific Pte Ltd, Attn: Contract Administrator, 8 Shenton Way, #10-00, Singapore 068811.



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JAIPUR (Rajasthan)

1. **Background and Purpose.** The 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.

2. **Definitions.**

"**Partner**" means a qualified university, academic institution, or entities with a workforce development program who 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.

"**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.

"**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.

"**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.

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

Manuals means those manuals used by Red Hat instructors in instructing Technical Training courses. Manuals are different from the Course Materials and shall not be used in or brought into the Courses.

Program Subscription Fee. Annual subscription fee paid by Partner that provides Curriculum, Software and Services to the Partner and enables Partner will teach the Curriculum to Students.

"**Services**" means Learning Services and support services provided as part of the Program

"**Student**" is an person or persons 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 Fee**" shall mean the per student per Course fee set forth in Exhibit A of this Appendix, if applicable.

"**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.

"**Technical Training**" means the courses and certification exams offered publicly and commercially by Red Hat on an open enrollment or on-site basis, including the Manuals used by Red Hat instructors in instructing technical training courses and the Student Manuals included in the Course

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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 Student; (b) Curriculum are provided solely for the use by 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 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. 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, 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, based upon the Partner level in Exhibit A, in conjunction with the promotion of Partner providing Red Hat Academy Courses to Students. Partner may use Red Hat Distinguished Academy Logo set forth in Exhibit B if all Partner's Teachers are certified Red Hat Professionals in the for the Red Hat Software Courses they teach. All other Partners may use the Red Hat Academy Logo set forth in Exhibit B. Partner may not use this logo in general advertisements or marketing materials that do not specifically address 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 copy-right 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.

4. Fees and Payment

- 4.1 **General.** Program Subscription Fee, Student Fees and any other fees or charges ("Fees") will be due and payable by Partner upon the Effective Date and in accordance with the Agreement. Partner shall purchase from an authorized Red Hat Academy Program Reseller. Partner may purchase from Red Hat directly upon Red Hat's written approval. 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 those Fees from Red Hat.
- 4.2 **Direct.** If purchased 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. If applicable, Partner will reimburse Red Hat for all reasonable expenses Red Hat incurs in connection with the performance of Services. 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



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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. Partner agrees to reimburse Red Hat for its reasonable, properly documented expenses incurred in performing the Services including travel, lodging and non-routine supplies, in accordance with Red Hat's travel and expense policies.

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 and Termination**

- 6.1 **Term.** The term of this Program shall be one (1) year unless otherwise specified on page 1 (the "Initial Term"). Thereafter, the term for Services shall renew for successive terms of one (1) year each (each, a "Renewal Term") on the anniversary of the Initial Term unless otherwise specified on page 1, or if 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.

- 6.2 **Termination.** Notwithstanding anything to the contrary Red Hat may terminate this Appendix 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.

- 6.3 **Survival.** Upon expiration or termination, all rights and obligations of the Parties under this Appendix will terminate immediately except, Section 5, 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.

7. **Partner's Certified Professionals.**

Partner's Red Hat Certified Professionals: To be provided



A handwritten signature in blue ink, appearing to read "H. D. S." followed by a flourish.

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EXHIBIT A
RED HAT ACADEMY PROGRAM SUBSCRIPTION



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

(a) Authorization and access to, and use of, the Curriculum and support in accordance with the terms set forth at <http://www.redhat.com/training/red-hat-academy.html> and as provided herein. The Program Fee includes Courses for thirty (30) Students (i.e. Student Fees for 30 Students). Additional Student access and may be purchased separately on a per Student basis Student Fee(s).

(b) Red Hat may provide support as set forth at <http://www.redhat.com/training/red-hat-academy.html>.

(c) Exams and exam delivery are not included in the Red Hat Academy Subscription and may be purchased separately as set forth at <http://www.redhat.com/training/red-hat-academy.html>.

(e) Standard Course offering in the RHA are set forth at <http://www.redhat.com/training/red-hat-academy.html>.

(f) Partner may use Red Hat Distinguished Academy Logo set forth in Exhibit B if all Partner's Teachers are certified Red Hat Professionals in the for the Red Hat Software Courses they teach. All other Partners may use the Red Hat Academy Logo set forth in Exhibit B.

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) Teachers shall satisfy the requirements set forth for Teacher Certification(s) and Technical Training (not included under the Program) in accordance with the terms set <http://www.redhat.com/training/red-hat-academy.html>.

(c) Partner advertising and marketing requirements shall be as set forth at <http://www.redhat.com/training/red-hat-academy.html>.

(d) Partner must notify Red Hat of the number of Students in each Course when the Course begins.

(e) Partner shall maintain the following Red Hat Certified Professionals : To be provided

3. Red Hat Academy Subscription Fees. Partner shall pay the Program Fee annually before the beginning of each Term. Courses, purchased on a per Student basis, and Additional Services may be purchased for the applicable Student Fee(s). Courses and Additional Services can be ordered by Partner from a Red Hat Academy Reseller. All Red Hat Services purchased during the Term must be used within each the one year Term in which it was purchased or such Red Hat Services shall be forfeited.



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JAIPUR (Rajasthan)

Red Hat Academy:



redhat.
ACADEMY



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EXHIBIT C
RED HAT ACADEMY, COURSES, AND ADDITIONAL SERVICES

Red Hat Services

SKU	Title	Description	Term
RHA500	Red Hat Academy Standard Program: Add-on Lab or Campus in addition to RHA500 entitlement	Access for 20 Certification Track Training Course Seats to approved Red Hat Academy courses (e.g. RH124 + RH134, RH254, CL210, JB225, or JB248), 20 Certification exams that may be delivered in person or by Individual Exam Sessions (e.g., EX200, EX300, EX210, EX225, or EX248), one (1) lab system (RHA502), and benefits in accordance with Red Hat Academy Policies.	1 Year
RHA501	Red Hat Academy Standard Program: Add-on Student and Exam	One (1) Certification Track Training Course Seat added to an RHA500 or RHA600, and One (1) Red Hat Certification Exam.	Note 1
RHA502	Red Hat Academy Standard Program: Add-on Lab or Campus in addition to RHA500 entitlement	One (1) lab system in addition to an RH500 or RH600.	Note 1
RHA600	Red Hat Academy Basic Program	Access for 20 Certification Track Student Course Seats to approved Red Hat Academy courses (e.g., RH124 + RH134, RH254, CL210, JB225, or JB248), one (1) lab system (RHA502), and benefits in accordance with Red Hat Academy Policies.	Note 1
RHA601	Red Hat Academy Basic Program: Add-on Student	One Certification Track Training Course Seat added to an RHA500 or RHA600.	Note 1

Note 1: All Red Hat Services purchased during the Term must be used within each the one-year Term in which it was purchased or such Red Hat Services shall be forfeited.



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MEMORANDUM OF UNDERSTANDING
AND
IMPORTANT TERMS AND CONDITIONS
FOR ESTABLISHING SAP ACADEMY
(SAP ERP SITE LICENSES)

Between

SAP EDUCATION PARTNER, PRIMUS TechSystems Private Limited, PUNE
&
JK LAKSHMIPAT UNIVERSITY, JAIPUR

The SAP ERP Site Licenses which is offered to JK Lakshmipat University, Jaipur campus is the Business Suite 7.0 (SAP Site License R3) as per the latest Certification version.

The site license content along with the full support, services and partnership will be valid for the student enrolled during the contract period of 24 months and till the completion of the enrolled students. The support, services and partnership will be valid till the contract period and after the expiry of the contract period of 24 months, the site license contract content will be available with the college and the same can be used till they wish to.

Responsibilities of SAP Education Partner: PRIMUS TechSystems Private Limited

- **SAP Partner will support, service for SAP ERP Site Licenses as follows:**

24 months validity (July 2017 till August 2019) for 900 logins (Concurrent users at any given point of time) for bundled along with the preparation and installation of LMS and SAP software platforms.

- **Extension of Association**

As per the price card updated for SAP Site Licensing Program as of January 2017, the total contract value is INR 60, 00,000 of the project for 800 logins for beginners and 100 logins for Expert modules will be freshly provided during the site license contractual period of 24 months (July 2017 till August 2019).

- **Freedom of Choice of the total licenses**

JK Lakshmipat University, Jaipur has the freedom of choice (SAP FI, SD, MM, HCM, and ABAP modules) to utilize all the 800 logins for beginners and 100 logins procured as per the contract.

- **Preparation & installation of SAP Student Academy – Site Licensing Program from JK Lakshmipat University, Jaipur campus (*sample of Delivery Acceptance report attached as Annexure*)**

- PRIMUS will do all necessary installation of servers, setting up of SAP labs and give support for SAP Site Licensing Program covering 06 SAP modules and would be responsible for providing continual support as and when required.
- JK Lakshmipat University, Jaipur will provide a System Administrator to manage local site for day to day task



- **Delivery high-quality training**
 - 'Train The Trainer' Program (T-T-T for max & upto 30 faculties)
 - PRIMUS will take special efforts to ensure and conduct high standards of quality delivery of training on SAP module wise T-T-T to all the identified and nominated faculties by JK Lakshmipat University, Jaipur
 - 32 hrs (04 full days) of T-T-T program on SAP overview
 - 80 hrs (10 full days) of T-T-T program on SAP functional (SAP FI, SD, MM, HCM modules) and (SAP ABAP modules) technical module.
 - T-T-T program would be oriented towards understandings domain aspect, respective SAP modules and execution of SAP courses offered under SAP Student Academy program at the campus
 - PRIMUS & SAP will conduct training on System Administration profiles identified by the University.
- **Additional activities carried out by PRIMUS under this program**
 - Additional cost would be charged if trainer support for executing any other instructor led activity is required by JK Lakshmipat University, Jaipur campus. University will arrange for accommodation, TA and DA etc.
 - **Facilitating the university as a nodal center** – SAP Partner and University as a nodal center can identify candidates and target to offer SAP program from your University. If the consumption of licenses are more than the specified limit in the agreement (800 + 100 logins), JK Lakshmipat University, Jaipur will be charged extra on pro-rata basis and training services will be at additional cost. PRIMUS will support college and guide to create required marketing collaterals to market the SAP programs and also help/ assist in doing some awareness program on demand basis. If SAP or PRIMUS to do any activities like workshops/ meet/ product launch to utilize your SAP trained faculties only if they are SAP Global Certified for any such relevant assignments or training or workshops.
 - Support in planning training delivery and execution roadmap in consultation with University's single point of contact
 - Support JK Lakshmipat University, Jaipur in designing evaluations for mid and course end evaluation for each of the SAP module
 - SAP info-sessions (once in a quarter) for creating awareness about SAP student academy – site licensing program at JK Lakshmipat University, Jaipur campus
 - Bring industry speakers (once in a quarter) to interact with students and trainers for knowledge sharing. Additional session of industry experts if required would organize at additional cost.
 - Support for the JK Lakshmipat University, Jaipur in spreading awareness and building marketing campaign.
 - Support the JK Lakshmipat University, Jaipur while conducting Press conferencing during the SAP education / Site Licensing Program launch (press note to be approved by SAP India)

Signature



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- **Engagement of SAP certified students in internship (Academic/ Industry) based on SAP Best practices**

SAP certified students would be provided with opportunities to work in SAP internship assignments with PRIMUS Pune and/ or with different SAP Practicing clients. PRIMUS will ensure to engage certified candidates however not all companies provide stipend/ internship allowances/ salaries during internship program since these interns do not contribute in production directly/ do not replace functioning consultants from day one/ are in assisting mode till the completion of internship program and PRIMUS is not committed to pay any kind scholarship or stipend allowances. JK Lakshmipat University, Jaipur and its candidates cannot claim on any particular status/ brand/ type of companies for any such internship projects assignments. Candidates should be flexible to travel and for relocation across India, if required.

- **Placement support**

- PRIMUS will conduct CAT (Common Assessment Tests) to check industry placement readiness of students undergoing SAP courses and completed respective SAP modular courses.
- SAP and PRIMUS will provide 100% placement assistance for all SAP global certified students of JK Lakshmipat University, Jaipur irrespective of any department or courses. For those who do not have attained global certification 03 interview opportunities would be given. The salary ranges as on 2017 for fresher's 3.0 to 4.5 lacs per annum for graduates and SAP certified candidates. At the time of placement students should be in the final year (B.Tech/ M.Tech/ BE/ MBA/ B.Com/ BBA etc) and SAP global certification before appearing for the interview and taking jobs.

Placement approach would be in 2 ways regular ongoing placement support and PRIMUS SAP Career Fest Event. PRIMUS will keep on floating database of such SAP certified candidates with recruiting partners for fetching opportunities to give interview. PRIMUS will also allow these candidates to take part in PRIMUS SAP Career Fest event. Kindly note that all eligible students should be ready to take jobs in any location across India.

- **The program by PRIMUS covers following SAP courses –**

Beginners level course - ERP overview (SAP 01)

Export level courses

1. Financial Management (SAP FI)
2. Human Capital Management (HCM)
3. Sales & Distribution (SAP SD)
4. Materials Management (SAP MM)
5. Advanced Business Application Programming (SAP ABAP)

Except SAP 01 (40 hrs of common overview program) all other SAP functional & technical modular courses are of 160 hrs each.

- Upon completion of training, students will be awarded Certificate of Course Participation (CCP)



bearing SAP Student Academy Logo & JK Lakshmipat University, Jaipur Logo.

- The PRIMUS will confirm that the course contents and trainings for all modules as mentioned above are as per SAP's globally designed course content and methodology, the same should be duly approved SAP India as well.

- **Certification cost:**

It is also agreed that, on completion of the SAP course, the participant will have an option to get a SAP Global Certification by appearing for an Online Examination conducted by SAP. The SAP Global Certification fees is excluding of training fees and will schedule exam date/s as per their convenience. Student completing 200 hours of course are only eligible to attempt SAP global certification online exam.

- **Responsibilities of JK Lakshmipat University, Jaipur**

- ✓ Commence SAP Student Academy- Site Licensing Program with validity of 24 months (July 2017 till August 2019) from the date of PO release for 900 students of JK Lakshmipat University, Jaipur campus.
- ✓ Release Purchase order along with the 'Installation and Delivery Acceptance report' to SAP Partner.
- ✓ The total of contract value and the cost of the project is INR 60, 00,000/- inclusive of taxes (Sixty Lacs Rupees) for the period 24 months (July 2017 till August 2019). JK Lakshmipat University, Jaipur has to make upfront payment of INR 25, 00, 000 by or before Saturday: 10th day of June 2017 to PRIMUS and sign-off on Important Terms and conditions on SAP Site License Program Agreement. Next payments of INR 15, 00, 000 is scheduled by or before 31st day of March 2018 and INR 20, 00,000 is by or before 28th day of Feb 2019.
- ✓ Roll out of Phase-1 by 1st week of July 2017.
- ✓ Device student activity and T-T-T calendar (June 2017) in consultation with SAP Partner SPOC
- ✓ Prepare the list of 30 faculties from each of their streams who would undergo SAP T-T-T program (04+10 full days) at JK Lakshmipat University, Jaipur.
- ✓ Identify and keep the appropriate labs ready for SAP site license server installations (May & June 2017)
- ✓ University shall introduce and promote SAP courses to the students on- campus and shall actively participate for pre-sales support in campus with the prospective students
- ✓ SAP Partner will support JK Lakshmipat University, Jaipur SAP trained staff members in running SAP Info-sessions and spread awareness amongst student community.
- ✓ University will provide administrative support and technical staff for day-to-day administration, hardware and infrastructural maintenance.
- ✓ University shall provide electricity, UPS, inverter and/ or other utilities to the labs and infrastructure at its own cost and expenses.
- ✓ University will ensure that proper systems, network and appropriate internet connectivity to the requirement specified by SAP Partner (PRIMUS) is made available.
- ✓ During this agreement or contractual validity period of 24 months (July 2017 till August 2019), University will promote authorized SAP courses offered under SAP Site License Program at its Jaipur campus only.



- ✓ **Usage of SAP Existing Licenses** – SAP will work with license team to explore the usage of existing licenses available with JK Lakshmipat University at Jaipur campus. As per the license norms SAP & SAP Partner will communicate on what is required to activate. SAP Partner will communicate on the same to the college.
- ✓ JK Lakshmipat University, Jaipur shall provide any other support/services, Guest House facilities / accommodation near the campus to the SAP and/ or SAP Partner visiting officials as required from time to time for achieving any specific objective of proposed training course
- **The renewal of SAP association in the academic year 2019 will be as below:**
 - ✓ If JK Lakshmipat University, Jaipur campus renews agreement for the same proposition for 900 students (800 for beginner module+ 100 expert modules) the renewal cost will be INR. 60,00,000 (Rupees Sixty Lacs only) with the maximum variance of plus 20%
 - ✓ If the numbers and requirements vary , a new proposition will be submitted to JKLU during renewal in Aug 2019
- **JK Lakshmipat University, Jaipur shall be responsible to the following infrastructural requirement, at no cost to SAP Partner (PRIMUS)**
 - A. Hardware requirements:**
 - **Processor:** Minimum 500 MHz processor
 - **RAM:** 4 GB RAM minimum, **HDD:** 40 GB
 - **Sound:** 24-bit sound card, with speakers or a headset (optional)
 - **Screen Resolution:** 1024 by 768 (minimum)
 - Network connectivity across locations for smooth conduction of this program
 - i. Each work station needs following connectivity configurations -
 - ii. Minimum Connection Speed: 2 Mbps.
(We recommend at least 10 Mbps & above for high quality performance.
While the course will function at the minimum required speed, due to the multimedia nature of the materials, performance degradation may occur.)
 - B. Software requirements**
 - Operating System: Microsoft Windows 2000 or 7 with any anti-virus desktop protection with full subscription
 - MS Office & Browser: Microsoft Internet Explorer versions 8 -10, Mozilla Firefox version 26 and Google Chrome with JavaScript support in the browser configuration.
 - Browser zoom must be set to 100%.
 - Plug-ins: The courses require at least Flash 9 plug-in (subversion greater than 115) in order to function.
 - Adobe Flash Player For web assessments, the Sun Java plug-in JRE 1.4.2 or higher is required.
 - Sun Java plug-in's
 - Acrobat PDF Reader
 - Pop-up Blockers: must be disabled in order to view the course content properly.
 - Browser toolbars can interfere with the performance of the eLearning content. Toolbars such as Google Toolbar should be disabled while using the SAP Learning Hub.

Infra




As per Page 5 of 6



Signed for and
on behalf of **PRIMUS TechSystems Private Limited**


Manoj Nazare
General Manager – Sales (SAP Education)
PRIMUS Techsystems Pvt. Ltd., Pune





Witness : Mr. Pabitra Kumar Nayak
Business Manager – Channel & Student
Academy | North & East
SAP Education
SAP India Pvt. Ltd., New Delhi


Place: Jaipur

Signed for and
on behalf of **JK Lakshmipat University**

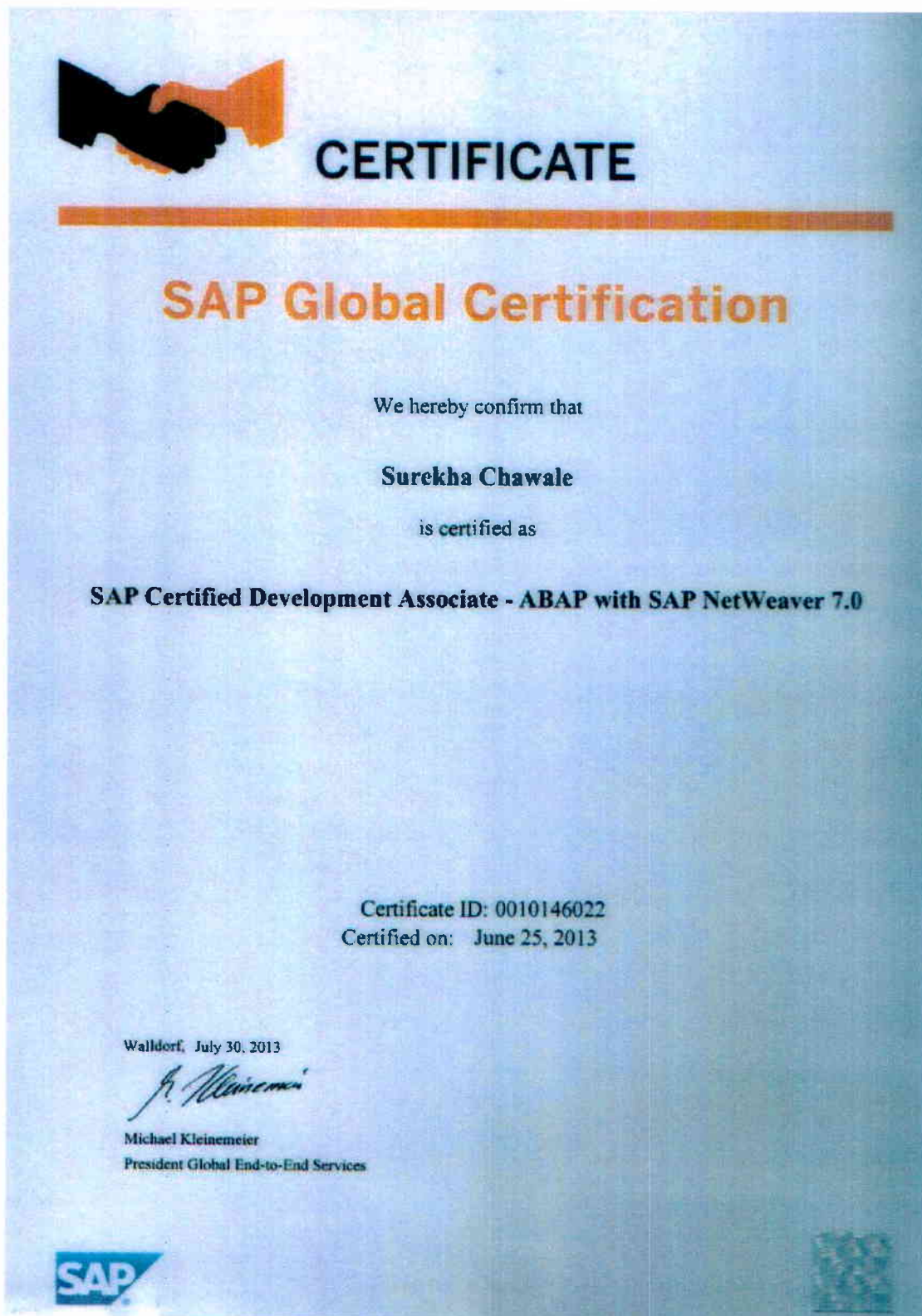

Dr. R.L. Raina
Vice Chancellor
JK Lakshmipat University, Jaipur




Witness 1: Dr. Anupam K Singh
Director-IET, JKLU, Jaipur


Witness 2: Dr. Manoj K Bhatia
Associate Dean: IM, JKLU, Jaipur

Date: 25.05.2017



Memorandum of Understanding

between

JK LakshmiPat University, Jaipur
And

IBM India Pvt. Ltd

This Memorandum of Understanding ("MOU") is entered into at effective as of 8/12/2015 ("Effective Date"), by and between:

IBM India Private Ltd., a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Subramanya Arcade, Bannerghatta Road Bangalore 560076 and hereinafter unless the context otherwise requires be referred to as "IBM".

And

JK LakshmiPat University, Jaipur, having its registered office and campus, Ajmer Road, Laliya Ka Vas, Mahapura, Jaipur, Rajasthan 302026, hereinafter unless the context otherwise requires be referred to as "JKLU".

WHEREAS JKLU with a view to provide best in class skills to students and faculty members in higher education and to disseminate knowledge through novel techniques and methodologies for the benefit of large sections of society, offering a wide range of programs.

WHEREAS JKLU and IBM having felt the need to provide the learners with the trainings which may lead to enhanced skills, IBM and JKLU agree to collaborate through the IBM Career Education program.

WHEREAS JKLU and IBM agree that all discussions between JKLU and IBM are non binding unless and until the parties enter into written, definitive agreement signed by their duly authorized representative and neither party shall be obligated to enter into such an agreement.

WHEREAS IBM anticipates that JKLU will elect to engage IBM as the primary and preferred technology provider and for software training services.

Now therefore this MOU witnesses:

Page 1 of 6

Memorandum of Understanding

IBM Career Education Program

DIRECTOR

Institute of Engineering and Technology

JK LakshmiPat University

JAIPUR (Rajasthan)

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I - DEFINITIONS

JKLU, shall include, unless repugnant to the context otherwise require, its associates-

"Faculty" hereby refers to Training Staff of JKLU,

"Students" hereby refers to all the students of JKLU

"Program(s)" hereby refers collectively to Career Education program of IBM that includes initiatives like SEED, CEBT etc. for Engineering, IT or Business Schools in colleges and Universities. For more information please refer to <http://ibm.com/in/careereducation>

"SEED" hereby refers to the faculty development training program initiative as Software Engineering for Educational Development

"CEBT" hereby refers to the program as Career Education for Business Transformation, a training program to provide multi-disciplinary skills to students and faculty members

Career Education Courses: courses as agreed with JKLU for which JKLU students or faculty members will receive training

"Business Partner" means organizations certified by IBM to commercially sell its Program and also conduct training under the programs.

"Software" or "Product" means the IBM computer software packages identified for introduction in the Program

"Courseware" hereby refers to books or education material given in any form like printed books, CDs, PDFs etc.

I. Foreseen benefits of the collaboration

a) JKLU

- Opportunity to emerge as one of the competent entities in the academic circles in various areas of Information technology;
- Opportunity to be recognized by the Industry and academic circles as one of the preferred location/institution for acquiring training and skills in latest technology and software;
- Opportunity to students and faculty members to increase their knowledge and acquire skills on best-in-class IBM Software
- Opportunity to design innovative curriculum and on various industry specialization using relevant IBM Software
- Opportunity to learn from the practitioners in the industry from IBM or business partners
- Opportunity for students and faculty members to avail professional and global certification on IBM Software
- Opportunity to setup a joint and co-branded Lab on the campus with IBM, focused on various specialty areas like Big Data, Analytics, Mobility, Security, SW Engg. etc.
- Opportunity to conduct independent non-commercial research by faculty members as per guidelines from IBM time to time
- Opportunity to receive Courseware from IBM designed by professionals in IBM Software Labs
- Opportunity to conduct various seminar and workshops with IBM in the institution
- Opportunity to co-market with IBM to promote Programs

b) IBM



(Signature)

(Signature)

- Availability of skilled resource pool armed with IBM Software skills that various organizations may want to evaluate for recruitment
- Propagation of IBM Software and technology knowledge & skill to various students and faculty members

III – TERMS AND CONDITIONS

a) Courseware and Training

IBM, through its own personnel or authorized business partners, will provide Courseware and/or perform the Training activities for Career Education courses as per the details given below in Annexures. The MoU shall only govern the provision of products and services provided by IBM Career Education, a division of IBM India Private Ltd to JKLU.

JKLU will pay for the courseware and/or trainings in advance to IBM.

Under this MOU, JKLU also assures IBM that it will enroll its students and/or faculty members taking IBM Career Education courses every year from the effective date of the signing this MoU, It will also be the endeavor of the JKLU management to initiate the process of IBM Career Education courses to be included in their curriculum in case it has not been included so far.

b) Software

IBM will provide all relevant IBM Software required for the training programs through the WW Academic Initiative program. This software should be used strictly for training & enablement purposes for students & faculty members of JKLU. No commercial usage is allowed. Software is available under applicable IBM International Program License Agreements (IPLA) and terms and the provisions of this MOU only.

IV - BREACH OF MOU

In the event of any breach of the terms of this MOU, 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 fifteen 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 rescind this MOU for material breach.

V – TERM AND TERMINATION

The MOU shall be effective from the effective date, and shall be valid for a term of three (3) years, unless terminated earlier by either party, or extended mutually by both parties hereto, on the same terms and conditions as herein.

This MOU will terminate upon written notice by either party. The notice of termination should be issued at least 30 days before the intended date of termination unless extended or terminated earlier. If at any time any party wishes to withdraw from further evaluations and discussions in connection with the subject matter of this MOU and terminate this MOU, it may do so with or without cause and without liability by providing the other party with written notice of its intention to withdraw from further evaluations and discussions. (in case IBM is providing training then IBM to complete the batch in session and or registered

irrespective of termination period / date, subject to all the payments and other obligations having been met by JKLU in a timely manner).

In the event of termination of this MOU for any reason whatsoever, including termination due to breach by IBM, any software or courseware licenses granted to JKLU by virtue of this MOU, shall also stand automatically terminated without any further act of parties. JKLU will also return or destroy at IBM's discretion, all material provided by IBM including courseware slides, soft copy courseware provided by IBM towards trainings.

The following obligations will survive termination of this MOU for any reason:

Use and nondisclosure of confidential information,

Indemnification and Liability,

Obligations to make payments of amounts by JKLU that become due by virtue of this MOU, prior to termination.

VI – LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, punitive, special, incidental or consequential damages arising out of or in connection with this MOU, whether for breach of this MOU or in torts, including loss of business, data, revenue, profits, or for any third party claims against the other (except as specifically admitted by paragraph 2 below) whatsoever.

Except for IBM's obligation to indemnify JKLU in the event of breach of third Party Intellectual Property rights (as set out in under the applicable definitive agreement) and except in the event of breach by JKLU of any of IBM's Intellectual Property rights or IBM confidential information rights, the Parties agree that either Party's liability for any loss or damage to the other, its customers, or any third party, as a result of or in connection with this MOU, shall not exceed in the aggregate the amounts received by IBM, from JKLU under this MOU.

VII – ARBITRATION

Any and all disputes, controversy or claims related to or arising in connection with this MOU shall first be referred to Vice Chancellor, JKLU or his representative and Country Manager, Career Education program of IBM for an informal resolution.

If this informal resolution does not resolve the dispute, then the matter will be referred to and settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. The seat of any such arbitration shall be Bangalore. The award of the arbitration may be enforceable in any court of competent jurisdiction. Each party shall bear its own costs and fees in connection with the arbitration.

Unless agreed otherwise, the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Bar Council of India. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred. If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party

appoints, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed. All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

VIII – GENERAL

This MOU shall not be construed to be an agency or a partnership or joint venture or an employment relationship. Neither party shall be entitled to bind the other party with any third party by its actions, unless it has specifically obtained the prior written consent of such other party to do so.

Each party is an independent contractor, and nothing under this MOU shall be construed to create an employment relationship, whether for tax or for any other purpose, nor any partnership or joint venture between the parties. No provision of this MOU grants either party any express or implied right of authority to assume or create any obligations or responsibility on behalf of or in the name of the other party, or bind the other party in any manner or thing whatsoever. Neither party nor its personnel shall be considered employees of the other.

Neither party shall assign or transfer this MOU or any benefits or rights or obligations accruing to it under this MOU, without the prior written consent of the other party.

IBM shall during the term of this MOU be entitled to audit the courseware & the software license usage records of licenses hosted on JKLU premises as well as training attendance records maintained by JKLU. This audit can be conducted only during reasonable business hours and two weeks notice for audit. Cost of the audit is to be borne by IBM.

The existence and substance of this MOU and the rights and obligations of the parties herein will be kept confidential by JKLU and will not be disclosed to any third party without the prior written consent of IBM. Notwithstanding the foregoing, JKLU may make such disclosure to the extent required by law, court or statutory authority, in which case JKLU will promptly inform IBM to allow IBM a reasonable opportunity to obtain a protective order. IBM and JKLU agree not to use the trademark, trade names, services or any other proprietary marks of the other party in any advertisement, press releases, publicity matters or other promotional materials without prior written approval of the other party. Any press release, publicity or media interaction pertaining to this MoU signing or IBM activities on campus need to have prior written consent from IBM. The use of IBM Logo shall be subject to prior written permission by IBM and under the terms of the applicable agreement such as Trade Mark License Agreement executed between and IBM or IBM's parent or affiliates. Any violation of this paragraph will amount to material breach and will lead to the termination of this MoU.

This MOU supersedes all prior oral or written communication, discussions and representations communicated between the parties hereto in respect of the subject matter of this MOU. Any modification to this MOU shall only be made by way of a written document duly executed by representatives of both parties hereto.

If any provision of this MOU is held to be unenforceable or illegal under certain circumstances for any reason, such decision shall not affect the validity or enforceability of such provisions under other circumstances or the remaining provisions hereof and such provisions shall be reformed only to the extent necessary to make them enforceable under such circumstances.

Any notice under this MOU will be in writing and delivered by hand or by registered mail, return receipt requested, to the other party at the registered office or as may be substituted by the notice. If any notice is sent by mail, notice will be effective on the date of receipt.

JKLU shall maintain at all times, a one-point contact for the IBM trainings being conducted at the institution. Any change in the contacts below will be promptly notified to IBM.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date, month and year, hereinabove written.

Signed:

For JK Lakshmi Pat University, Jaipur

Name: Dr. Anupam Kumar Singh

Designation: Director - IET

Signature: [Signature]

DIRECTOR
Institute of Engineering and Technology
JK Lakshmi Pat University
JAIPUR (Rajasthan)

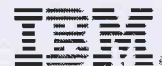
For IBM India Private Ltd.

Name: Jagadish A Bhat

Designation: Manager SWC

Signature: [Signature]





Memorandum of Understanding

between

JK Lakshmipat University, Jaipur
And

IBM India Pvt. Ltd

This Memorandum of Understanding ("MOU") is entered into at effective as of 9th Oct 2018 ("Effective Date"), by and between:

IBM India Private Ltd., a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Subramanya Arcade, Bannerghatta Road Bangalore 560076 and hereinafter unless the context otherwise requires be referred to as "IBM".

And

JK Lakshmipat University, Jaipur, having its registered office and campus, 1Ajmer Road, Laliya Ka Vas, Mahapura, Jaipur, Rajasthan 302026, hereinafter unless the context otherwise requires be referred to as "JKLU".

WHEREAS JKLU with a view to provide best in class skills to students and faculty members in higher education and to disseminate knowledge through novel techniques and methodologies for the benefit of large sections of society, offering a wide range of programs.

WHEREAS JKLU and IBM having felt the need to provide the learners with the trainings which may lead to enhanced skills, IBM and JKLU agree to collaborate through the IBM Career Education program.

WHEREAS JKLU and IBM agree that all discussions between JKLU and IBM are non binding unless and until the parties enter into written, definitive agreement signed by their duly authorized representative and neither party shall be obligated to enter into such an agreement.

WHEREAS IBM anticipates that JKLU will elect to engage IBM as the primary and preferred technology provider and for software training services.

Now therefore this MOU witnesses:

Page 1 of 6

Memorandum of Understanding

IBM Career Education Program



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Handwritten signature

Registrar

JK Lakshmipat University
JAIPUR

I - DEFINITIONS

JKLU, shall include, unless repugnant to the context otherwise require, its associates-

"Faculty" hereby refers to Training Staff of JKLU,

"Students" hereby refers to all the students of JKLU

"Program(s)" hereby refers collectively to Career Education program of IBM that includes initiatives like SEED, CEBT etc. for Engineering, IT or Business Schools in colleges and Universities. For more information please refer to <http://ibm.com/in/careereducation>

"SEED" hereby refers to the faculty development training program initiative as Software Engineering for Educational Development

"CEBT" hereby refers to the program as Career Education for Business Transformation, a training program to provide multi-disciplinary skills to students and faculty members

Career Education Courses: courses as agreed with JKLU for which JKLU students or faculty members will receive training

"Business Partner" means organizations certified by IBM to commercially sell its Program and also conduct training under the programs.

"Software" or "Product" means the IBM computer software packages identified for introduction in the Program

"Courseware" hereby refers to books or education material given in any form like printed books, CDs, PDFs etc.

I. Foreseen benefits of the collaboration

a) JKLU

- Opportunity to emerge as one of the competent entities in the academic circles in various areas of Information technology;
- Opportunity to be recognized by the Industry and academic circles as one of the preferred location/institution for acquiring training and skills in latest technology and software;
- Opportunity to students and faculty members to increase their knowledge and acquire skills on best-in-class IBM Software
- Opportunity to design innovative curriculum and on various industry specialization using relevant IBM Software
- Opportunity to learn from the practitioners in the industry from IBM or business partners
- Opportunity for students and faculty members to avail professional and global certification on IBM Software
- Opportunity to setup a joint and co-branded Lab on the campus with IBM, focused on various specialty areas like Big Data, Analytics, Mobility, Security, SW Engg. etc.
- Opportunity to conduct independent non-commercial research by faculty members as per guidelines from IBM time to time
- Opportunity to receive Courseware from IBM designed by professionals in IBM Software Labs
- Opportunity to conduct various seminar and workshops with IBM in the institution
- Opportunity to co-market with IBM to promote Programs

b) IBM

Page 2 of 6

IBM Career Education Program

Memorandum of Understanding

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[Signature]
Registrar
JK Lakshmipat University
JAIPUR





- Availability of skilled resource pool armed with IBM Software skills that various organizations may want to evaluate for recruitment
- Propagation of IBM Software and technology knowledge & skill to various students and faculty members

III – TERMS AND CONDITIONS

a) Courseware and Training

IBM, through its own personnel or authorized business partners, will provide Courseware and/or perform the Training activities for Career Education courses as per the details given below in Annexures. The MoU shall only govern the provision of products and services provided by IBM Career Education, a division of IBM India Private Ltd to JKLU.

JKLU will pay for the courseware and/or trainings in advance to IBM.

Under this MOU, JKLU also assures IBM that it will enroll its students and/or faculty members taking IBM Career Education courses every year from the effective date of the signing this MoU, It will also be the endeavor of the JKLU management to initiate the process of IBM Career Education courses to be included in their curriculum in case it has not been included so far.

b) Software

IBM will provide all relevant IBM Software required for the training programs through the WW Academic Initiative program. This software should be used strictly for training & enablement purposes for students & faculty members of JKLU. No commercial usage is allowed. Software is available under applicable IBM International Program License Agreements (IPLA) and terms and the provisions of this MOU only.

IV - BREACH OF MOU

In the event of any breach of the terms of this MOU, 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 fifteen 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 rescind this MOU for material breach.

V – TERM AND TERMINATION

The MOU shall be effective from the effective date, and shall be valid for a term of three (3) years, unless terminated earlier by either party, or extended mutually by both parties hereto, on the same terms and conditions as herein.

This MOU will terminate upon written notice by either party. The notice of termination should be issued at least 30 days before the intended date of termination unless extended or terminated earlier. If at any time any party wishes to withdraw from further evaluations and discussions in connection with the subject matter of this MOU and terminate this MOU, it may do so with or without cause and without liability by providing the other party with written notice of its intention to withdraw from further evaluations and discussions. (in case IBM is providing training then IBM to complete the batch in session and or registered

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Registrar
JK Lakshmipat University
JAIPUR

Memorandum of Understanding

IBM Career Education Program





irrespective of termination period / date, subject to all the payments and other obligations having been met by JKLU in a timely manner).

In the event of termination of this MOU for any reason whatsoever, including termination due to breach by IBM, any software or courseware licenses granted to JKLU by virtue of this MOU, shall also stand automatically terminated without any further act of parties. JKLU will also return or destroy at IBM's discretion, all material provided by IBM including courseware slides, soft copy courseware provided by IBM towards trainings.

The following obligations will survive termination of this MOU for any reason:

Use and nondisclosure of confidential information,

Indemnification and Liability,

Obligations to make payments of amounts by JKLU that become due by virtue of this MOU, prior to termination.

VI – LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, punitive, special, incidental or consequential damages arising out of or in connection with this MOU, whether for breach of this MOU or in torts, including loss of business, data, revenue, profits, or for any third party claims against the other (except as specifically admitted by paragraph 2 below) whatsoever.

Except for IBM's obligation to indemnify JKLU in the event of breach of third Party Intellectual Property rights (as set out in under the applicable definitive agreement) and except in the event of breach by JKLU of any of IBM's Intellectual Property rights or IBM confidential information rights, the Parties agree that either Party's liability for any loss or damage to the other, its customers, or any third party, as a result of or in connection with this MOU, shall not exceed in the aggregate the amounts received by IBM, from JKLU under this MOU.

VII – ARBITRATION

Any and all disputes, controversy or claims related to or arising in connection with this MOU shall first be referred to Vice Chancellor, JKLU or his representative and Country Manager, Career Education program of IBM for an informal resolution.

If this informal resolution does not resolve the dispute, then the matter will be referred to and settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. The seat of any such arbitration shall be Bangalore. The award of the arbitration may be enforceable in any court of competent jurisdiction. Each party shall bear its own costs and fees in connection with the arbitration.

Unless agreed otherwise, the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Bar Council of India. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred. If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party

Page 4 of 6

Memorandum of Understanding

IBM Career Education Program



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Registrar
JK Lakshmi Pat University
JAIPUR



appoints, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed. All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

VIII – GENERAL

This MOU shall not be construed to be an agency or a partnership or joint venture or an employment relationship. Neither party shall be entitled to bind the other party with any third party by its actions, unless it has specifically obtained the prior written consent of such other party to do so.

Each party is an independent contractor, and nothing under this MOU shall be construed to create an employment relationship, whether for tax or for any other purpose, nor any partnership or joint venture between the parties. No provision of this MOU grants either party any express or implied right of authority to assume or create any obligations or responsibility on behalf of or in the name of the other party, or bind the other party in any manner or thing whatsoever. Neither party nor its personnel shall be considered employees of the other.

Neither party shall assign or transfer this MOU or any benefits or rights or obligations accruing to it under this MOU, without the prior written consent of the other party.

IBM shall during the term of this MOU be entitled to audit the courseware & the software license usage records of licenses hosted on JKLU premises as well as training attendance records maintained by JKLU. This audit can be conducted only during reasonable business hours and two weeks notice for audit. Cost of the audit is to be borne by IBM.

The existence and substance of this MOU and the rights and obligations of the parties herein will be kept confidential by JKLU and will not be disclosed to any third party without the prior written consent of IBM. Notwithstanding the foregoing, JKLU may make such disclosure to the extent required by law, court or statutory authority, in which case JKLU will promptly inform IBM to allow IBM a reasonable opportunity to obtain a protective order. IBM and JKLU agree not to use the trademark, trade names, services or any other proprietary marks of the other party in any advertisement, press releases, publicity matters or other promotional materials without prior written approval of the other party. Any press release, publicity or media interaction pertaining to this MoU signing or IBM activities on campus need to have prior written consent from IBM. The use of IBM Logo shall be subject to prior written permission by IBM and under the terms of the applicable agreement such as Trade Mark License Agreement executed between and IBM or IBM's parent or affiliates. Any violation of this paragraph will amount to material breach and will lead to the termination of this MoU.

This MOU supersedes all prior oral or written communication, discussions and representations communicated between the parties hereto in respect of the subject matter of this MOU. Any modification to this MOU shall only be made by way of a written document duly executed by representatives of both parties hereto.

If any provision of this MOU is held to be unenforceable or illegal under certain circumstances for any reason, such decision shall not affect the validity or enforceability of such provisions under other circumstances or the remaining provisions hereof and such provisions shall be reformed only to the extent necessary to make them enforceable under such circumstances.

Page 5 of 6

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Memorandum of Understanding


Registrar
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IBM Career Education Program





Any notice under this MOU will be in writing and delivered by hand or by registered mail, return receipt requested, to the other party at the registered office or as may be substituted by the notice. If any notice is sent by mail, notice will be effective on the date of receipt.

JKLU shall maintain at all times, a one-point contact for the IBM trainings being conducted at the institution. Any change in the contacts below will be promptly notified to IBM.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date, month and year, hereinabove written.

Signed: 

For JK Lakshmipat University, Jaipur

Name: **Registrar**
JK Lakshmipat University
JAIPUR

Designation:

Name-CA K.K. Maheshwari

Signature: _____

For IBM India Private Ltd.

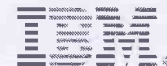
Name: 

Designation: **Manager SWs**

Signature: 





Annexure I to IBM Career Education MoU

- a) IBM and JKLU, acknowledge the need for IBM Software skills, in the IT education and training sector. The objective is to have a number of graduating professionals skilled on IBM Software. Both IBM and JKLU are keen to cooperate in a way that shall benefit JKLU students pursuing a career in the industry.
- b) JKLU shall rollout Under / Post-graduate / Certificate / value added programs with specialization aligned with relevant IBM Software delivering all or any of such programs to enrolled students and faculty members. IBM shall provide reasonable support as set-forth below to have JKLU commence and conduct this initiative. Such support may include assistance in the form of providing free IBM software products, identified courseware and academic support through Subject Matter Experts. The provision of software, IBM materials and services shall be under a relevant IBM agreement executed by the parties. Such agreement shall govern the use of software, IBM materials by JKLU. IBM's responsibilities under this Agreement are subject to JKLU fulfilling its responsibilities under the MoU.
- c) The curriculum may be provided by IBM or jointly developed by IBM and JKLU designated subject matter experts. There may be additional specialized offerings and curriculum may be reviewed and updated by IBM and JKLU from time to time with mutual agreement.
- d) Joint Co-ordination Committee - To guide the execution of the activities agreed under this MoU, JKLU and IBM Career Education team may constitute a Joint Co-ordination Committee (hereinafter referred to as "Committee") as follows:
 - Vice-Chancellor / Head of JKLU or his nominee as the Chairperson;
 - One representative from each party as members
 - A Project Coordinator from JKLU who shall also be the Convener of the Committee.

Chairperson of the committee may recommend changes in the member's from time to time in consultation with the nominating parties and have the same approved by the Head, JKLU.

The Committee shall recommend on course curriculum, course content, delivery, determination of fee. The Committee shall monitor and review the activities under this MoU and recommend such decisions with respect to any aspect regarding this MoU for the purpose of removing any impediment, promoting the programs arising from this MoU, approving the content and recommending changes therein, the program prospectus and fee structure.

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Following are the proposed roles and responsibilities:

e) IBM

- Appoint member to the committee
- To co-develop and supply courseware for the students as required
- Provide orientation workshops for the faculty nominated by JKLU for the program
- Deploy SMEs for covering topics for students as mutually agreed as per the curriculum
- Provide the participation certificates for all the students who have successfully completed the course

f) JKLU

- Appoint members and Program Convener to the Joint coordination Committee
- To help IBM to co-develop the curriculum of the program as required
- Promote the program through various channels, develop collateral and market
- Conduct the admissions, deliver Courses agreed as per the curriculum, conduct evaluations/assessments and issue degree accordingly
- Provide detailed session plan
- Share the student data with IBM who apply and enroll to the program as per prescribed format from IBM
- Nominate faculty members for the orientation program by IBM
- Provide the required infrastructure and other support for running the courses as per IBM's specification to IBM or IBM designated Business Partner resources
- In case of a co-branded Lab setup, provide a minimum 30 computer lab that can be designated with appropriate signboards creative as provided by IBM, in the campus.
- Confirm and process the payments to IBM in advance on agreed schedule.

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Course Details:

Proposed Co-branded Students Development Program, for admission year 2016 & 2017

1. B. Tech Computer Science & Engineering with Specialization in Big Data & Analytics (in association with IBM)
2. B. Tech Computer Science & Engineering with Specialization in Information Security (in association with IBM)
3. B. Tech Computer Science & Engineering with Specialization in Cloud Computing (in association with IBM)
4. B. Tech Computer Science & Engineering with Specialization in Mobile Computing (in association with IBM)

Annexure 1 - Page 3 of 13

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IBM Career Education Program



Joint Programs Schema

The suggested Course Scheme for the Joint programs in each of the capabilities is illustrated below. The representation in the following paragraph illustrates the modules on Industry recommended topics from IBM.

Structure of the Program

For 2016 Admission Batch

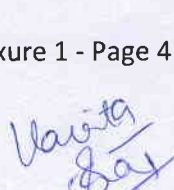
Course Scheme of B. Tech Computer Science & Engineering with Specialization in Cloud Computing in association with IBM (in association with IBM)

Semester	IBM Course	Training By	Certification Examination
Semester 1	Software Foundation and Programming 1 (with 'C')	JKLU Faculty	
Semester 2	Software Foundation and Programming 2 (with 'C++')	JKLU Faculty	
Semester 3	Object Oriented Programming using Java	JKLU Faculty	
Semester 4	Information Management Basics (DBMS)	JKLU Faculty	
Semester 5	Cloud Application Developer	JKLU Faculty + IBM SME - 32 Hrs	Includes Certification
Semester 6	Application Security	JKLU Faculty + IBM SME - 32 Hrs	Includes Certification
Semester 7	Big Data Analyst	JKLU Faculty + IBM SME - 32 Hrs	Includes Certification

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Memorandum of Understanding

IBM Career Education Program


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Course Scheme of B. Tech Computer Science & Engineering with Specialization in Big Data & Analytics (in association with IBM)

Semester	IBM Course	Training By	Certification Examination
Semester 1	Software Foundation and Programming 1 (with 'C')	JKLU Faculty	
Semester 2	Software Foundation and Programming 2 (with 'C++')	JKLU Faculty	
Semester 3	Object Oriented Programming using Java	JKLU Faculty	
Semester 4	Information Management Basics (DBMS)	JKLU Faculty	
Semester 5	Business Intelligence	JKLU Faculty + IBM SME - 32 Hrs	Includes Certification
Semester 6	Predictive Analytics Modeler	JKLU Faculty + IBM SME - 32 Hrs	Includes Certification
Semester 7	Big Data Analyst	JKLU Faculty + IBM SME - 32 Hrs	Includes Certification

Annexure 1 - Page 5 of 13

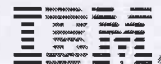
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IBM Career Education Program





Course Scheme of B. Tech Computer Science & Engineering with Specialization in Information Security (in association with IBM)

Semester	IBM Course	Training By	Certification Examination
Semester 1	Software Foundation and Programming 1 (with 'C')	JKLU Faculty	
Semester 2	Software Foundation and Programming 2 (with 'C++')	JKLU Faculty	
Semester 3	Object Oriented Programming using Java	JKLU Faculty	
Semester 4	Information Management Basics (DBMS)	JKLU Faculty	
Semester 5	Cloud Application Developer	JKLU Faculty + IBM SME - 32 Hrs	Includes Certification
Semester 6	Application Security	JKLU Faculty + IBM SME - 32 Hrs	Includes Certification
Semester 7	Security Intelligence	JKLU Faculty + IBM SME - 32 Hrs	Includes Certification

Annexure 1 - Page 6 of 13

Memorandum of Understanding

IBM Career Education Program

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Changes in student
65 included - 80.



Training Plan for 2016 Batch

Semester	Students of following specialization	Course	Training By	Type & MoQ	Number of Students, attending the course	Remarks
Semester 5	Cloud Computing	Cloud Application Developer	JKLU Faculty + IBM SME - 32 Hrs	Type 4	25 + 13	Includes Certification
	Information Security			MoQ - 65		
Semester 5	Big Data Analytics	Business Intelligence	JKLU Faculty + IBM SME - 32 Hrs		19	Includes Certification
Semester 6	Cloud Computing	Application Security	JKLU Faculty + IBM SME - 32 Hrs	Type 4	25 + 13	Includes Certification
	Information Security			MoQ - 80		
Semester 6	Big Data Analytics	Predictive Analytics Modeler	JKLU Faculty + IBM SME - 32 Hrs		19	Includes Certification
Semester 7	Information Security	Security Intelligence	JKLU Faculty + IBM SME - 32 Hrs	Type 4	13	Includes Certification
				MoQ - 80		
Semester 7	Cloud Computing	Data Science Analyst	JKLU Faculty + IBM SME - 32 Hrs		25 + 19	Includes Certification
	Big Data Analytics					

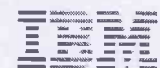
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[Signature]

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JK Lakshmipat University
JAIPUR





For 2017 Admission Batch

Minimum order quantity is based on type selection.

type 1 & 2 - 100

type 3 is as per actuals

type 4 & 5 is 40 per batch

Course Scheme of B. Tech Computer Science & Engineering with Specialization in Cloud Computing in association with IBM (in association with IBM)

Semester	IBM Course	Training By	Certification Examination
Semester 1	Software Foundation and Programming 1 (with 'C')	JKLU Faculty	
Semester 2	Software Foundation and Programming 2 (with 'C++')	JKLU Faculty	
Semester 3	Object Oriented Programming using Java	JKLU Faculty	
Semester 4	Information Management Basics (DBMS)	JKLU Faculty	
Semester 5	Cloud Application Developer	JKLU Faculty + Exam Proctorship by IBM	Includes Certification
Semester 6	Application Security	JKLU Faculty + Exam Proctorship by IBM	Includes Certification
Semester 7	Big Data Analyst	JKLU Faculty + Exam Proctorship by IBM	Includes Certification

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Course Scheme of B. Tech Computer Science & Engineering with Specialization in Big Data & Analytics (in association with IBM)

Semester	IBM Course	Training By	Certification Examination
Semester 1	Software Foundation and Programming 1 (with 'C')	JKLU Faculty	
Semester 2	Software Foundation and Programming 2 (with 'C++')	JKLU Faculty	
Semester 3	Object Oriented Programming using Java	JKLU Faculty	
Semester 4	Information Management Basics (DBMS)	JKLU Faculty	
Semester 5	Business Intelligence	JKLU Faculty + Exam Proctorship by IBM	Includes Certification
Semester 6	Predictive Analytics Modeler	JKLU Faculty + Exam Proctorship by IBM	Includes Certification
Semester 7	Big Data Analyst	JKLU Faculty + Exam Proctorship by IBM	Includes Certification

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Registrar
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Course Scheme of B. Tech Computer Science & Engineering with Specialization in Information Security (in association with IBM)

Semester	IBM Course	Training By	Certification Examination
Semester 1	Software Foundation and Programming 1 (with 'C')	JKLU Faculty	
Semester 2	Software Foundation and Programming 2 (with 'C++')	JKLU Faculty	
Semester 3	Object Oriented Programming using Java	JKLU Faculty	
Semester 4	Information Management Basics (DBMS)	JKLU Faculty	
Semester 5	Cloud Application Developer	JKLU Faculty + Exam Proctorship by IBM	Includes Certification
Semester 6	Application Security	JKLU Faculty + Exam Proctorship by IBM	Includes Certification
Semester 7	Security Intelligence	JKLU Faculty + Exam Proctorship by IBM	Includes Certification

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Training Plan for 2017 Batch –

Semester	Students of following specialization	Course	Training By	Type & MoQ	Number of Students, attending the course	Remarks
Semester 3	Cloud Computing Big Data Analytics Information Security	Object Oriented Programming using Java	JKLU Faculty	Type 1 MoQ - 100		
Semester 4	Cloud Computing Big Data Analytics Information Security	Information Management Basics (DBMS)	JKLU Faculty	Type 1 MoQ - 100		
Semester 5	Cloud Computing Information Security	Cloud Application Developer	JKLU Faculty + IBM SME – 2 Days	Type 4 MoQ - 40	17 + 10	Includes Certification
Semester 5	Big Data Analytics	Business Intelligence	JKLU Faculty + IBM SME – 2 Days	Type 4 MoQ - 40	25	Includes Certification
Semester 6	Cloud Computing Information Security	Application Security	JKLU Faculty + IBM SME – 2 Days	Type 4 MoQ - 40	17 + 10	Includes Certification
Semester 6	Big Data Analytics	Predictive Analytics Modeler	JKLU Faculty + IBM SME – 2 Days	Type 4 MoQ - 40	25	Includes Certification
Semester 7	Information Security	Security Intelligence	JKLU Faculty + IBM SME – 2 Days	Type 4 MoQ - 40	10	Includes Certification
Semester 7	Cloud Computing Big Data Analytics	Data Science Analyst	JKLU Faculty + IBM SME – 2 Days	Type 4 MoQ - 40	17 + 25	Includes Certification

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Memorandum of Understanding

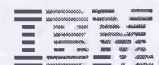
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– Per Student Fee to IBM

Course type	IBM Classroom Intervention (Training Days)	FDP/T3 Requirement	Certification	MoQ for 2016 admission	MoQ for 2017 admission	MoQ for 2018 admission onwards	Per Student Fee (INR)
Type 1	0	High	-NA-	-NA-	100	40	5,000
Type 2	1	High	-NA-	-NA-	100	40	9,000
Type 3	0	High	Yes	-NA-	As per actuals	As per actuals	12,500
Type 4	2	Medium	Yes	40 per batch	40 per batch	40 per batch	12,500
Type 5	4	Medium	Yes	40 per batch	40 per batch	40 per batch	28,500

Where in

Type 1 Where University Faculty will take all the course, IBM will only supply courseware; Type 2 Where University Faculty will take all the course, IBM may supply courseware & includes 1 day of IBM SME visit per batch, suitable for Domain centric courses where University has in house capability and want industry view to be included in the course.

Type 3 Where University Faculty will take all the course, IBM will only supply Courseware with certification vouchers. Please note this type is applicable from Semester 5 onwards only.

Type 4 Mixed mode delivery by IBM Faculty and University faculty, e.g. where the course is of more than 2 credits, courseware provided by IBM, will include IBM support for hands on

Type 5 Mixed mode delivery by IBM Faculty and University faculty, e.g. where the course is of more than 2 credits, courseware provided by IBM, will include IBM support for hands on

For Odd Semesters - Due on or before July 23rd of that year), payments for 2018 – odd semester latest by 3 Oct 2018, classes to provision min 3 weeks after receipt of payments

For Even Semesters - Due on or before December 23rd of previous year

- Taxes or duties as applicable will be extra.
- For the batch starting 2016 AY (July 2016) JKLU needs to place an order of Minimum 80 Participants in the BTech Program every semester for one batch of students, even if the actual number of Participants is lesser than 80. Type 3 is not applicable to this batch.
- Batch starting 2017 AY (July 2017) & onwards JKLU needs to place an order of Minimum 100 Participants in the BTech Program every semester for one batch of students, even if

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Memorandum of Understanding

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IBM Career Education Program





the actual number of Participants is lesser than 100, other than, type 3 wherein the MoQ is as per actual number of students. This is applicable for Semester 5 onwards, only.

- MoQ needs to be followed as per the Course type listed in the above table.
 - The curriculum to have minimum one Type 1 Course every Semester for Semester 1 to 7
- Please note that commercials for IBM Software Licenses, other than the ones mentioned in the following table and any cloud setup/access either on-premise or virtual are excluded

List of relevant IBM Software that can be available from IBM Academic Initiative (software usage guidelines apply):

- IBM Cognos Insight
- IBM Cognos BI
- IBM InfoSphere BigInsights
- IBM Rational Application Developer
- IBM Worklight
- IBM DB2
- IBM Rational Software Architect
- IBM Security Access Manager
- IBM Security Identity Manager
- IBM Security AppScan

Faculty Development Programs

Suggested FDP Duration (days)	FDP Price (INR)	FDP for Certification Courses (INR)
5	5,10,000	6,50,000
4	4,50,000	6,00,000
3	3,90,000	-NA-
2	3,30,000	-NA-

The obligation herein is subject to the relevant Statement of Work (SoW) being shared and signed between the parties

Annexure 1 - Page 13 of 13

Memorandum of Understanding

Signature

Signature
Registrar
JK Lakshmipat University
JAIPUR

IBM Career Education Program



Annexure – 2 to IBM Career Education MoU

Trademark License Agreement for Co-marketing of the IBM Logo

Trademark License Agreement ("Agreement") made as of 9th Oct, 2018 between IBM India Ltd, a Indian corporation (hereinafter "LICENSOR"), and JK Lakshmipat University, Ajmer Road, Laliya Ka Vas, Mahapura, Jaipur, Rajasthan 302026, India (hereinafter "LICENSEE").

Section 1. DEFINITIONS

- 1.1 "Licensed Mark" shall mean the IBM logo identified in Exhibit 1.
- 1.2 "Logo Usage Guidelines for Co-marketing" shall mean such guidelines as may be established by LICENSOR and modified from time to time, upon reasonable notice, by LICENSOR, providing for the use and display of the Licensed Mark. The current "Logo Usage Guidelines for Co-marketing" are identified in exhibit 2.
- 1.3 "Communications" shall mean the materials identified in Exhibit 3.

Section 2. LICENSEGRANT

- 2.1 LICENSOR grants LICENSEE a worldwide, non-exclusive, non-transferrable, right and license to use the Licensed Mark on the Communications in accordance with the terms of this Agreement.

Section 3. USEOFTHELICENSEDMARK



- 3.1 LICENSEE agrees to display and use the Licensed Mark solely in the form, manner and style required in the IBM Logo Usage Requirements for co-marketing.
- 3.2 LICENSEE agrees to use the Licensed Mark only on Communications developed as a result of a joint collaboration between LICENSOR and LICENSEE and the usage is for signboard appearing directly outside of the IBM lab at the University and on limited advertising of the lab/courses.

Section 4. OWNERSHIPOFTHELICENSEDMARK

- 4.1 All ownership rights in the Licensed Mark belong exclusively to LICENSOR. LICENSEE has no ownership rights in the Licensed Mark and shall acquire no ownership rights in the Licensed Mark as a result of its performance (or breach) of this Agreement. All use of the Licensed Mark or variations thereon shall inure solely to the benefit of LICENSOR. Upon termination of this Agreement, all rights of LICENSEE to use the Licensed Mark shall terminate immediately except as otherwise provided herein.
- 4.2 LICENSEE agrees:
1. not to take any action which will interfere with any of LICENSOR's rights in and to the Licensed Mark;
 2. not to challenge LICENSOR's right, title or interest in and to the Licensed Mark or the benefits therefrom;
 3. not to make any claim or take any action adverse to LICENSOR's ownership of the Licensed Mark;
 4. not to register or apply for registrations, anywhere, for the Licensed Mark or any other mark which is similar to the Licensed Mark or which incorporates the Licensed Mark; and
 5. not to use any mark, anywhere, which is confusingly similar to the Licensed Mark.

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Section 5. QUALITYCONTROL

5.1 The parties agree that LICENSOR may inspect the COMMUNICATIONS before they are distributed by LICENSEE. LICENSOR shall have forty-eight (48) hours within which to amend or approve the Communications. Approval by LICENSOR shall not be unreasonably withheld.

5.2 Failure to meet the quality standards set forth in this License shall be deemed to be a breach thereof which must be corrected to IBM's satisfaction within seven (7) days, (or the earliest update cycle, whichever comes first), of being put on notice. Until such breach is corrected LICENSEE may not use the Licensed Mark.

Section 6. PROTECTIONOFTHELICENSEDMARK

6.1 LICENSEE agrees to notify LICENSOR within ten (10) business days if LICENSEE becomes aware of:

1. any uses of, or any application or registration for, a trademark, service mark or trade name that conflicts with or is confusingly similar to the Licensed Mark;
2. any acts of infringement or unfair competition involving the Licensed Mark; or
3. any allegations or claims whether or not made in a lawsuit, that the use of the Licensed Mark by LICENSOR or LICENSEE infringes the trademark or service mark or other rights of any other entity.

6.2 LICENSOR may, but shall not be required to, take whatever action it, in its sole discretion, deems necessary or desirable to protect the validity and strength of the Licensed Mark at LICENSOR's sole expense. LICENSEE agrees to comply with all reasonable requests from LICENSOR for assistance in connection with any action with respect to the Licensed Mark that LICENSOR may choose to take.

6.3 LICENSEE shall not institute or settle any claims or litigation affecting any rights in and to the Licensed Mark without LICENSOR's prior written approval.

Section 7. INDEMNITY

7.1 LICENSOR shall settle or defend all claims made by third parties against LICENSEE and shall thereby indemnify and hold LICENSEE, its officers, agents and employees, harmless from any and all claims made against LICENSEE for infringement or unfair competition arising from LICENSEE's use of the Licensed Mark in accordance with the terms of this Agreement. Following notice of an infringement claim or at any time LICENSOR deems appropriate, LICENSOR may provide LICENSEE a substitute logo for use under the terms and conditions of this Agreement.

7.2 Notwithstanding the above, LICENSOR shall not be liable for any consequential damages, loss or prospective profits, or lost business opportunities.

7.3 To qualify for such indemnification, LICENSEE must notify LICENSOR of any such claim in writing within ten (10) business days of LICENSEE's receipt of such claim, and allow LICENSOR to control and fully cooperate with LICENSEE in the defense of and all settlement negotiations related to such claim.

7.4 LICENSEE shall indemnify LICENSOR, its officers, agents and employees from and against any and all claims, damages, liabilities (including settlements entered into in good faith), suits, actions, judgments, penalties and taxes, civil and criminal, and all costs and expenses (including without limitation reasonable attorneys' fees) incurred in connection therewith, arising out of:

1. any act, omission, neglect or default of LICENSEE or its agents on or in connection with the distribution, promotion or marketing of Communications; or
2. Personal injury or any infringement of any rights (including copyrights) of any person by the sale, distribution, possession, or use of any Communications; or
3. LICENSEE's failure to comply with applicable laws with respect to the distribution, possession or use of any Communications.
4. any and all third party claims, suits, costs, damages, including punitive damages, liabilities of any kind, and attorneys fees incurred arising out of or related to LICENSEE's use of, or representation about the Licensed Mark or any third party's use of the Communications or its content or any of LICENSEE'S products or any other products associated with, used in, or marketed or provided through the Communications.

7.5 LICENSOR's indemnification obligation shall not exceed \$50,000.00.

Section 8. WARRANTY

8.1 LICENSOR represents and warrants that it is owner of the Licensed Mark and any corresponding trademark registrations and/or applications related thereto. LICENSOR makes no other warranties of any kind, either expressed or implied, with respect to the Licensed Mark.

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Registrar
JK LakshmiPat University
JAIPUR



Section 9. DURATIONANDTERMINATION

9.1 This Agreement and the rights and licenses granted hereunder, shall terminate on (3 Years after signing), unless earlier terminated in accordance with its terms or when the MOU between IBM India Ltd and "JK Lakshmipat University, Jaipur" is terminated.

9.2 Either LICENSOR or LICENSEE shall have the right to terminate the licenses granted in Section 2 with or without cause at any time on thirty (30) days written notice to the other party.

9.3 If LICENSEE breaches this Agreement, LICENSOR shall have the right to terminate the licenses granted in Section 2 in their entirety. If LICENSOR elects to terminate because of breach of this Agreement, LICENSOR will provide written notice to LICENSEE of the breach and LICENSOR's decision to terminate. If LICENSEE has not cured such breach within seven (7) days of the date of such notice, the licenses granted in Section 2 shall be terminated.

9.4 In the event that a license granted under this Agreement is terminated by LICENSOR under Section 9.2, LICENSEE shall have three (3) months after the date on which termination is effective (Wind-Up Period) to dispose of all Licensed Communications in its inventory. Upon termination of the Wind-Up Period, or immediately upon termination for breach, LICENSEE shall provide LICENSOR with proof of the destruction of all existing Communications which bear the licensed mark.

Section 10. NOTICES

All notices and other communications under this Agreement shall be in writing and shall be sent by certified mail with return receipt requested to the other party's then current Executive Coordinator, or designee, at their respective addresses as set forth below. Notification of a change of address must be given in writing. All such mailed notices shall be deemed given and received upon the date indicated on the certified mail receipt.

International Business Machines Corporation
 North Castle Drive
 Armonk, NY 10504
 Attn: Corporate Counsel, Trademarks

NAME OF COMPANY
 ADDRESS
 Attn: _____

Section 11. TRANSFEROFRIGHTS

11.1 LICENSEE may not, either directly or indirectly, sublicense, assign, or in any way encumber this license. Any attempt to do so shall be void and shall result in immediate termination of this License.

Section 12. ENTIREAGREEMENT

12.1 This Agreement and its attached Exhibits represent the entire agreement between the parties, and fully supersede any and all prior agreements or understandings between the parties pertaining to the licensing of the Licensed Mark by LICENSOR to LICENSEE. This Agreement may not be amended or modified, in whole or in part, except by a written instrument duly executed by all of the parties hereto.

12.2 The failure of any party to insist upon strict adherence to any provision of this Agreement, in whole or in part, on one or more occasions, shall not constitute a waiver of its right to insist upon the strict performance of that or any other provision or part thereof in the future.

12.3 This Agreement and any amendments hereto may be signed in one or more counterparts, each of which, when signed and delivered, shall be deemed to be an original. All such counterparts together shall constitute one and the same valid and binding agreement, even if all of the parties have not signed the same counterpart. Signatures to this Agreement may be delivered electronically or by facsimile, in which case the electronic or facsimile copy of an original signature shall be deemed to be an original signature.

12.4 This Agreement will be governed by the substantive laws of India.

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Registrar
 JK Lakshmipat University
 JAIPUR

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives as of the date first set forth above.



®

IBM India Private Ltd

By _____

JK Lakshmipat University, Jaipur

Registrar
JK Lakshmipat University

By _____

Name:
Title:

JAIPUR
CA K.K. Maheshwari
Registrar

Uavita

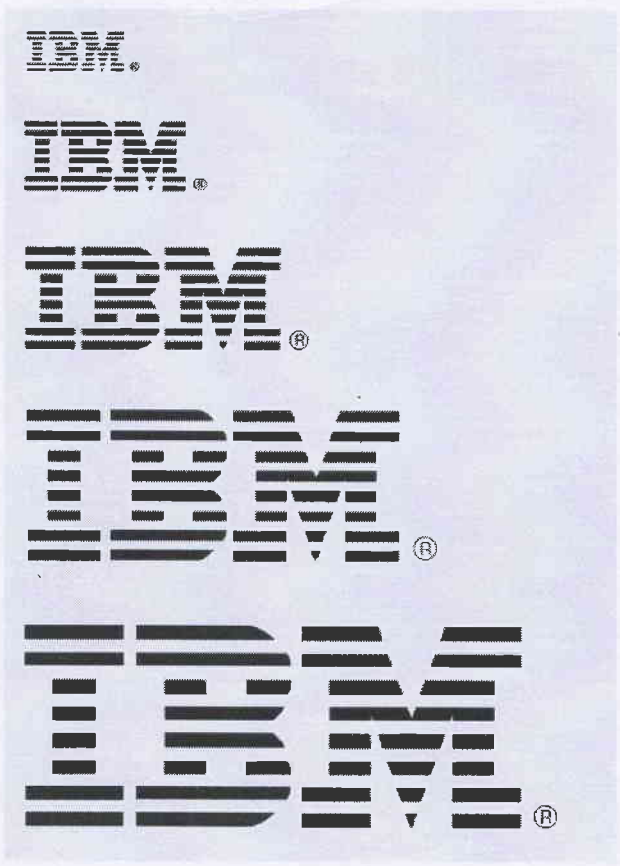
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Registrar
JK Lakshmipat University
JAIPUR



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Exhibit 1
IBM Logo



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Registrar
JK Lakshmi Pat University
JAIPUR

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Bangalore
560 029
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Exhibit 2

IBM Logo Usage Guidelines for Marketing Materials and Websites

These Guidelines set forth the standards and requirements for use of the IBM Logo on Marketing Materials and Websites bearing the IBM Logo and the logo, trademark or trade name of another company.

Compliance with these Guidelines is required. In the event of a conflict between the terms and conditions of the Logo License Agreement and this Exhibit 2, this Exhibit 2 shall prevail.

Guidelines as to the Nature and Content of the Marketing Materials and Websites:

1. Use of the IBM Logo may occur only on Marketing Materials and Websites which clearly and explicitly communicate:
 - a. the scope and nature of the relationship between the parties;
 - b. the responsibilities of each of the parties.

The IBM Logo may not be used in such a way as to attribute to IBM a product or service not actually originating from IBM.

2. Marketing Materials and Websites may not contain any statements, imagery or other materials which are illegal or which may, in the sole judgment of IBM, be in bad taste or inconsistent with IBM's public image, or tend to bring disparagement, ridicule or scorn upon IBM.
3. The IBM Logo may not be placed or applied in a manner which may cause confusion as to the source or origin of the offering or communication.
4. The IBM Logo must always remain distinct and separate. The IBM Logo may not be combined with any other trademark or logo owned by another company nor may it be combined with any text, graphics, imagery or product identifiers. The IBM Logo may not be contained within the text of a sentence.
5. In a sponsorship, when used in proximity to one or more company identifiers, the IBM Logo should be placed and sized to match the visual weight and emphasis of all the other sponsors logos.
6. The use of the IBM Logo must clearly communicate the context or relationship IBM has with the company, event or offering. This may be done by the addition of "relationship text" in the headline, body copy and/or in association with the logo signatures of a communication.
7. The following trademark attribution statement shall be applied on the page on which the IBM Logo is being used or in the legal attribution segment of the Marketing Materials and Websites:

The IBM Logo is a registered trademark of IBM in the United States and other countries and is used under license. IBM responsibility is limited to IBM products and services and is governed solely by the agreements under which such products and services are provided.

Correct Appearance of the IBM Logo:

1. Do not create your own version of the IBM Logo.
2. Do not change the size, color or proportion of the artwork provided by IBM.
3. Always allow a "safe space" around the logotype that is equal to or greater than the height of the IBM Logo in use.
4. Do not place the IBM Logo on active backgrounds that may reduce legibility.
5. Always use the approved IBM Blue:

Color Specifications:

Pantone equivalent: PMS 2718C

Process equivalent: Cyan 75%, Magenta 43%, Yellow 0%, Black 0%

RGB equivalent: Red 90, Green 135, Blue 197

Broadcast equivalent: Red 22%, Green 42%, Blue 70%

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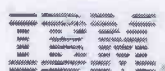
[Signature]

Registrar
JK LakshmiPat University
JAIPUR

[Signature]
India Private Limited
Bangalore
560 029

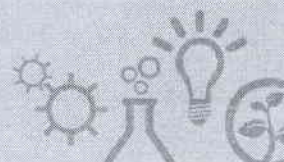
ATTACH EXHIBIT 3

Illustration – Sample only



IBM Software Lab for
Emerging Technologies
Initiative of the Career Education Program

In collaboration with:
JK Lakshmipat University



Uavita
Say



Registrar
JK Lakshmipat University
JAIPUR

Memorandum of Understanding

This Memorandum of Understanding (MoU) is entered on the 17th day of November, 2015.

By and between:

Winner Academy of Excellence(WAE) having its registered office at 3-A, Chitragupta Nagar-II, Near Integral Bank, Kartarpura Railway Crossing, Jaipur-302005, hereinafter referred to as "**WAE**", which expression shall include its legally constituted signatories, assigns, successors and officers duly authorized to execute such MoU) OF THE FIRST PART

AND

JK Lakshmipat University, Jaipur, a Private University established through "The JK Lakshmipat University, Jaipur Act, 2011 (Act No. 19 of 2011)" by the State Legislature of Rajasthan and notified vide Rajasthan Gazette Notification No. F 2(23) Vidhi/2/2011 dated 15.09.2011, having its registered office at, Near Mahindra SEZ, Mahapura, Ajmer Road, Jaipur-302 026, Rajasthan (hereinafter referred to as "**Institution**", which expression shall expressly include its legally constituted signatories, assigns, successors and officers duly authorized to execute such MoU) OF THE SECOND PART

Institution and WAE are hereinafter collectively referred to as "**Parties**" and individually referred to as "**Party**"

WHEREAS,

1. WAE specializes in providing B2B Training solutions to the Corporate Organizations as well as to Educational Institutions. WAE follows the Training Development Life Cycle and provides all its training solutions after proper TNI (Training Need Identification) & TNA (Training Need Analysis). Their key solutions include programs in Behavioral Skills, Technical Areas, Sales & Marketing, Communication Skills, etc. WAE is known for our customized training programs and owning them till the results are achieved and this makes us the best choice among all the service providers in this arena. More details of these programs and list of clients is available on <https://waecs.in>.
2. The JK Lakshmipat University is covered u/s 2(f) of the UGC Act, 1956 and empowered to award degrees as specified by the UGC under section 22 of the UGC Act, 1956 through its main campus in regular mode. The University is carrying out various under-graduates, post-graduates and Ph.D. programmes in the streams of Engineering, Sciences and Management, details of which are available at www.jklu.edu.in. The University is approved u/s 10(23C) (vi) of the Income Tax Act, 1961.
3. JKLU and WAE desire to establish collaboration for the benefit of students and faculty of JKLU and employees of WAE.



Now therefore, in consideration of the understanding hereinabove, both parties enter into this Memorandum of Understanding with relationship terms and conditions brought forth herein.

1. Term:

This MoU shall be effective from execution of this MoU and continue for a period of **Five (05) Years** from the date of its execution. The agreement will be automatically renewed unless either party notifies the termination of this agreement with a written notification, signed and sealed by a designated official six months in advance. Any written MoUs altering the term and/or conditions of this MoU must be reviewed and approved in advance by both parties. In contemplation of establishment of the collaboration, the Parties agree as follows:


Objectives:

- a) To contribute further the stated goals and objectives of both parties through mutual cooperation programs.
- b) To strengthen collaboration between both parties by exploring opportunities in the following broad areas:
 - i. Pre-placement training support to the students
 - ii. Support for Internships in various companies
 - iii. Support for arranging placement opportunities
 - iv. Collaboration in Training and competency building programs
 - v. Organizing joint activities to support JKLU building long-term partnership with various industries

Commercials:

To be decided mutually by both the parties.

IN WITNESS WHEREOF, this MoU is duly executed on the day, month and year first herein above written in the presence of:

	For JK Lakshmipat University	For WAE
Signature		
Name	Dr. Umesh Gupta	Mr. Mukesh Vyas
Title	Placement Coordinator	Director (Operations & Marketing)
Date	17/11/2015	17/11/2015



MEMORANDUM OF UNDERSTANDING

For cooperation in the field of education and academic activities of mutual benefit

BETWEEN

J.K. LAKSHMIPAT UNIVERSITY

Laliya Ka Vas, P.O. Mahapura, Ajmer Road, Jaipur- 302 026, India

AND

SZÉCHENYI ISTVÁN UNIVERSITY

Egyetem tér 1. Győr 9026, Hungary

Széchenyi István University, Hungary and J.K. Lakshmipat University, Jaipur, India (hereinafter, referred to as the „parties”) hereby affirm their intent to promote such academic cooperation and exchange as will be for the mutual benefit to both the parties in accordance with a desire to promote cooperation in the areas of mutual interest for the benefit of both the institutions. This Memorandum of Understanding is considered here to include but not limited to:

1. Exchange of faculty, students and researchers.
2. Cooperation of such activities as joint research, lectures, symposia and country visit for students.
3. Exchange of data, documentations and research materials in the fields of mutual interest.
4. Work towards cooperative educational program for the future.

Hence, both the parties shall agree to as follows:

Article 1. Joint activities will be established by the mutual agreement of both the parties. These projects will be undertaken to enhance the exchange of knowledge and cultural traditions at the global level.

Article 2. Both the parties shall seek to engage in the future in the following types of cooperation subject to the agreement and mutual consent:

- a) Exchange of faculty, students and researchers
- b) Exchange of scholarly publications and other information in the areas of interest to both the parties.
- c) Joint research and activities.

Article 3. The provisions relating to the exchange of faculty, students and research scholars are as follows:

- a) The duration of the exchange visit and support for such shall depend on the mutual consent of both the parties.
- b) The host university will do its best to provide exchange faculty, students and researchers with research space and facilities.

- c) Exchange faculties/students/researchers shall be subject to the rules and regulations of the host university.
- d) The host university will make efforts to provide accommodation and food facilities in their university for the exchange candidates.

Article 4. Both the parties understand that all financial arrangements will have to be negotiated separately and will depend on the availability of funds.

Article 5. It is understood that both the parties subscribe to the principle of equality and equal opportunity and do not discriminate on the basis of Race, Gender, Age, Color, Religion, Creed, Language or National origin.

Article 6. Any issue arising from the interpretation or implementation of this agreement will be settled through consultations between the parties or such other means as they may mutually decide.

Article 7. Both the parties will work towards activities of mutual development and respect the aims, objectives and philosophies of the other institution.

Article 8. This agreement will be automatically renewed unless either party notifies the termination of this agreement with a written notification, signed and sealed by a designated official six months in advance.

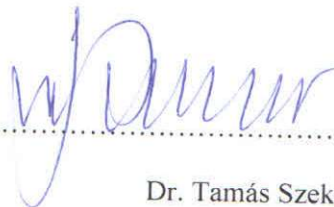


Dr. Upinder Dhar

Vice Chancellor

JK Lakshmipat University

Jaipur, India



Dr. Tamás Szekeres

Rector

Széchenyi István University

Győr, Hungary



Date: 19th March, 2012

29 February, 2012

