



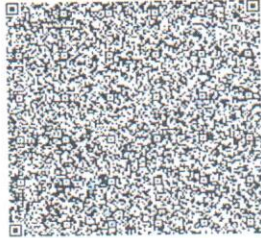
सत्यमेव जयते

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Certificate No.	: IN-DL254650722906680
Certificate Issued Date	: 02-Dec-2016 12:50 PM
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Unique Doc. Reference	: SUBIN-DL872303512509329484880
Purchased by	: IBM INDIA PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: IBM INDIA PVT LTD
Second Party	: SRM UNIVERSITY
Stamp Duty Paid By	: IBM INDIA PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line.....

Memorandum of Understanding

between

SRM University Delhi-NCR, Sonapat (Haryana)

And

IBM India Pvt. Ltd

This Memorandum of Understanding ("MOU") is entered into at effective as of 19th Dec. 2016
("Effective Date"), by and between:

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
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.....Please write or type below this line.....

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

SRM University Delhi-NCR, Sonapat (Haryana) having its registered office and campus, SRM University Delhi-NCR, Sonapat (Haryana), Plot No. 39, Rajiv Gandhi Education City, Sonapat, Haryana 131029, India, hereinafter unless the context otherwise requires be referred to as "SRM".

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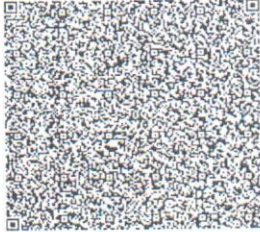
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate No.	: IN-DL25466505821711O
Certificate Issued Date	: 02-Dec-2016 12:52 PM
Account Reference	: IMPACC (IV)/ dl872303/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL872303512531302999500
Purchased by	: IBM INDIA PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: IBM INDIA PVT LTD
Second Party	: SRM UNIVERSITY
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Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



.....Please write or type below this line.....

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

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

[Handwritten signature]



WHEREAS SRM and IBM agree that all discussions between SRM 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 SRM will elect to engage IBM as the primary and preferred technology provider and for software training services.

Now therefore this MOU witnesses:

I - DEFINITIONS

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

"Faculty" hereby refers to Training Staff of SRM,

"Students" hereby refers to all the students of SRM,

"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 SRM for which SRM 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.

II. Foreseen benefits of the collaboration

a) SRM

- 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 Cloud, 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

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- 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

- 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 SRM.

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

Under this MOU, SRM 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 SRM 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 SRM. 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 Five (5) years, unless terminated earlier by either party, or extended mutually by both parties hereto, on the same terms and conditions as herein.

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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 SRM 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 SRM by virtue of this MOU, shall also stand automatically terminated without any further act of parties. SRM 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 SRM 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 SRM 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 SRM 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 SRM 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, SRM 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 New Delhi. 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.

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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 SRM premises as well as training attendance records maintained by SRM. 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 SRM and will not be disclosed to any third party without the prior written consent of IBM. Notwithstanding the foregoing, SRM may make such disclosure to the extent required by law, court or statutory authority, in which case SRM will promptly inform IBM to allow IBM a reasonable opportunity to obtain a protective order. IBM and SRM 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.

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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.

SRM 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 SRM University Delhi-NCR, Sonapat (Haryana)

For IBM India Private Ltd.

Name:

Name:

Designation:

Designation:

Signature:

Signature: _____

Name:

Designation:

Signature:

Dr. I. K. SHARMA
DEAN
SRM UNIVERSITY, HARYANA
PLOT No. 39, RAJIV GANDHI EDUCATION CITY
P.S. RAI (P.O.), SONEPAT, HARYANA-131029

SRM University Delhi-NCR, Sonapat (Haryana)

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Annexure I to IBM Career Education MoU

- a) IBM and SRM, 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 SRM are keen to cooperate in a way that shall benefit SRM students pursuing a career in the industry.
- b) SRM 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 SRM 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 SRM. IBM's responsibilities under this Agreement are subject to SRM fulfilling its responsibilities under the MoU.
- c) The curriculum may be provided by IBM or jointly developed by IBM and SRM designated subject matter experts. There may be additional specialized offerings and curriculum may be reviewed and updated by IBM and SRM from time to time with mutual agreement.
- d) Joint Co-ordination Committee - To guide the execution of the activities agreed under this MoU, SRM and IBM Career Education team may constitute a Joint Co-ordination Committee (hereinafter referred to as "Committee") as follows:
 - Vice-Chancellor / Head of SRM or his nominee as the Chairperson;
 - One representative from each party as members
 - A Project Coordinator from SRM 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, SRM.

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 SRM for the program
- Deploy SMEs for covering deliver Courses (including practical/Lab hours) agreed as per the curriculum, for students as mutually agreed as per the curriculum
- Provide the participation certificates for all the students who have successfully completed the course

f) SRM

- 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.

**Course Details:**

Enablement Programs under IBM Software Lab for Emerging Technologies

S. No.	Description	No. of Participants required	Price (INR)
	Enablement Program for 2016 Emerging Areas of Technology CAMS (2 days), Essentials of Software Engineering (OOAD & SW Lifecycle) (4 Days)	Max of 20 Faculty members	8,50,000/-
	Enablement Program for 2017 Data Base Management System (3 Days), Essentials of Hadoop (4 Days)	Max of 20 Faculty members	7,00,000/-
	Enablement Program for 2018 – Even Semester Advanced RDBMS (4 Days), Foundation Course in Application & Cloud Security (4 Days)	Max of 20 Faculty members	8,50,000/-
	Enablement Program for 2018 – Odd Semester Big Data Programming (4 Days)	Max of 20 Faculty members	5,00,000/-

Payment Milestones for the Enablement SessionsEnablement Program for 2016 – Due on or before 19th Dec 2016Enablement Program for 2017 - Due on or before 15th Apr 2017Enablement Program for 2018 – Even Semester - Due on or before 15th Jan 2018Enablement Program for 2018 – Odd Semester - Due on or before 15th Jul 2018

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Details of Enablement Programs

Base Faculty Development Program - 1st Year - 2016

Topic as per curriculum (By IBM SME)	No. of Days Trg by IBM	Equivalent Training Hours	No. of Faculty Members	Tentative Delivery Schedule	Comments
Emerging Areas of Technology CAMS	2	16	20	Dec 2016 - Feb 2017	All courseware, Instructor Guides will be provided by IBM
Essentials of Software Engineering (OOAD & Software Development Life Cycle)	4	32	20	Dec 2016 - Feb 2017	All courseware, Instructor Guides will be provided by IBM

Base Faculty Development Program - 2nd Year - 2017

Topic as per curriculum (By IBM SME)	No. of Days Trg by IBM	Equivalent Training Hours	No. of Faculty Members	Tentative Delivery Schedule	Comments
Data Base Management System	3	24	20	May 2017 - Jul 2017	All courseware, Instructor Guides will be provided by IBM
Foundation Course in Hadoop	4	32	20	May 2017 - Jul 2017	All courseware, Instructor Guides will be provided by IBM

Faculty Development Program - 3rd Year - 2018 (Even Semester)

Topic as per curriculum (By IBM SME)	No. of Days Trg by IBM	Equivalent Training Hours	No. of Faculty Members	Tentative Delivery Schedule	Comments
Advanced RDBMS	4	32	20	Jan 2018- April 2018	All courseware, Instructor Guides will be provided by IBM
Foundation Course in Application & Cloud Security	4	32	20	Jan 2018- April 2018	All courseware, Instructor Guides will be provided by IBM

Faculty Development Program - 3rd Year - 2018 (Odd Semester)

Topic as per curriculum (By IBM SME)	No. of Days Trg by IBM	Equivalent Training Hours	No. of Faculty Members	Tentative Delivery Schedule	Comments
Big Data Programming	4	32	20	Jul 2018 - Nov 2018	All courseware, Instructor Guides will be provided by IBM

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Joint Programs Schema



The suggested Course Scheme for the Joint programs in each of the capabilities is illustrated below.

B. Tech (CSE) with Specialization in Cloud and Mobile Based Application Development (in association with IBM)

SRM University, Sonapat - Proposed Course Scheme of BTech (CSE) in Cloud & Mobile Based Application Development in association with IBM								
1st Sem	English	Mathematics - I	Physics	Software Foundation and Emerging Areas of Technology	Chemistry	Basic Engineering - I	Lata	
2nd Sem	Biology for Engineers	Mathematics II	English-I	Programming with Java	Material Science	Basic Engineering - II	Digital Computer Fundamentals	Lata
3rd Sem	German Language Phase -I / French Language Phase - I	Mathematics -III	Data Base Management System	Data Structures using C++	Discrete Structure	Industry Session on Emerging Technologies - Cloud Computing	Computer Organization & Architecture	Lata
4th Sem	German Language Phase -II / French Language Phase -II	Theory of Computation	Microprocessor & Interfacing	Operating Systems	Essentials of Software Engineering (OOAD & SW Lifecycle)	Analysis and Design of Algorithms	Foundation Course in Enterprise Application Development using IBM Rational Tools	Lata
5th Sem	Compiler Design	Data Communication Networks	Logic for Computer Science	Computer Graphics	Fundamental Course in Application Development & Deployment on Cloud	Principles of Programming Languages	Foundation Course in Hadoop	Appitude Building I
6th Sem	Artificial Intelligence & Expert Systems	Advanced DBMS	Distributed Operating System	Industry Session - Business Imperative of Cloud Based Applications in mainstream Industry	Multimedia & Web Technologies	Enterprise Mobile Application Development	Lata	
7th Sem	System Programming and System Administration	Data Warehousing & Data Mining	Cryptography & Network Security	Data Warehousing & Mining	Developing Applications for the IoT platforms	Foundation Course in Application & Cloud Security	Industry Session - Business Imperative of IoT Based Applications in mainstream Industry	Lata
8th Sem	As per University curriculum							

	General Engineering Topics
	Core Specialization Topics. Training to be conducted by IBM Subject Matter Experts, in Face to Face sessions. Courseware to be provided by IBM
	Core Specialization Topics. Training to be conducted by University Faculty Members and IBM to conduct Faculty Development Programs. Courseware to be provided by IBM.
	Industry Session : Topics to be conducted by IBM Industry Consultants

Student Development program - B Tech in CSE with specialization in Cloud & Mobile Based Application Development						
Semester	Course Name	Training to be conducted by IBM SME	Training to be conducted by SRM Faculty Members	Duration (Hours)	Courseware To be provided by	
1	Software Foundation and Emerging Areas of Technology	IBM SME		32	IBM	
2	Programming with Java	IBM SME		32	IBM	

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3	Data Base Management System		Institute Faculty	32	IBM
3	Industry Session on Emerging Technologies : Cloud Computing	IBM SME		16	IBM
4	Essentials of Software Engineering (OOAD & SW Lifecycle)		Institute Faculty	32	IBM
4	Foundation Course in Enterprise Application Development using IBM Rational Tools	IBM SME		32	IBM
5	Fundamental Course in Application Development & Deployment on Cloud	IBM SME		32	IBM
5	Essentials of Hadoop		Institute Faculty	32	IBM
6	Advanced RDBMS		Institute Faculty	32	IBM
6	Enterprise Mobile Application Development	IBM SME		32	IBM
6	Industry Session : Business Imperative of Cloud Based Applications in mainstream Industry	IBM SME		16	IBM
7	Developing Applications for the IoT platforms	IBM SME		32	IBM
7	Foundation Course in Application & Cloud Security		Institute Faculty	32	IBM
7	Industry Session : Business Imperative of IoT Based Applications in mainstream Industry	IBM SME		16	IBM

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B. Tech (CSE) with Specialization in Big Data & Analytics (in association with IBM)

SRM University, Sonapat - Proposed Course Scheme of BTech (CSE) in Big Data & Analytics in association with IBM							
1st Sem	English	Mathematics - I	Physics	Software Foundation and Emerging Areas of Technology	Chemistry	Basic Engineering - I	Labs
2nd Sem	Biology for Engineers	Mathematics - II	English-II	Programming with Java	Material Science	Basic Engineering - II	Digital Computer Fundamentals
3rd Sem	German Language Phase - II / French Language Phase - I	Mathematics - III	Data Base Management System	Data Structures using C++	Discrete Structure	Industry Session on Emerging Technologies - Introduction to Business Analytics using IBM Cognos Insight	Computer Organization & Architecture
4th Sem	German Language Phase - III / French Language Phase - II	Theory of Computation	Microprocessor & Interfacing	Operating Systems	Essentials of Software Engineering (SDAD & SW Lifecycle)	Analysis and Design of Algorithms	Foundation Course in Enterprise Application Development using IBM Rational Tools
5th Sem	Compiler Design	Data Communication Networks	Logic for Computer Science	Computer Graphics	Fundamental Course in Business Intelligence	Principles of Programming Languages	Essentials of Hadoop
6th Sem	Artificial Intelligence & Expert Systems	Advanced RDBMS	Distributed Operating System	Big Data Analytics	Multimedia & Web Technologies	Industry Session on Business Analytics & its Implications on Modern Enterprises	Elective
7th Sem	System Programming and System Administration	Data Warehousing & Data Mining	Cryptography & Network Security	Data Warehousing & Mining	Foundation Course in Cognitive Analytics	Big Data Programming	Industry Session - Business Implications of Big Data Technologies in mainstream Industry
8th Sem	As per University curriculum						

	General Engineering Topics
	Core Specialization Topics. Training to be conducted by IBM Subject Matter Experts, in Face to Face sessions . Courseware to be provided by IBM
	Core Specialization Topics . Training to be conducted by University Faculty Members and IBM to conduct Faculty Development Programs . Courseware to be provided by IBM.
	Industry Session : Topics to be conducted by IBM Industry Consultants

Student Development program - B Tech in CSE with specialization in Big Data & Analytics					
Semester	Course Name	Training to be conducted by IBM SME	Training to be conducted by SRM Faculty Members	Duration (Hours)	Courseware To be provided by
1	Software Foundation and Emerging Areas of Technology	IBM SME		32	IBM
2	Programming with Java	IBM SME		32	IBM
3	Data Base Management System		Institute Faculty	32	IBM

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3	Industry Session on Emerging Technologies : Introduction to Business Analytics using IBM Cognos Insight	IBM SME		32	IBM
4	Essentials of Software Engineering (OOAD & SW Lifecycle)		Institute Faculty	32	IBM
4	Foundation Course in Enterprise Application Development using IBM Rational Tools	IBM SME		32	IBM
5	Fundamental Course in Business Intelligence	IBM SME		32	IBM
5	Essentials of Hadoop		Institute Faculty	32	IBM
6	Advanced RDBMS		Institute Faculty	32	IBM
6	Big Data Analytics	IBM SME		32	IBM
6	Industry Session on Business Analytics & its imperative on Modern Enterprises	IBM SME		16	IBM
7	Foundation Course in Cognitive Analytics	IBM SME		32	IBM
7	Big Data Programming		Institute Faculty	32	IBM
7	Industry Session : Business Imperative of Big Data Technologies in mainstream Industry	IBM SME		16	IBM

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– Per Student Fee to IBM

S. No.	Description	No. of Participants required	Price (INR)
	B. Tech (CSE) with Specialization in Big Data & Analytics (in association with IBM) – Per Student Fee (for admissions in 2017 and onwards)	Min 50 in all semesters for each program	
	Semester 1		20500/-
	Semester 2		20500/-
	Semester 3		11000/-
	Semester 4		25000/-
	Semester 5		25500/-
	Semester 6		27000/-
	Semester 7		27500/-
	(For Odd Semesters - Due on or before May 23 rd of that year, other than for 1 st semester. Due date for Semester 1 students – 23 rd Jul) (For Even Semesters - Due on or before December 15 th , of previous year)		
	B. Tech (CSE) with Specialization in Cloud and Mobile Computing (in association with IBM) – Per Student Fee (for admissions in 2017 and onwards)	Min 50 in all semesters for each program	
	Semester 1		20500/-
	Semester 2		20500/-
	Semester 3		11000/-
	Semester 4		25000/-
	Semester 5		25500/-
	Semester 6		27000/-
	Semester 7		27500/-
	(For Odd Semesters - Due on or before May 23 rd of that year, other than for 1 st semester. Due date for Semester 1 students – 23 rd Jul)		



(For Even Semesters - Due on or before December 15 th , of previous year)	
Any change in Taxes/ Duties applicable shall be charged at the time of actual Invoicing.	

- For Odd Semesters (other than Semester 1), IBM fee is due in advance on or before May 23rd, every year, for First Semester, IBM Fee is due in advance on or before 23rd Jul, every year
- For even Semester, IBM fee is due in advance on or before December 15th, of the previous year, every year
- Taxes or duties as applicable will be extra
- SRM needs to place an order of a minimum number of students, in the above specialization program as mentioned in the aforementioned table, even in case the actual number of admission stands lesser than the minimum required number.
- Please note that commercials for IBM SPSS or any other Licenses and any cloud setup/access either on-premise or virtual are excluded
- For any additional Faculty Development Programs, please refer to the following commercials.

Suggested FDP Duration (days)	FDP Price (INR)
5	6,00,000
4	5,10,000

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

SRM University Delhi-NCR, Sonapat (Haryana)

IBM Career Education Program

Memorandum of Understanding

Annexure 1 - Page 10 of 10

SRM University (Haryana) and IBM agree that all discussions between the parties regarding a potential business arrangement are nonbinding unless and until the parties enter into a written, definitive agreement signed by their duly authorized representative, and neither party shall be obligated to enter into such an agreement.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is intended to outline a proposed business relationship between IBM India Private Limited ("IBM") with Registered offices at 12, Subramanya Arcade, Bannerghatta Road, BANGALORE - 560 029 and SRM University, Plot No. 39, Rajiv Gandhi Education City, Sonapat, Haryana 131029, India

WHEREAS, SRM University and IBM have entered into discussions concerning IBM's provision of technology products and services for Customer;

WHEREAS, the parties anticipate that Customer will elect to engage IBM as the primary and preferred technology provider for IT hosting, hardware, software and services.

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

1. Roles and Responsibilities

The proposed roles and responsibilities of the parties in connection with this proposed business relationship are described in Attachment 1.

2. Termination

This MOU will terminate on **5 years from the date of signing** 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 evaluation and discussions. All discussions, proposals, term sheets, draft agreements and other similar materials will be null and void if evaluations and discussions are terminated. This MOU can be extended upon written agreement of the parties.

3. Confidentiality

The existence and substance of this MOU and the provision of services contemplated hereby will be kept confidential and will not be disclosed to any party hereto to any third party without the prior written consent of the other party hereto. Notwithstanding the foregoing, any party may make such public disclosure as it believes, on the advice of counsel, is required by law or by applicable stock exchange regulations, in which case such party will consult with the other party and gain such party's written approval prior to making such disclosure.

The parties acknowledge that the exchange of confidential information by SRM University and IBM in connection with this MOU will be governed by the terms and conditions of that certain Agreement for Exchange of Confidential Information, attached hereto as Attachment 2.

4. Limitation of Liability

The parties agree that (i) the activities intended by this MOU may not be successfully completed; (ii) the results achieved may not be as anticipated; and (iii) these activities may not lead to any announced or generally available or limited offering. Any decision by any party to forego, or engage any other business opportunity, to alter or supplement any business plan of direction, or to make any investment in anticipation of the consummation of any transaction contemplated hereunder, is at the sole discretion of the party electing to do so, and will not create any actual or potential liability or any obligation for the other party, even if that party is aware of, or has been informed of, or has indicated approval of, any such action, decision, or election.

Except for a breach of Articles 3 or 5, for any claim in any way related to the subject matter of this MOU, the damaged party shall not be entitled to recover any actual and direct damages unless and until a definitive agreement has been signed. This will apply regardless of the form of action, whether in contract or in tort, including negligence. This limitation will not apply to claims for bodily injury or damage to real property or tangible personal property for which a party is legally liable. In no event will either party be liable for any lost profits, lost savings, incidental damages, or other economic consequential damages, even if advised of the possibility of such damages. In addition, neither party will be liable for any damages claimed by the other party based on any third party claim.

5. Publicity

IBM and SRM University each agrees not to use the trademarks, trade names, services marks or other proprietary marks of the other party to this MOU in any advertising, press releases, publicity matters, or other promotional materials without prior written approval of the other party. In addition each party agrees not to initiate or distribute any press releases, publicity matters or other promotional materials related to or referencing the subject matter of this MOU without prior written approval of the other party.

6. Governing Law

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

7. General

Nothing contained in this MOU will be deemed to grant any ownership in, or license to, any patents, inventions, copyrights or trademarks of either party, whether made under this MOU or not. Each party will own any intellectual property created by it during the period of the MOU. In case a party wants to use the other party's intellectual property as created above for internal purposes, it would have to acquire appropriate licenses and rights from the other party, under a separate agreement. Each party will continue to own any pre-existing material contributed by it.

It is understood that this MOU does not purport to cover all aspects of this business relationship.

This MOU supersedes all prior proposals and discussions on this subject and is the complete and exclusive statement of the agreement between the parties. This MOU cannot be modified except by a written agreement signed by the authorized representative of each of the SRM University and IBM companies. Any reproduction of this MOU by reliable means will be considered an original of this document.

Each party will be responsible for its own expenses in connection with these discussions. Except as set forth herein, there are no restrictions on either party as a result of these discussions and either party is free to pursue a similar business relationship with others at any time.

This Memorandum of Understanding sets forth the understanding of the parties as of

05-04-2022

IBM India Private Limited

SRM University

By: _____

By: _____

Name: Jagadish K G

Name: Prof. V. Samuel Raj

Title: Business Program Manager

Title: Registrar

Attachment 1 - Roles and Responsibilities

Foreseen benefits of the collaboration

a) SRM UNIVERSITY

- 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 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

b) IBM

- 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

IBM and SRM University, 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 SRM University are keen to cooperate in a way that shall benefit SRM University students pursuing a career in the industry.

SRM University shall rollout **Post-graduate / Under-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 SRM University 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 SRM University. IBM's responsibilities under this Agreement are subject to SRM University fulfilling its responsibilities under the MoU.

The curriculum may be provided by IBM or jointly developed by IBM and/or SRM University designated subject matter experts. There may be additional specialized offerings and curriculum may be reviewed and updated by IBM and SRM University from time to time with mutual agreement.

Joint Co-ordination Committee - To guide the execution of the activities agreed under this MoU, SRM University and IBM Career Education team may constitute a Joint Co-ordination Committee (hereinafter referred to as "Committee") as follows:

- Vice-Chancellor / Head of SRM University or his nominee as the Chairperson;
- One representative from each party as members
- A Project Coordinator from SRM University 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, SRM University.

The Committee shall recommend on course curriculum, course content, delivery. 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, and the program prospectus.

Following are the proposed roles and responsibilities:

a) IBM

- Appoint member to the committee
- To supply courseware for the students as required
- To help SRM University to develop curriculum for various programs which SRM University wants to roll out with IBM
- To nominate IBM SME to Board of Studies
- Provide the participation certificates for all the students who have successfully completed the course
- 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. 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.

b) SRM University

- 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
- Confirm and process the payments to IBM in advance on agreed schedule.

SRM University has admitted students in 2018 under the following programs:

1. B. Tech (CSE) with Specialization in Data Science and AI (in association with IBM)
2. B. Tech (CSE) with Specialization in Cloud and Mobile Application Development (in association with IBM)
3. B. Tech (CSE) with Specialization in Big Data Analytics (in association with IBM)

SRM University has admitted students in 2019 under the following programs:

1. B. Tech (CSE) with Specialization in Data Science and AI (in association with IBM)
2. B. Tech (CSE) with Specialization in Cloud and Blockchain Application Development (in association with IBM)

SRM University has admitted students in 2020 under the following programs:

1. B. Tech (CSE) with Specialization in Data Science and AI (in association with IBM)
2. B. Tech (CSE) with Specialization in Cloud and Mobile Application Development (in association with IBM)
3. B. Tech (CSE) with Specialization in Blockchain and IoT Application Development (in association with IBM)

SRM University has admitted students in 2021 under the following programs:

1. B. Tech (CSE) with Specialization in Data Science and AI (in association with IBM)
2. B. Tech (CSE) with Specialization in Cloud and Mobile Application Development (in association with IBM)
3. B. Tech (CSE) with Specialization in Blockchain and IoT Application Development (in association with IBM)
4. MBA with Specialization in Big Data Analytics (in association with IBM)
5. BBA in Business Analytics (in association with IBM)

SRM University would admit students in 2022 under the following programs:

1. B. Tech (CSE) with Specialization in Data Science and AI (in association with IBM)
2. B. Tech (CSE) with Specialization in Blockchain and IoT (in association with IBM)
3. MBA with Specialization in Big Data Analytics (in association with IBM)
4. BBA in Business Analytics (in association with IBM)

IBM shall provide reasonable support as set forth below to have SRMU commence and conduct this initiative. Such support may include assistance in the form of providing free IBM software products for education purposes, identified courseware and academic support through Subject Matter Experts ("SME").

The provision of software, IBM materials and services shall be under and subject to a relevant IBM agreement executed by the parties. Such agreement shall govern the use of software, IBM materials and services by SRMU.

IBM's responsibilities under this MoU are subject to SRMU fulfilling its responsibilities under the MoU and the relevant agreement signed with IBM.

The curriculum of the aforementioned Courses shall be jointly developed by IBM and SRMU designated SMEs. There may be additional specialized offerings and curriculum, which may be reviewed and updated by IBM and SRMU from time to time with mutual agreement.

IBM and SRMU shall jointly 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 with respect to promoting the program, approving the content and recommending changes therein, the program prospectus and fee structure.

IBM under Career Education Program shall provide the following:

- relevant IBM course material through the provisioned Private Instance of IBM Developer Skills Network
- training services for the chosen modules through IBM personnel or designated IBM business partners (in the programs commissioned with training services)
- support for curriculum development of courses

- make the IBM ecosystem of Independent Software Vendors and business partners and other relevant teams in IBM aware about this program through its communication channels like newsletters, and Electronic Direct Mailers
- certificate of training completion to students who have successfully completed the course

SRMU will appoint faculty members and program convener and other required resources to:

- co-develop the curriculum of the program
- promote the program through various channels, develop collateral and market the program
- conduct the admissions, deliver courses agreed as per the curriculum, conduct evaluations/assessments and issue certificate accordingly
- provide detailed session plan
- share student data of students who apply and enroll to the program with IBM
- provide the required infrastructure for running the courses as per IBM's specifications
- confirm and process the payments to IBM in advance on agreed schedule as set out in the signed agreement with IBM

The **program teach out** for **admission years 2018, 2019, 2020, 2021 and 2022** shall follow the course schematic and associated program commercials as detailed below:

For Admission Year -- 2018										
Student Development program - B Tech in CSE - MoQ* - 127										
Semester	Course Name	Duration (Hours)	Courseware To be provided by	Data Science & AI - 86		Cloud & Mobile - 21		Big Data & Analytics - 20		Unit Price (in INR) Exclusive of any applicable taxes
				IBM SME	University Faculty	IBM SME	University Faculty	IBM SME	University Faculty	
6	Artificial Intelligence	32	IBM	Yes		Yes		Yes		7600
6	No SQL and Mongo DB		IBM		Yes		Yes		Yes	
6	ARDBMS		IBM				Yes			
6	Deep Learning	32	IBM	Yes						
6	Microservices architecture and Implementation	32	IBM			Yes				
6	Data Visualization & Machine Learning (Based on Data Science Course)	32	IBM					Yes		
7	Quantum Computing	32	IBM	Yes						7600
7	DevOps		IBM				yes			
7	Industry Session: IoT Based Application	16	IBM			Yes				
7	Industry Session: Deep Learning	16	IBM	Yes				Yes		
7	Blockchain	32	IBM		Yes	Yes		Yes		
7	Data Science (Predictive Analytics)		IBM						Yes	
7	Foundation Course in Application and Cloud Security		IBM				Yes			

For Admission Year -- 2019									
Student Development program - B Tech in CSE									
Semester	Course Name	Duration (Hours)	Courseware To be provided by	Data Science & AI - MoQ* - 103		Cloud & Blockchain - MoQ* - 38		Unit Price (in INR) Exclusive of any applicable taxes	
				IBM SME	University Faculty	IBM SME	University Faculty		
4	Essentials of SE (OOAD and SW Life Cycle) - Agile Development Methodologies		IBM		Yes		Yes	17500	
4	FCEAD using IBM rational Tool / Cloud Application Developer	32	IBM	Yes		Yes			
5	Machine Learning using R	32	IBM	Yes				17500	
5	IoT Application Development		IBM				Yes		
5	Essentials of Hadoop		IBM		Yes		Yes		
6	Artificial Intelligence	32	IBM	Yes		Yes		24000	
6	Project Phase-1		IBM		Yes		yes		
6	Industry Session	8	IBM	Yes		Yes			
6	ARDBMS		IBM		Yes		Yes		
7	Project Work Phase-1		IBM					24000	
7	Industry Session	8	IBM	Yes		Yes			
7	Blockchain	32	IBM	Yes		Yes			
7	Data Science (Predictive Analytics)		IBM		Yes				
7	DevOps		IBM						
7	Foundation Course in Application and Cloud Security		IBM				Yes		

For Admission Year - 2020										
Student Development program - B Tech in CSE - MoQ* - 84										
Semester	Course Name	Duration (Hours)	Courseware To be provided by	Data Science & AI - 76		Cloud & Mobile - 5		Blockchain & IoT - 3		Unit Price (in INR) Exclusive of any applicable taxes
				IBM SME	University Faculty	IBM SME	University Faculty	IBM SME	University Faculty	
4	Industry Session	8	IBM	Yes		Yes		Yes		24000
4	Essentials of SE (OODAD and SW Life Cycle) - Agile Development Methodologies		IBM		Yes		Yes		Yes	
4	FCEAD using IBM rational Tool / Cloud Application Developer	32	IBM	Yes		Yes		Yes		
5	Machine Learning	32	IBM	Yes		Yes		Yes		17500
5	IoT Application Development		IBM						yes	
5	Essentials of Hadoop		IBM		Yes		Yes		Yes	
6	Artificial Intelligence	32	IBM	Yes		Yes		Yes		34000
6	Project Phase-1		IBM		yes		yes		yes	
6	ARDBMS		IBM		Yes		Yes		yes	
6	Microservices architecture and Implementation	32	IBM	Yes		Yes		yes		24000
7	Project Work Phase-2		IBM		yes		yes		yes	
7	DevOps		IBM		yes		yes		yes	
7	Industry Session	8	IBM	Yes		Yes		yes		
7	Blockchain	32	IBM	Yes		Yes		Yes		
7	Data Science (Predictive Analytics)		IBM		Yes					
7	Foundation Course in Application and Cloud Security		IBM				Yes		yes	

For Admission Year - 2021										
Student Development program - B Tech in CSE - MoQ* - 100										
Semester	Course Name	Duration (Hours)	Courseware To be provided by	Data Science & AI - 94		Cloud & Mobile - 4		Blockchain & IoT - 2		Unit Price (in INR) Exclusive of any applicable taxes
				IBM SME	University Faculty	IBM SME	University Faculty	IBM SME	University Faculty	
4	Industry Session	8	IBM	Yes		yes		yes		24000
4	Agile Development Methodologies		IBM		Yes		Yes		Yes	
4	Cloud Application Development	32	IBM	Yes		Yes		Yes		
5	Machine Learning	32	IBM	Yes		Yes		Yes		17500
5	Microservices architecture and Implementation		IBM				yes			
5	Essentials of Hadoop		IBM		Yes		Yes		yes	
5	Dockers & Kubernetes		IBM						Yes	24000
6	NO SQL and Mongo DB		IBM		Yes		Yes		Yes	
6	Artificial Intelligence	32	IBM	Yes		Yes		Yes		
6	IoT Base Application Development		IBM						Yes	
6	Cloud Native Application Development / Deployment of Private Cloud		IBM				Yes			
6	Mobile Application Development using IoT / Open Shift		IBM				Yes		Yes	
6	Industry Session	8	IBM	Yes		Yes		Yes		
6	Identity and Access Management		IBM						Yes	24000
7	Industry Session	8	IBM	Yes		Yes		Yes		
7	Blockchain	32	IBM						Yes	
7	Data Science (Predictive Analytics)		IBM		Yes					
7	Foundation Course in Application and Cloud Security		IBM				Yes			
7	Web Services		IBM				Yes			
7	Big Data Security		IBM	Yes						

For Admission Year - 2021 onwards							
Student Development program - BBA in Business Analytics - MoQ* - 25							
Semester	Course Name	Duration (Hours)	Courseware To be provided by	Business Analytics			Unit Price (in INR) Exclusive of any applicable taxes
				IBM SME	Minimum MoQ		
2	Data Analytics Fundamentals (Theory)	24	IBM	Yes	25		25000
3	Data Engineering for Analytics (Theory & practical)	32	IBM	Yes	25		33000
4	Dashboard Analytics and Reporting with BI (Theory & Practical)	32	IBM	Yes	25		33000
5	Statistics Fundamentals for analytics (Theory & Practical)	32	IBM	Yes	25		33000
6	Analytics with R (Theory & Practical)	24	IBM	Yes	25		25000

For Admission Year - 2021						
Student Development program - MBA in Big Data Analytics - MoQ* - 25						
Semester	Course Name	Duration (Hours)	Courseware To be provided by	Big Data Analytics		
				IBM SME	University Faculty	Unit Price (in INR) Exclusive of any applicable taxes
2	Programming using Python (Theory & Lab)		IBM		Yes	33000
2	Design Thinking (Theory)	32	IBM	Yes		
3	Predictive analysis (Theory & Lab)	32	IBM	Yes		33000
3	Enterprise Resource Planning (Theory & Lab)		IBM		Yes	
4	Cognitive Decision System for managers (theory and lab)	32	IBM	Yes		33000
4	Block chain for business		IBM		Yes	

For Admission Year - 2022								
Student Development program - B Tech in CSE - MoQ* - 100								
Semester	Course Name	Duration (Hours)	Courseware To be provided by	Data Science & AI		Blockchain & IoT		Unit Price (in INR) Exclusive of any applicable taxes
				IBM SME	University Faculty	IBM SME	University Faculty	
1	Industry Session	16		Yes		Yes		11000
2	Industry Session	16		Yes		Yes		11000
3	Python Programming	32	IBM	Yes		Yes		17500
4	Agile Development Methodologies		IBM		Yes		Yes	17500
4	Cloud Application Development	32	IBM	Yes		Yes		
5	Machine Learning	32	IBM	Yes		Yes		17500
5	Application and Cloud Security		IBM				Yes	
5	Essentials of Hadoop		IBM		Yes		Yes	
5	Dockers & Kubernetes		IBM				Yes	
6	NO SQL and Mongo DB		IBM		Yes		Yes	24000
6	Artificial Intelligence	32	IBM	Yes		Yes		
6	IoT Based Application Development		IBM				Yes	
6	Mobile Application Development using IoT / Open Shift		IBM				Yes	
6	Industry Session	8	IBM	Yes		Yes		24000
6	Identity and Access Management		IBM				Yes	
7	Industry Session	8	IBM	Yes		Yes		
7	Blockchain	32	IBM					
7	Data Science (Predictive Analytics)		IBM		Yes			24000
7	Big Data Security		IBM	Yes		Yes		

For Admission Year - 2022						
Student Development program - MBA in Big Data Analytics - MoQ* - 25						
Semester	Course Name	Duration (Hours)	Courseware To be provided by	Big Data Analytics		
				IBM SME	University Faculty	Unit Price (in INR) Exclusive of any applicable taxes
1	Sectoral Analytics (Theory & Lab)	32	IBM	Yes		33000
1	Changing Business with Data Insights (Theory & Lab)		IBM		Yes	
2	Programming using Python (Theory & Lab)		IBM		Yes	33000
2	Design Thinking (Theory)	32	IBM	Yes		
3	Predictive analysis (Theory & Lab)	32	IBM	Yes		33000
3	Enterprise Resource Planning (Theory & Lab)		IBM		Yes	
4	Cognitive Decision System for managers (theory and lab)	32	IBM	Yes		33000
4	Block chain for business		IBM		Yes	

* - MoQ for each admission year is mentioned in the respective table above.

For admission year 2022 onwards, the fee applicable shall be from the first year admissions for all four years.

Any change in Taxes/ Duties applicable shall be charged at the time of actual Invoicing.

- Please provision 4 weeks from date of order for setup of Private Instance of IBM Developer Skills Network
- Please factor 4 weeks to start delivery from date of order loading with advance payment on IBM
- The above fees is applicable only for 2018, 2019, 2020, 2021 & 2022 admission batches
- The unit price mentioned above in the table are in INR & exclusive of any applicable taxes
- SRM University needs to place an order for a minimum number of students based on the MoQ agreed in each semester for all the specializations even in case the actual number of admissions stands lesser than the minimum required number
- The fees per semester needs to be paid in advance prior to the semester commencement.
 - For odd semester, the fees must be paid before 15th June of that year
 - For even semester, the fees must be paid before 15th January of that year
 - For 2018 admissions (semesters 6 and 7), 2019 admissions (semesters 4, 5 and 6), all fees need to be paid by 15th April 2022
 - For 2020 admissions, the Semester 4 fee needs to be paid by 15th April 2022
 - For 2021 admissions:
 - B. Tech Semester 4 fee needs to be paid by 15th January 2023
 - BBA and MBA Sem 2 fee needs to be paid by 15th April 2022
 - For 2022 admissions, the Semester 1 fee for all tracks need to be paid by 20th Aug 2022

Please note that commercials for IBM SPSS either on-premise or virtual are excluded

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

Attachment 2

Agreement for Exchange of Confidential Information

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

1. Disclosure

Information will be disclosed either:

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

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

2. Obligations

The Recipient agrees to:

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

The Recipient may disclose Information to:

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

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

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

3. Confidentiality Period

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

4. Exceptions to Obligations

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

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

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

5. Disclaimers

THE DISCLOSER PROVIDES INFORMATION WITHOUT WARRANTIES OF ANY KIND.

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

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

6. General

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

Neither of us may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent. Any attempt to do so is void.

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

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

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

Only a written agreement signed by both of us can modify this Agreement.

Either of us may terminate this Agreement by providing one month's written notice to the other. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled and apply to respective successors and assignees.

Both of us consent to the application of the laws of India to govern, interpret, and enforce all of your and our rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

This Agreement is the complete and exclusive agreement regarding our disclosures of Information and replaces any prior oral or written communications between us regarding these disclosures. By signing below for our respective enterprises, each of us agrees to the terms of this Agreement. Once signed, any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

Agreed to:

SRM University

By:

Authorized Signature:

Name (type or print): **Prof. V. Samuel Raj**

Date: **2022-04-06 17:04:21 IST**

Identification number:

Address:

Plot No. 39, Rajiv Gandhi Education City,
Sonapat, Haryana 131029, India

Agreed to:

IBM India Private Limited

By:

Authorized Signature:

Name (type or print): **Jagadish K G**

Date: **2022-04-05 18:01:41 IST**

Agreement number:

IBM Address:

No. 12, Subramanya Arcade,
Bannerghatta Road,
Bangalore 560029, Karnataka, India.

Bond



Indian-Non Judicial Stamp Haryana Government



Date : 18/03/2019

Certificate No. G0R2019C1649



GRN No. 45193079



Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Deponent

Name: Xebia It architects India pvt ltd

H.No/Floor : Na

Sector/Ward : 59

Landmark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 0



Purpose : AGREEMENT to be submitted at Concerned office

AGREEMENT

This Agreement is executed on this day of _____ March '2019 ("Effective Date"),

By and Between;

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

AND

SRM University, Delhi-NCR, Sonapat (hereinafter referred to as "**SRMUH**" which expression unless it be repugnant to the context or meaning thereof, be deemed to include its successors, representatives, nominees and assigns) is a private university located in Sonipat in the state of Haryana, India, having its main campus at Plot no: 39, Rajiv Gandhi, Education City, Sonapat – 131029, Haryana assigns, through its Registrar; Dr. Manish Bhalla: of the SECOND PART.

"Parties" shall collectively mean SRMUH and Xebia and "Party" means each of SRMUH and Xebia individually.

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

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

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

1. Basis of the Agreement

1.1 Xebia and SRMUH acknowledge the need for incorporation of emerging technologies and specializations in the Computer Science Engineering programs in order to provide relevant education

Manish Bhalla
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and knowledge to students pursuing career in computer science engineering. SRMUH and Xebia have identified certain new specializations to be incorporated in the B.Tech Computer Science Engineering programs offered by SRMUH.

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

1.3 SRMUH shall rollout the following full time B Tech in Computer Science Engineering (CSE) programs in collaboration with Xebia.

- **B. Tech. (CSE) with Specialization in DevOps in academic collaboration with Xebia**

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

1.5 The above two programs are intended to be launched in Academic year 2019-20.

2. Roles and Responsibilities

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

2.1 Xebia's Responsibilities

2.1.1 The curriculum and courseware for specific course modules of the above-mentioned programs shall be developed by Xebia through designated subject matter experts and made available to SRMUH.

2.1.2 Xebia to deploy the selected faculty in SRMUH to deliver the above course.

2.1.3 The faculty for the course would be finalized and decided upon mutually and will be deployed by Xebia at SRMUH Campus starting Aug 1, 2019.

2.1.4 Every student will be provided with a soft copy for courseware in media friendly e-book format for the students who have enrolled for the program. SRMUH will be responsible for protecting the Xebia copyright for the content made available as a part of this agreement by way of extracting, printing or re-printing without permission (either part of whole) or copying anything from the Xebia-provided curriculum. Printed copies of the courseware can be made available to SRMUH faculty and students upon specific request and additional commercials.

2.1.5 Both the parties shall designate one Program Manager/Nodal Officer each, as the single point of contact from Xebia and SRMUH under this agreement.

2.1.6 Xebia to promote these programs within the Xebia client and partner network for placement opportunities for SRMUH students pursuing these courses.

2.1.7 Xebia to assist internship for students in each cohort/group who are eligible for internship within Xebia or its client and partner network.

- 2.1.8 Both the parties permit each other to use its brand logo for promotional and other activities incidental to these programs.
- 2.1.9 Xebia's support, obligations and discounted commercials are based on a minimum of 30 students in each program. If by any chance, students enrolled for a program is less than 30 students then Xebia will charge for a minimum of 30 students.
- 2.1.10 Industry projects and Internship support: Onsite internship/ Remote internship with Xebia or partner companies.
- 2.1.11 Participate in admission counselling and other marketing activities to assist SRMUH in the promotion of Xebia programs.
- 2.1.12 Hackathon Support for Xebia Programs
- 2.1.13 Industry Visit support and knowledge exchange programs for the students.
- 2.1.14 Professional Slack Networking tool from Xebia for ready-access to Xebia experts
- 2.1.15 Technical Webinars for students with Xebia experts including various access to Xebia content
- 2.1.16 Tech-Talks and Seminars by International experts
- 2.1.17 Placement assistance (within Xebia & Outside) to students enrolled into Xebia programs
- 2.1.18 Final assessment and Xebia certification on successful clearing the program. Additional weightage while looking for Job within Xebia or its partner companies.
- 2.1.19 Digital Badges for certified students.

3.1 SRMUH's Responsibilities

- 3.1.1 SRMUH will be responsible for determining the fees for the programs, number of students to be enrolled under these programs, award of degrees on successful completion of the program besides taking all regulatory and other approvals for launch of these programs at SRMUH.
- 3.1.2 SRMUH to guarantee a minimum billing of 30 students per program per academic year.
- 3.1.3 SRMUH to provide the detailed academic session plans to Xebia at least 8 weeks prior to start of the academic session.
- 3.1.4 SRMUH to promote & develop marketing collaterals and enroll the students under the programs.
- 3.1.5 SRMUH to share the student enrollment along with their email IDs data with Xebia within 30 days of the start of semester.
- 3.1.6 SRMUH to award degrees to students upon successful completion of the program. The transcripts to carry the following line "This B.Tech Computer Science Program is being offered by SRMUH in collaboration with Xebia".
- 3.1.7 SRMUH to nominate Designated Project Coordinator.

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- 3.1.8 SRMUH to provide regular feedback to Xebia on curriculum improvement based on feedback from faculty and students.
- 3.1.9 SRMUH to publish approved curriculum as part of SRMUH programs to be launched in industry academic collaboration with Xebia.
- 3.1.10 SRMUH will take care of all boarding, lodging and transfers to & from the Airport for any of the visiting Xebia team, faculty and industry SMEs at SRMUH campus. The stay should be in a comfortable, decently furnished guest house or hotel near SRM campus. All local transport of the Xebia faculty and SMEs will be borne by SRMUH.

4. Program Administration Process

- 4.1 **Joint Coordination Committee:** To coordinate the execution of the activities agreed under this Agreement, SRMUH and Xebia shall constitute a Joint Co-ordination Committee (hereinafter referred to as "JCC") whose members and roles will be as listed under Clause 4.2.
- 4.2 The Vice-Chancellor of SRMUH or his nominee as the Chairperson; two representatives from each party as members, a Project Coordinator from SRMUH who shall also be the Convener of the Committee. Convener of the committee may recommend changes in the membership from time to time in consultation with the nominating parties and the same shall be approved by the Vice Chancellor, SRMUH.
- 4.3 The JCC meeting shall have due representation from both SRMUH and Xebia to take decisions related to this Agreement.
- 4.3 The JCC shall make recommendations on program curriculum, content and its delivery, for approval by the Vice Chancellor, SRMUH through the Academic Council of the University.
- 4.4 The JCC shall monitor and review the activities under this Agreement and recommend such actions or decisions with respect to any aspect regarding this Agreement for the purpose of removing any impediment, promoting the programs arising from this Agreement, approving the content and recommending changes therein.

5. Deployment of Human Resources

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

6. Commercial terms

- 6.1 SRMUH shall pay to Xebia fees as per the agreed commercials attached in the Annexure-1.
- 6.2 The commercials offered in Annexure-1 are only for the 2019-20 intake and applicable for the entire 4-year term of the program. All subsequent batches will be charged as per 6.3 below.

M. S. Bhalg
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- 6.3 The Xebia fees will be increased on mutually agreed basis from new academic intake. However, the fee shall be payable for net enrollments in a semester (after withdrawals and subject to a minimum payment of 30 students per course) and will be paid within 45 days of start of each semester (i.e. 15th Aug and 15th Jan). In case of nonpayment of dues, Xebia has the right to terminate the agreement without any notice period.
- 6.4 Per student per semester fees doesn't include any applicable taxes such as GST etc. If any authority imposes under this Agreement a duty, tax, levy, or fee, excluding those based on Xebia's net income, then SRM agrees to pay that amount as specified in an invoice, unless SRM supplies exemption documentation.
- 6.5 SRM shall deduct applicable taxes under the provisions of the Income Tax Act, 1961 ("the Act") in respect of the payments due to Xebia and remit such Taxes Deducted at Source ("TDS") to the credit of the Government Account, file quarterly TDS returns under the provisions of the Act or such other law in force, furnish TDS certificates and comply with any other requirement connected thereto as required under the provisions of the Act. Further, SRM shall ensure that the Permanent Account Number ("PAN") of Xebia is quoted correctly in such quarterly TDS returns or any other document where the PAN of Xebia is required to be mentioned.

Time and Material rates –Consulting services provided with the prior approval of SRM will be charged at the additional time and material hourly rates that will be agreed separately with SRM. These rates apply to any services that are not described in this MOU, such as SME access for any custom course development, training programs for faculty & students, additional manpower for student-parent counselling, marketing and promotional events and conferences, etc.

7. Term and Termination

- 7.1 This Agreement shall be initially valid for period of 10 academic year intakes ending on 30th June 2029 and terms for renewal of this agreement post 30th June 2029 shall be mutually discussed & agreed upon by 30th Jan 2029. In case the agreement is not renewed, students admitted till expiry of the agreement will be taught out till conclusion of their programs at prevailing rates per student per semester.
- 7.2 If at any time any party wishes to withdraw from this Agreement, it may do so with or without any cause by providing the other party with a one-year notice after minimum of 2 years of the first intake. This intention to terminate this agreement must be provided in writing. Notwithstanding such termination, all students admitted to these programs prior to such termination shall be taught out by both parties wherein each party would be bound to provide its services as enumerated in this Agreement. Xebia will continue to be paid for the services rendered to such students even after the notice of termination is provided.
- 7.3 In case of non-payment, Xebia has the right to terminate the agreement without any notice.

8. Confidentiality

- 8.1 The existence and substance of this Agreement and the provision of services contemplated hereby shall be kept confidential and shall not be disclosed to any party hereto to any third party without the prior written consent of the other party hereto unless such disclosure is necessitated by due process of law. In all cases where disclosures are necessitated by law, the other party shall be kept duly informed of the same.

Manish Challa
Registrar
SRM University Haryana
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Sonapat-131 028 (HR)

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

8.2.1 Disclosure

Information shall be disclosed either:

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

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

8.3 Obligations

The Recipient agrees to:

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

Its employees who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of voting shares; and

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

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

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

8.4 Confidentiality Period

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

8.5 Exceptions to Obligations:

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

- 8.5.1 Already in its possession without obligation of confidentiality;
- 8.5.2 Developed independently;
- 8.5.3 Obtained from a source other than the Discloser without obligation of confidentiality;
- 8.5.4 Publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or
- 8.5.5 Disclosed by the Discloser to another without obligation of confidentiality.
- 8.5.6 The Recipient may use in its business activities the ideas, concepts and know-how contained in the Discloser's Information which are retained in the memories of Recipient's employees who have had access to the Information under this Agreement.
- 8.5.7 The Discloser shall not be liable for any damages arising out of the use of Information disclosed under this Agreement. Neither this Agreement nor any disclosure of Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Discloser.
- 8.5.8 The receipt of Information under this Agreement shall not in any way limit the Recipient from:
 - a. Providing to other products or services which may be competitive with products or services of the Discloser;
 - b. Providing products or services to others who compete with the Discloser; or
 - c. Assigning its employees in any way it may choose.
- 8.5.9 The Recipient shall:
 - a. Comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations, and
 - b. Unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to this Agreement (including direct products of such technical information or software) to any prohibited destination or country (including release to nationals, wherever they may be located, of any prohibited country) as specified in such applicable export regulations. This paragraph shall survive the termination or expiration of this Agreement and the confidentiality period above and shall remain in effect for one year after the termination of agreement.

9. Limitation of Liability

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

M. K. Challa
SRM University Haryana
Plot No. 39, R.G.E.C. Raj
Sonapat-131 029 (Haryana)

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

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

10. Indemnification

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

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

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

11. Publicity

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

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

12. Governing Law

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

13. Arbitration

13.1 Except for seeking injunction from the court of competent jurisdiction, every dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall be referred to a sole arbitrator to be appointed by a mutual agreement between the parties and if failing to agree to appoint such mutually acceptable arbitrator, to two arbitrators one to be appointed by each party to the difference and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering

Manish Bhatt
Registrar
CPM University Haryana
No. 39, R.G.E. Patiala
Dist-131025 (Haryana)
Page 8 of 12

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

14. General

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

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

14.3 Each Party shall act as an independent contractor. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Neither Party may make any commitments binding on the other, nor may either Party make any representation that they are acting for, or on behalf of, the other.

14.4 Neither of the parties may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent of the other party. Any attempt to do so is void.

15. Notice

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

Program Manager/Nodal Officer For SRMUH:

Name: Dr Manish Bhalla

Designation: Registrar

Address: Plot No 39, Rajiv Gandhi Educational City, P. S Rai, Delhi-NCR, Sonapat Haryana-131029

Email: registrar@srmuniversity.ac.in

Name: Mr. Manoj Madhavan Kutty

Designation- Deputy Director (Admissions) & Coordinator (International Relations)

Address: Plot No 39, Rajiv Gandhi Educational City, P. S Rai, Delhi-NCR, Sonapat Haryana-131029

Program Manager/Nodal Officer For Xebia:

Name: Brijesh Kohli

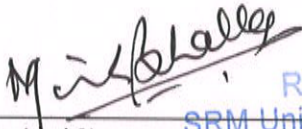
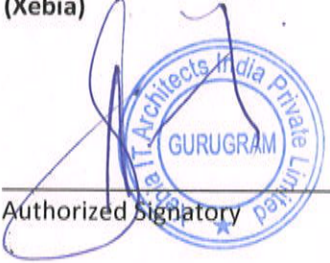
Designation: Director of Xebia Academy

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

Email: Brijesh.kohli@xebia.com

Manish Bhalla
SRM University Haryana
Plot No. 39, R.G.E.C. Rai
Sonapat-131 029 (Haryana)

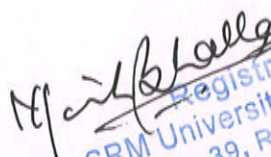
17. **Non-Solicitation of Employees:** During the term of this Agreement and for a period of one year after the termination of this Agreement, Both Parties shall not, without the prior written consent of the other Party, either directly or indirectly solicit or attempt to solicit, divert or hire away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

<p>Agreed to: SRM University, Delhi-NCR, Sonapat</p> <p> Authorized Signatory</p> <p>Registrar SRM University Haryana Plot No. 39, R.G.E.C. Rai Sonapat-131 029 (HR)</p> <p>Name: Dr. Manish Bhalla Designation: Registrar</p>	<p>Agreed to: Xebia IT Architect India Private Limited (Xebia)</p> <p> Authorized Signatory</p> <p>Name: Anand Sahay Designation: CEO</p>
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ANNEXURE – I

Commercials for SRMUH			
Item	Number of learners	Price (in INR)	Inclusions
Courseware charges payable per learner per semester	0 – 30	INR 22,000 + Taxes	A minimum of 30 new students fee each year will be payable per student per semester for the program irrespective of the actual enrolments. In the event actual enrolment is lesser than 30 then minimum pay-out of 30 students will be billed.
Courseware charges payable per learner per semester	30 & above	INR 20,000 + Taxes	For more than 30 new students each year. This pricing tier will be applicable.
Printed copy of Student Course material (if requested)	1	Included in the student fee mentioned above	Student handbook and Lab guide included as standard.
Important notes:			
Standard Courseware for each semester includes the following -			
<ul style="list-style-type: none"> ✓ Student Course e-book(s) ✓ Student Lab Guide(s), ✓ Instructor slide deck, ✓ Instructor handbook ✓ Mock Test MCQs ✓ Printed copy of student handbook to all students 			
2	Student course material will be available in e-book & printed format to all students. If specifically required, printed copies can be ordered from Xebia. Any unauthorized copies printed or reprinted beyond the student enrollment will constitute breach of IP ownership rights of Xebia.		
3	LMS-ready format of material will be provided. Any technical integration & development is not included scope. If requested by SRM, such support with specific commercials will be provided and payable by the University.		
4	Instructor slide deck is provided as a standard tool. Faculty members are free to use their own material in addition to the standard decks & reference material.		
5	All costs pertaining to local accommodation, food, airfare and airport transfers pertaining to courses delivery by Xebia trainers or other staff involved in supporting the delivery, Guest speakers for Tech Talks and other on-campus programs will be borne by Xebia.		
6	All registered students - <ul style="list-style-type: none"> ✓ Get access to professional Slack networking tool from Xebia for ready-access to Xebia experts. ✓ Get access to technical talks and webinars by Xebia experts from around the world. ✓ Get opportunities to participate in Hackathons organized by Xebia. ✓ Are eligible to participate in remote / onsite internship opportunities with Xebia or its partner companies. This is subject to evaluation by Xebia/partners and not a guaranteed opportunity. ✓ Optional: Students can pay and choose to certify on an industry-recognized 'Xebia certification' that would require demonstration of mastery based on theory and practical 		

	learnt and applied during the curriculum. It is NOT mandatory but carries additional weightage while looking for a job with Xebia or its partner organizations.
<u>7</u>	Any taxes or levies chargeable on the above commercial offer will be extra and borne by the University. An 18% GST is applicable on all services offered by Xebia.
<u>8</u>	The IP for all Course material is solely owned by Xebia and any reprint or further circulation will require prior approval and commercial understanding between the University and Xebia.
<u>9</u>	Mock tests for students can be conducted off-line (paper based) or online. Nominal extra charges are applicable if Xebia online assessment platform is used for conduct of these mock tests.

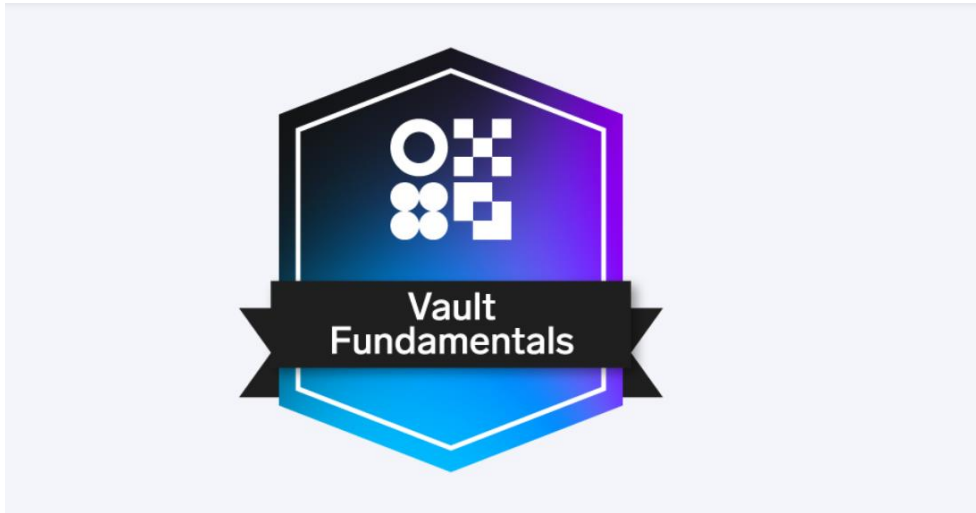

 Registrar
 SRM University Haryana
 Plot No. 39, R.G.E.C. Rai
 Sonapat-131 029 (Haryana)

Registration Number : 11018210091

Name : Shagun

Link for certificate : <https://certificates.thoughtmachine.net/8e25c6f5-666b-4f8b-bc93-c6bdfa013502#gs.yq6age>

Screenshot of certificate :





Date: July 14, 2022

TO WHOMSOEVER IT MAY CONCERN

Dear Sir / Madam,

This is to certify that **Mr. Aryan Gupta**, student of **SRM University** has successfully completed his internship with Xebia IT Architects Pvt Ltd

The details are as follows

- **Duration:** 13/06/2022 to 29/07/2022
- **Project:** DevOps XE-INT-2022-008
- **Team:** DevOps

Aryan performed his duties diligently and we wish him all the best for his future endeavors

Yours sincerely



Glory Nelson

Glory Nelson
Chief People & Strategy Officer
Xebia IT Architects India Private Limited

Xebia IT Architects India Private Limited

Registered Office : 404 Naurang House, 21 K G Marg, Connaught Place, New Delhi - 110001

Gurugram Office :

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Bengaluru Office :

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office : +918046622200

Pune Office :

Sky Belvedere, Ground floor,
Mhada Colony, Viman Nagar,
Pune, Maharashtra - 411006
office . +91 20 40111473

Date: July 19, 2022

TO WHOMSOEVER IT MAY CONCERN

Dear Sir / Madam,

This is to certify that Ms. Sayana Elsa, student of SRM University has successfully completed her internship with Xebia IT Architects Pvt Ltd.

The details are as follows:

- Duration: 13/06/2022 to 29/07/2022
- Project: DevOps: XE-INT-2022-008
- Team: DevOps

Sayana performed her duties diligently and we wish her all the best for her future endeavors.

Yours sincerely



Glory Nelson

Chief People & Strategy Officer

Xebia IT Architects India Private Limited

Xebia IT Architects India Private Limited

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office : +91 20 40111473



Date: July 14, 2022

TO WHOMSOEVER IT MAY CONCERN

Dear Sir / Madam,

This is to certify that **Mr Shashwat Dogra**, student of **SRM University** has successfully completed his internship with **Xebia IT Architects Pvt Ltd**.

The details are as follows:

- **Duration:** 13/06/2022 to 29/07/2022
- **Project:** DevOps: XE-INT-2022-008
- **Team:** DevOps

Shashwat performed his duties diligently and we wish all the best for his future endeavors.

Yours sincerely



Glory Nelson
Chief People & Strategy Officer
Xebia IT Architects India Private Limited

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Pune, Maharashtra - 411006
office : +91 20 40111473



Date: July 14, 2022

TO WHOMSOEVER IT MAY CONCERN

Dear Sir / Madam,

This is to certify that **Mr. Sambhav Jain**, student of **SRM University** has successfully completed his internship with Xebia IT Architects Pvt Ltd.

The details are as follows:

- **Duration:** 13/06/2022 to 29/07/2022
- **Project:** DevOps: XE-INT-2022-008
- **Team:** DevOps

Sambhav performed his duties diligently and we wish him all the best for his future endeavors.

Yours sincerely



Glory Nelson

Glory Nelson
Chief People & Strategy Officer
Xebia IT Architects India Private Limited

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office : +91 20 40111473

Date: July 14, 2022

TO WHOMSOEVER IT MAY CONCERN

Dear Sir / Madam,

This is to certify that **Mr. Arvind Yadav**, student of **SRM University** has successfully completed his internship with Xebia IT Architects Pvt Ltd.

The details are as follows:

- **Duration:** 13/06/2022 to 29/07/2022
- **Project:** DevOps: XE-INT-2022-008
- **Team:** DevOps

Arvind performed his duties diligently and we wish him all the best for his future endeavors.

Yours sincerely



Glory Nelson

Glory Nelson
Chief People & Strategy Officer
Xebia IT Architects India Private Limited

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Pune, Maharashtra - 411004
office : +91 20 4011114



Date: July 14, 2022

TO WHOMSOEVER IT MAY CONCERN

Dear Sir / Madam,

This is to certify that **Mr. Manish Prajapati**, student of **SRM University** has successfully completed his internship with Xebia IT Architects Pvt Ltd.

The details are as follows:

- **Duration:** 13/06/2022 to 29/07/2022
- **Project:** DevOps: XE-INT-2022-008
- **Team:** DevOps

Manish performed his duties diligently and we wish him all the best for his future endeavors.

Yours sincerely



Glory Nelson
Chief People & Strategy Officer
Xebia IT Architects India Private Limited

Xebia IT Architects India Private Limited

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office : +91 20 40111473



Date: July 14, 2022

TO WHOMSOEVER IT MAY CONCERN

Dear Sir / Madam,

This is to certify that **Mr. Shreyansh Arora**, student of **SRM University** has successfully completed his internship with Xebia IT Architects Pvt Ltd.

The details are as follows:

- **Duration:** 13/06/2022 to 29/07/2022
- **Project:** DevOps: XE-INT-2022-008
- **Team:** DevOps

Shreyansh performed his duties diligently and we wish him all the best for his future endeavors.

Yours sincerely



Glory Nelson
Chief People & Strategy Officer
Xebia IT Architects India Private Limited

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Pune, Maharashtra - 411006
office : +91 20 40111473



Date: July 14, 2022

TO WHOMSOEVER IT MAY CONCERN

Dear Sir / Madam,

This is to certify that **Mr. Kunal Sharma**, student of **SRM University** has successfully completed his internship with Xebia IT Architects Pvt Ltd.

The details are as follows:

- **Duration:** 13/06/2022 to 29/07/2022
- **Project:** DevOps: XE-INT-2022-008
- **Team:** DevOps

Kunal performed his duties diligently and we wish him all the best for his future endeavors.

Yours sincerely



Glory Nelson
Chief People & Strategy Officer
Xebia IT Architects India Private Limited

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