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**CERTIFICATE**  
 Certified that a sum of Rs. 200/-  
 (IN Words: TWO HUNDRED ONLY)  
 Government of Karnataka  
 Registration and  
 Receipt / Chalan No. 88 L 6  
 Government of Karnataka  
 Proprietor  
 Total stamp duty paid Rs

ಈ ದಾಖಲೆಯನ್ನು 2014 ರಲ್ಲಿ ಸಿದ್ಧಪಡಿಸಲಾಗಿದೆ  
 ಸಂಖ್ಯೆ: 09-05-2003ರ ಸಂಖ್ಯೆಯಲ್ಲಿ  
 ದಿನಾಂಕ: 09-05-2003ರಲ್ಲಿ ಸಿದ್ಧಪಡಿಸಲಾಗಿದೆ.



ನೋಂದಣಿ ಮತ್ತು  
 Registration and  
 Receipt / Chalan

ದಿನಾಂಕ  
 Date of execution

**Statement of Work**

This **Statement of Work** ("Agreement" or "Other Terms") is entered into and effective as of April 10<sup>th</sup>, 2014 ("Effective Date"), by and between

**IBM India Private Limited (Hereinafter referred to as "IBM")** a company incorporated under the Companies Act, 1956, having its registered offices at 12, Subramanya Arcade, Bannerghatta Road, Bangalore - 560 029.

and

**People's University, Bhopal (Hereinafter referred to as "PU")**, registered university campus at People's University, People's University Campus, Bhanpur Bypass Road, Bhanpur, Bhopal-462037, Madhya Pradesh, India.

(PU and IBM are hereinafter collectively referred to as "Parties" and individually as "Party")

This Agreement shall be governed by the terms and conditions of the Agreement for Courses and Education Materials dated April 10<sup>th</sup>, 2014 signed between IBM and PU ("Agreement for Courses and Education Materials").

**WHEREAS**, PU and IBM have agreed to work to incorporate certain Information Technology (IT), Management and Domain industry vertical curriculum into the Program courses of PU. These courses are more particularly described in Annexure B of this Agreement ("Programs");

**WHEREAS**, the parties have agreed that PU will elect to engage IBM as one of the primary and preferred technology providers for education support services and as stated in this Agreement.

**NOW, THEREFORE**, in order to ensure that the agreement between Parties, regarding the business relationship being sought, has clarity about the engagement, the following items represent points agreed to by the parties through this Agreement.



*[Signature]*  
 PRINCIPAL

People's College of Research & Technology  
 Bhanpur Bypass Road, Bhanpur, Bhopal-462037

## 1. Basis of the Agreement

i) IBM and PU, acknowledge the need for IBM Technology & Business skills, in the Information Technology & Management education sector. The objective of this Agreement is to have a number of graduating B.Tech(CSE/IT)/MBA/M.Tech professionals skilled on IT/Management Solutions and Industry vertical domain Technologies. Both IBM and PU are keen to cooperate in a way that will benefit the PU students pursuing a bright career.

ii) PU and IBM establish a roadmap to build a relationship to progress the Education Engagement in the following manner:

PU and IBM are coming together to design and deliver a completely new set of courses for our aspiring future generation. These courses will imbibe deep theoretical knowledge delivered to them coupled with broad-based industry alignment, interaction, talent discoverability, and excellence in their professional make-up. It is envisaged that the new batches thus trained and accredited at the PU will be ready for IT industry much better than their peers in other universities and colleges. They will readily fill the gap the IT industry is currently facing towards employability of graduate engineers into their customer projects.

PU will rollout a number of programs including full time graduate engineering programs, post graduate engineering and business management programs, with Specialization in IT aligned with mutually identified Industry domain verticals and Technology offerings. IBM will provide reasonable support as set-forth below to have PU commence and conduct this initiative. Such support will include assistance in the form of providing identified IBM specialization courseware, and academic support through Subject Matter Experts (SMEs). The roles and responsibilities and deliverables from IBM and PU are described in the sections that follow. The provision of hardware/software, IBM materials and services will be governed under the Agreement for Courses and Education Materials dated April 10<sup>th</sup>, 2014 (hereinafter referred to as the "Agreement for Courses and Education Materials") executed by PU. IBM's responsibilities under this Agreement are subject to PU fulfilling its responsibilities under the Agreement.

Apart from these full time programs, PU can also offer short term certificate courses through physical, mixed mode or purely online mode to students, with mutual agreement with IBM.

iii) IBM and PU have agreed to initially launch the joint B.Tech (CSE/IT) and MBA programs, with specializations from the following indicative list of streams, to the students enrolled at PU under this Agreement. Appropriate dual specialization, with preferably one domain and one technology, will be worked out as appropriate as per the requirement of future industry scenario.

The Program will be jointly developed by IBM and PU and the designated SME's. The list below is not limited and can be reviewed and updated by IBM and PU, from time to time, by mutual agreement:

- MBA/PGDBM with Specialization/Minor in Business Analytics and Optimization
- MBA/PGDBM with Specialization/Minor in Enterprise Mobility and Social Technologies
- MBA/PGDBM with Specialization/Minor in Cloud Strategy and Management
- MBA/PGDBM with Specialization/Minor in Systems and Information Technology
- B.Tech. in CSE/IT with Specialization in Cloud Computing
- B.Tech. in CSE/IT with Specialization in Business Analytics & Optimization
- B.Tech. in CSE/IT with Specialization in Mainframe Technology



*[Handwritten Signature]*

*[Handwritten Text: Position College of Engineering & Technology, Bangalore Institute of Technology, Bangalore, Karnataka - 560075]*

- B.Tech. in CSE/IT with Specialization in IT Infrastructure Management
- B.Tech. in CSE/IT with Specialization in Open Computing
- B.Tech. in CSE/IT with Specialization in Telecom Informatics
- B.Tech. in CSE/IT with Specialization in Healthcare Informatics
- B.Tech. in CSE/IT with Specialization in Retail Informatics
- M.Tech in CSE/IT with Specialization in Business Analytics & Optimization
- M.Tech in CSE/IT with Specialization in Cloud Computing

## 2. Roles and Responsibilities

The roles and responsibilities of IBM and PU, and IBM Deliverables, in connection with this proposed relationship are described in detail in Annexure A ("Roles and Responsibilities").

## 3. Financial Terms - Fees to be paid to IBM

In consideration of IBM performing its Roles and Responsibilities hereto, PU shall pay a fee to IBM as described in detail in Annexure C; Price Schedule.

## 4. Termination

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



## 5. Confidentiality

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

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

## 6. Limitation of Liability

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

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

## 7. Publicity

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

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

## 8. Governing Law

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



*[Handwritten Signature]*

## 9. Agreement for Exchange of Confidential Information

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

### 9.1 Disclosure

Information will be disclosed either:

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

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

### 9.2 Obligations

The Recipient agrees to:

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

The Recipient may disclose Information to:

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

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

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

### 9.3 Confidentiality Period

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



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#### 9.4 Exceptions to Obligations

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

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

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

#### 9.5 Disclaimers

#### THE DISCLOSER PROVIDES INFORMATION WITHOUT WARRANTIES OF ANY KIND.

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

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

#### 9.6 General

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

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.



*[Signature]*

PROFESSOR

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## 10. General

- a) This Agreement ("Other Terms"), Agreement for Courses and Education Materials and the Indemnity Deed dated April 10<sup>th</sup>, 2014 supersedes all prior proposals and discussions on this subject and is the complete and exclusive statement of the agreement between the parties. In case of conflict between the terms of this Agreement, Indemnity Deed dated April 10<sup>th</sup>, 2014 and the terms of the Agreement for Courses and Education Materials, the terms of this Agreement shall prevail. This Agreement ("Other Terms") cannot be modified except by a written agreement signed by the authorized representative of each of the PU and IBM. Any reproduction of this Agreement ("Other Terms") by reliable means will be considered an original of this document.
- b) Each party will be responsible for its own expenses in connection with these discussions.
- c) Except as set forth herein, there are no restrictions on either party as a result of these discussions and either party is free to pursue a similar business relationship with others at any time.
- d) Each Party will act as an independent contractor. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Neither Party may make any commitments binding on the other, nor may either Party make any representation that they are acting for, or on behalf of, the other.
- e) Both parties have obligation to ensure adherence to the present Agreement.
- f) Representation and Warranties of IBM:  
IBM hereby represent and warrants to PU that:
- i) it has all necessary power and authority to enter into this Agreement and to fully perform its obligations hereunder.
  - ii) neither the execution of this Agreement nor the performance by it of any of its obligations including the Roles and Responsibilities hereunder will conflict with or result in a breach of any provisions of law, regulation, judgment, order, authorization, agreement or obligation or document binding on or applicable to IBM.
- g) Neither of the Parties may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent of the other Party. Any attempt to do so is void.



## 11. Arbitration

Except for seeking injunction from the court of competent jurisdiction, every dispute, difference, or question which may at any time arise between the Parties hereto or any person claiming under them, touching or arising out of or in respect of this Agreement/Agreement for Courses and Education Material/Indemnity Deed dated April 10<sup>th</sup>, 2014 or the subject matter thereof will be referred to a sole arbitrator to be appointed by a mutual agreement between the Parties and if failing to agree to appoint such mutually acceptable arbitrator, to two arbitrators one to be appointed by each Party to the difference and in case of difference of opinion between one to be umpire appointed by the said two arbitrators before entering on the reference. The decision of the arbitrators will be final and binding on the Parties. The arbitration proceedings will be conducted in accordance with Arbitration and Conciliation Act, 1996.

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

**This Agreement sets forth the understanding of the parties as of April 10<sup>th</sup>, 2014.**

Agreed to:  
**People's University, Bhopal**  
By

Authorized Signature

Registrar

Date: April 10<sup>th</sup>, 2014

**People's University Address :**  
Peoples University Campus,  
Bhanpur Bypass Road, Bhanpur,  
Bhopal - 462037,  
Madhya Pradesh, India.

Agreed to:  
**IBM India Private Limited**  
By

Authorized Signature

Subram Natarajan  
Executive - Systems Solutions Center,  
Deep Computing and STG Education  
Date: April 10<sup>th</sup>, 2014  
Agreement number:

**IBM Address:**  
12, Subramanya Arcade,  
Bannerghatta Road,  
Bangalore - 560 029,  
Karnataka, India. \*

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