



Memorandum of Understanding

Between

Vels University, Chennai

And

IBM India Pvt. Ltd

This Memorandum of Understanding ("MOU") is entered into at effective as of 16.12.2015 ("Effective Date"), by and between:

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

And

Vels University having its registered office at Velan Nagar, PV Vaithyalingam Road, Pallavaram, Chennai 600117 hereinafter unless the context otherwise requires be referred to as "VU".

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

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

B.M.

Now therefore this MOU witnesses:

**REGISTRAR
VELS UNIVERSITY**

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VELS UNIVERSITY
Velan Nagar,
P.V. Vaithyalingam Road,
Pallavaram, Chennai-600117



IBM Career Education Program

Memorandum of Understanding



I - DEFINITIONS

Vels University, shall include, unless repugnant to the context otherwise require, its associates:

"Faculty" hereby refers to Training Staff of VU,

"Students" hereby refers to all the students of VU

"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 VU for which VU students or faculty members will receive training

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

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

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

I. Foreseen benefits of the collaboration

a) VU

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

b) IBM

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B.K.M.
 REGISTRAR
 VELS UNIVERSITY
 (WEST)
 Vellore Campus
 P.V. Vaidyanathan Road,
 Palavur, Chennai - 600 127

Memorandum of Understanding

IBM Career Education Program





- 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 VU.

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

Under this MOU, VU 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 VU 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 VU. 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.

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 VU 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 VU by virtue of this MOU, shall also stand automatically terminated without any further act of parties. VU 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 VU 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 (VU against the other (except as specifically admitted by paragraph 2 below) whatsoever.

Except for IBM's obligation to indemnify VU 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 VU 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 VU 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, VU or his representative and Country Manager, Career Education program of IBM for an informal resolution.

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

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

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IBM Career-Education Program

B. S. M. A.
UNIVERSITY
P. V. Vaidyanathan Road,
Pallayanki, Bangalore - 560 117





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 VU premises as well as training attendance records maintained by VU. 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.

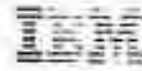
The existence and substance of this MOU and the rights and obligations of the parties herein will be kept confidential by VU and will not be disclosed to any third party without the prior written consent of IBM. Notwithstanding the foregoing, VU may make such disclosure to the extent required by law, court or statutory authority, in which case VU will promptly inform IBM to allow IBM a reasonable opportunity to obtain a protective order. IBM and VU 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 VU and IBM or IBM's parent or affiliates. Any violation of this paragraph will amount to material breach and will lead to the termination of this MoU.

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

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

P. V. Venkatesh
RECEIVED
VELS UNIVERSITY
P. V. Venkatesh
P. V. Venkatesh
P. V. Venkatesh
P. V. Venkatesh





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.

VU 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:

Dr. B. KRISHNAMURTHY, M.A., Ph.D.

For Vels University, Chennai
**REGISTRAR
VELS UNIVERSITY
(VISTAS)**

Name:

Velan Nagar,

Designation: P.V. Valthiyalingam Road,
Pallavaram, Chennai - 600 117.

Signature: B.K.M.

For IBM India Private Ltd.

Name: **KUNAL DUREJA**

Designation: **COUNTRY MANAGER,
CAREER EDUCATION, HCL**

Signature: [Signature]

