

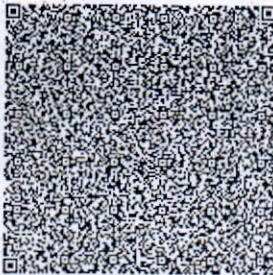


सत्यमेव जयते

# INDIA NON JUDICIAL Government of Karnataka

## e-Stamp

Certificate No.	: IN-KA32864614584252P
Certificate Issued Date	: 13-May-2017 11:08 AM
Account Reference	: NONACC (FI)/kacrsf08/KORAMANGALA5/ KA-BA
Unique Doc. Reference	: SUBIN-KAKACRSFL0814331311049903P
Purchased by	: IBM INDIA PRIVATE LIMITED
Description of Document	: Article 12 Bond
Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: IBM INDIA PRIVATE LIMITED
Second Party	: JAGANNATH UNIVERSITY
Stamp Duty Paid By	: IBM INDIA PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 300 (Three Hundred only)



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### Statement of Work

This Statement of Work ("Agreement" or "Other Terms") is executed on 7/June/2017 and shall be effective from 7/JUNE/2017 ("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 - 560029.

and

**Jagan Nath University (Hereinafter referred to as "Jagan Nath University")** which is located in NH-12, Chaksu Bypass, Tonk Road, Jaipur-303901, Rajasthan, India.

#### 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.
2. The onus of checking the legitimacy is on the users of the certificate

(Jagan Nath University 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 signed between IBM and Jagan Nath University ("Agreement for Courses and Education Materials") on 7 June 2017.

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

**WHEREAS**, the parties have agreed that Jagan Nath University 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.

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

*i)* The objective of this Agreement is to have a number of graduating B.Tech (CS/IT) professionals skilled on IT Solutions and Industry vertical domain Technologies

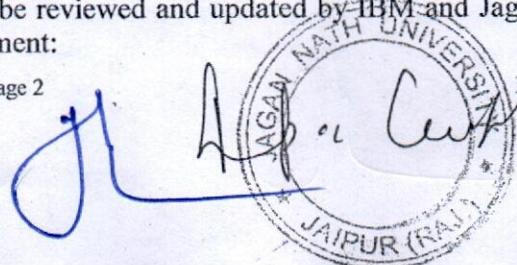
*ii)* Jagan Nath University and IBM establish a roadmap to build a relationship to progress the Education Engagement in the following manner:

Jagan Nath University and IBM are coming together to design and deliver a set of courses for students.

Jagan Nath University will rollout a number of programs including full time graduate engineering programs and post graduate engineering 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 Jagan Nath University 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 Jagan Nath University 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 (hereinafter referred to as the "Agreement for Courses and Education Materials") executed by Jagan Nath University. IBM's responsibilities under this Agreement are subject to Jagan Nath University fulfilling its responsibilities under the Agreement.

*iii)* IBM and Jagan Nath University have agreed to initially launch the joint B.Tech (CS/IT) and MBA programs, with specializations from the following indicative list of streams, to the students enrolled at Jagan Nath University under this Agreement.

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



- B.Tech in CS/IT with Specialization in Cloud Computing & Virtualization
- B.Tech in CS/IT with Specialization in Open Computing
- B.Tech in CS/IT with Specialization in Mobile Computing
- B.Tech in CS/IT with Specialization in Telecom Informatics
- B.Tech in CS/IT with Specialization in Healthcare Informatics
- B.Tech in CS/IT with Specialization in E-Commerce, Retail & Automation
- B.Tech in CS/IT with specialization in Banking, Financial Services and Insurance
- B.Tech in CS/IT with specialization in Cyber Security & Forensics
- B.Tech in CS/IT with specialization in Graphics & Gaming
- B.Tech in CS/IT with specialization in Manufacturing Systems
- B.Tech in CS/IT with specialization in IT Infrastructure Management
- B.Tech in CS/IT with specialization in Internet of Things
- B.Tech in CS/IT with specialization in Mainframe Technology
- B.Tech in CS/IT with specialization in Business Analytics
- MBA with specialization in Business Analytics

## 2. Roles and Responsibilities

The roles and responsibilities of IBM and Jagan Nath University, 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, Jagan Nath University 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 four years and on its expiry will renew for periods of four 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.

IBM may terminate this Agreement or SOW in full or in part, in the event;

- (i) The student enrollment count falls below the mutually agreed upon threshold as stated in Annexure C (Financial Terms - Fees to be paid to IBM).
- (ii) Of default or delay in any payment due from Jagan Nath University to IBM.
- (iii) Of a Copyright/branding violation or a breach of any terms of the Agreement/SOW by Jagan Nath University.

Jagan Nath University may terminate this agreement or SOW in the event:

- (i) IBM fails to deliver the mutually agreed upon number of T3's & webinars, per the deliverables listed in Annexure A.



## 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 agrees 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.

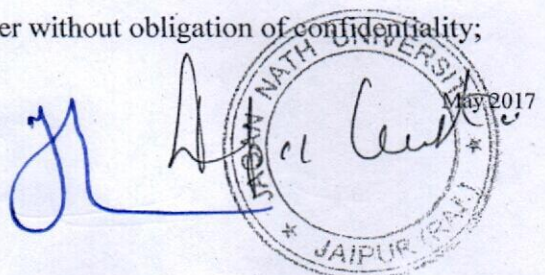
### 9.3 Confidentiality Period

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

### 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;



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) 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 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 them to an 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.

## 12. Indemnities:

Jagan Nath University hereby unconditionally and irrevocably agrees, to indemnify, keep indemnified and save and hold harmless IBM, its directors, employees and agents from and against any and all losses, claims, damages, liabilities, expenses and disbursements (including all legal and other costs, charges and expenses) incurred by IBM in connection with this agreement whatsoever arising out of or resulting from any legal proceedings, civil suit, defence, or other action initiated or instituted in respect of or relating to Jagan Nath University agreement:

- (1) Infringement by Jagan Nath University of IBM's or any third party's intellectual property rights;
- (2) Acts of negligence and misconduct of Jagan Nath University, its directors, employees and agents resulting in loss of life or bodily injury, damage to real property;
- (3) Non-compliance by Jagan Nath University of applicable laws;
- (4) Representations and warranties made by Jagan Nath University not authorized by IBM;
- (5) Jagan Nath University conduct and/ or relations with any third parties.



May 2017



JAGANNATH  
UNIVERSITY

Report

Orientation Program

for

New Program Introduction

(Cloud Computing and Virtualization)

18-19 July, 2017

IQAC

&

Faculty of Engineering & Technology

Jagannath University, Jaipur



**A Report of Orientation Program**  
**for**  
**New Program Introduction**  
**(Cloud Computing and Virtualization)**

**Introduction**

Jagan Nath University in collaboration with IBM have agreed to work to incorporate certain information technologies and domain industry courses to various programs for which IBM is one of the primary and preferred technology providers for education supports services.

Jagan Nath University along with IBM is providing various set of courses for students. Out of these courses, university has opted a course of **B.Tech in CS/IT with specialization in Cloud Computing and Virtualization**. This Program is introduced to develop sufficient industry needed skills for work force on emerging areas of technology such as Cloud, Mobility, Big Data, Business Analytics and Cyber security.

**About the Orientation**

A two days Induction program was held on 17-18 July, 2017 on Inducting about new Program Cloud Computing and Virtualization was organized for faculty members and students as this program initiative by IBM, has been designed to develop the critical skills and nurture basic competencies in Higher Education that are needed in this dynamic industry.

It was demonstrated that Cloud Computing Program prepares students to understand the:

- Emerging technologies of Cloud Computing and Virtualization
- Principles, modeling, analysis, design, deployment, and industry-oriented applications
- Major solution architectures and enabling technologies
- Developing of applications and services

It was reaffirmed by the team that in today's era, where there is growing demand for skilled professionals, the key to transform today's student into tomorrow's working professional is to



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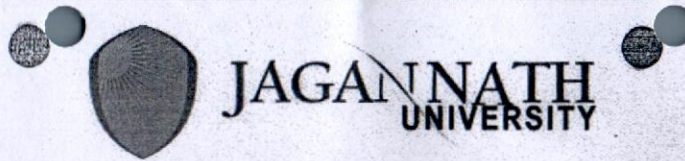
develop industry capabilities right from foundation level. The teachers were guided about the content and delivery of the program.

All the teachers of Department of Engineering and Technology attended this Induction program. Dr. Meenu Dave, Dean, FoET proposed vote of thanks to the team and gave her best wishes to all the teachers for future activities.



A handwritten signature in blue ink, consisting of a stylized initial 'D' followed by a long horizontal line extending to the right.





**Jagannath University, Jaipur**

*in Collaboration with*

**IBM India Private Limited**

*Organizing*

*Orientation Program On*

***NEW PROGRAMME INTRODUCTION***

**Resource Person**

**Team IBM**

**Date : 18-19 July, 2017**

**Time : 11:00 AM**

**Venue : Seminar Hall, Main Campus**

**Jagan Nath University, Jaipur**

[www.iaaannathuniversity.org](http://www.iaaannathuniversity.org)

