



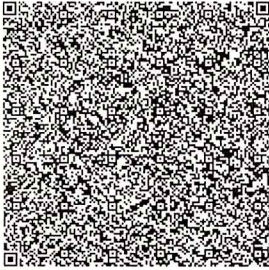
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Certificate Issued Date : 05-Nov-2014 03:44 PM
Account Reference : IMPACC (IV)/ dl701403/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL70140355868976139241M
Purchased by : IBM INDIA PVT LTD
Description of Document : Article 5 General Agreement
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : IBM INDIA PVT LTD
Second Party : GALGOTIAS UNIVERSITY
Stamp Duty Paid By : IBM INDIA PVT LTD
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)



.....Please write or type below this line.....
Memorandum of Understanding

This revised **Memorandum of Understanding** ("AGREEMENT") is executed on Thursday, November the 6th, 2014 and shall be effective from Thursday, the 6th, November 2014 ("Effective Date"), by and between **IBM India Private Limited** (Hereinafter referred to as "**IBM**") with Registered offices at 12, Subramanya Arcade, Bannerghatta Road, BANGALORE - 560 029 and

Galgotias University, Uttar Pradesh (Hereinafter referred to as "**GU**"), a University under section 2(f) of the University Grants Commission (U.G.C.) Act, 1956, established under Galgotias University Uttar Pradesh Act No.14 of 2011. Galgotias University is located in Plot No.2, Sector 17-A, Yamuna Expressway, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh, India represented by the Registrar;

IBM & Galgotias University – MoU

Page 1

November /2014



Amjathu

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.
3. In case of any discrepancy please inform the Competent Authority.

This Agreement supersedes the agreement dated January the 16th, 2013, executed between IBM and GU ("Earlier Agreement"). Notwithstanding the previous sentence, this Agreement shall not affect any obligation, liability or cause of action arising under or in connection with the Earlier Agreement before the Effective Date of this Agreement which is unsatisfied; and IBM and GU shall address such obligation, liability or cause of action as contemplated under the Earlier Agreement between the entities.

WHEREAS, GU and IBM have agreed to work to incorporate certain Information Technology (IT) related curriculum into courses of GU;

WHEREAS, the parties have agreed that GU shall elect to engage IBM as one of the primary and preferred technology provider for education support services and as stated in this Agreement.

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

1. Basis of the Agreement

i) IBM and GU, acknowledge the need for IBM Technology skills, in the IT education and training sector. The objective of this Agreement is to have a number of graduating IT professionals skilled on IBM Technologies. Both IBM and GU are keen to cooperate in a way that shall benefit GU students pursuing a career in Information Technology.

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

GU shall rollout a number of programs including full time graduate Engineering programs, Specialization in IT aligned with mutually identified industry domain verticals and IBM Technology offerings. IBM shall provide reasonable support as set-forth below to have GU commence and conduct this initiative. Such support may include assistance in the form of providing identified courseware, and academic support through Subject Matter Experts (SMEs). The provision of hardware/software, IBM materials and services shall be governed under a relevant IBM agreement executed by GU. IBM's responsibilities under this Agreement are subject to GU fulfilling its responsibilities under the Agreement.

Apart from these full time programs, GU 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 GU have agreed to offer B.Tech in Computer Science and Engineering (CSE) / B.Tech (Hons) in Computer Science Engineering (CSE) programs with specialization from some or all of the following indicative list of streams, to the students enrolled at GU. Thus the B.Tech specialization offerings selected from the list below shall be incorporated into the -IBM-GU B.Tech program. The University prospectus shall define the fees to be charged for each program. The Curriculum shall be jointly developed by IBM and GU designated subject matter experts. The list below is not limited and can be reviewed and updated by IBM and GU, from time to time by mutual agreement:

- B.Tech / B.Tech (Hons) in CSE with Specialization in Cloud Computing and Virtualization



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- B.Tech / B.Tech (Hons) in CSE with Specialization in Business Analytics and Optimization
- B.Tech / B.Tech (Hons) in CSE with Specialization in Mainframe Technology
- B.Tech / B.Tech (Hons) in CSE with Specialization in IT Infrastructure Management
- B.Tech / B.Tech (Hons) in CSE with Specialization in Open Computing
- B.Tech / B.Tech (Hons) in CSE with Specialization in Telecom Informatics
- B.Tech / B.Tech (Hons) in CSE with Specialization in Healthcare Informatics
- B.Tech / B.Tech (Hons) in CSE with Specialization in Retail Informatics
- B.Tech / B.Tech (Hons) in CSE with Specialization in Storage Management
- B.Tech / B.Tech (Hons) in CSE with Specialization in Cyber Security and Forensics
- B.Tech / B.Tech (Hons) in CSE with Specialization in BFSI Informatics

iv) It has, however been agreed that the B.Tech specializations shall be offered by GU where technical expertise and support as described in this Agreement shall be provided by IBM.

v) Joint Co-ordination Committee

To guide the execution of the activities agreed under this Agreement, GU and IBM shall constitute a Joint Co-ordination Committee (hereinafter referred to as "JCC") as follows: Vice-Chancellor of GU or his nominee as the Chairperson; two representatives from each party as members, a Project Coordinator 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 Vice Chancellor, GU.

The JCC shall recommend on course curriculum, course content, delivery, market assessment of fee, for approval by the Vice Chancellor, GU through the Academic Council and Fee Committee of the University. The JCC shall monitor and review the activities under this Agreement and recommend such 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, the program prospectus and fee structure.

JCC may also consider new proposals and joint initiatives by both the parties in terms of relevant courses development, educational programs and web-resources developments for education and recommend the same for implementation. Such recommendations of the JCC shall be placed before relevant bodies of GU and IBM for due approval and implementation.

The JCC shall make recommendations on the program fee from time to time which shall be submitted for approval of the Fee Committee of the University.



2. Roles and Responsibilities

The roles and responsibilities of the parties shall be under governed by the applicable IBM agreement namely IBM Customer Agreement/Agreement for Courses and Education Materials/International Program License Agreement under which such Product or Service is provided by IBM. The proposed roles and responsibilities of the parties in connection with this proposed relationship are described below:

IBM's Responsibilities

- Specialization courseware development and supply to GU, made available 30 calendar days in advance before commencement of the course "train the trainer".
- IBM to execute the centralized orientation workshops on IBM technologies for select GU faculty. Duration of these "train the trainer" courses will be as per actual course credit hours followed by a faculty capability assessment.
- Availability of specialization courseware for Students enrolled under this joint program at GU.
- The Innovation Centre for Open Standards (iCos) – an online platform (<http://www.icos.in>) or equivalent agreed alternative shall be the underlying framework for the engagement between IBM, GU and the GU students, who take admission under the joint course offerings, for them to access online course material, discussion forum and online collaborative environment. Services through the iCos platform are being provided by IBM's partner organization M/S CL Infotech Private Limited (<http://www.clinf.com/>) under a separate agreement with IBM. It is understood that all relevant course material shall be provided on this platform.
- Lab exercises development and ensuring quality of lab instructions.
- Support and Periodic visits from the Program Manager. The program management team (IBM or its Program Partners) should visit the GU campus at least once per semester.
- Access to industry forums from an academic perspective.
- IBM will promote these programs within the IBM SI network for placement opportunities, if any, for students.
- IBM to support virtual or physical internship for students in each cohort who are eligible for internship within IBM on reasonable effort basis.

GU's Responsibilities

- Nominate designated GU faculty for the courses under this agreement.
- Conduct & monitor the courses.
- Detailed session plans to be provided.
- Program promotion, marketing collaterals and marketing.
- Admission Test Paper for the courses.
- Select and nominate instructors for the centralized orientation workshops on IBM technologies.
- Provide access to required infrastructure for running the prescribed courses as per IBM's specifications.
- GU shall share the student enrollment data with IBM.
- GU Degree after the successful completion of the courses by the students.
- The transcripts to carry both GU and Authorised IBM Training Partner logos.
- GU to provide e-mail id's of all students enrolled under this program, so that IBM can enroll them into the iCos program.
- GU to nominate curriculum Program Manager.
- Guide IBM course team on curriculum inclusion and joint content development.
- Publish new curriculum as part of GU programs.
- The faculty should study the course material prior to attending the "Train the trainer" course



Programs

JCC shall decide the credits for each of the above programs & may alter the course duration for each of the course after due approval from the academic council of GU and announce it through the GU website. JCC shall be at liberty to propose and announce new courses/programs time to time under this Agreement, with consultation and agreement from GU and IBM. The platform for online delivery shall be provided by IBM.

Course Administration Process

Batch Launch:

- Student shall enroll at GU or online
- Database of enrollments shall be shared with IBM on monthly basis
- Batches shall commence as per schedules recommended by the JCC.
- A mutually agreed course fee to be collected from the students by GU
- JCC may recommend different fee collection options like
 - Down payment – Fee to be collected at the time of enrollment/submission of application form 1 week before commencement of course.
 - Installment (at the discretion of GU).
- GU shall remit to IBM costs towards providing various academic and technology services as provided in this Agreement by 15th September for each academic year, as per the details in the table given under the head 'Financial Terms' in this agreement, alongwith 100% advance payment.

Deployment of Human Resources

A. GU

Shall create an academic and marketing team to market and administer the courses offered under this Agreement.

B. IBM

Shall provide relevant numbers of product support team, relationship management team and academic curriculum support team besides SMEs for the respective domains including their adequate deputation and visits at the campus.



Academic Engagement

The following is the list of course programs, but not limited to, are proposed to be commenced by GU, under this agreement:

Course Name	Duration in Months	Fees (INR)
B.Tech / B.Tech (Hons) in CSE with Specialization in Open Computing	48	As defined in the University prospectus for the program
B.Tech / B.Tech (Hons) in CSE with Specialization in Retail Informatics	48	As defined in the University prospectus for the Program
B.Tech / B.Tech (Hons) in CSE with Specialization in Mainframe Technology	48	As defined in the University prospectus for the Program
B.Tech / B.Tech (Hons) in CSE with Specialization in Cloud Computing and Virtualization	48	As defined in the University prospectus for the Program
B.Tech / B.Tech (Hons) in CSE with Specialization in Storage Management	48	As defined in the University prospectus for the Program
B.Tech / B.Tech (Hons) in CSE with Specialization in IT Infrastructure Management	48	As defined in the University prospectus for the Program
B.Tech / B.Tech (Hons) in CSE with Specialization in Telecom Informatics	48	As defined in the University prospectus for the Program
B.Tech / B.Tech (Hons) in CSE with Specialization in BFSI Informatics	48	As defined in the University prospectus for the Program
B.Tech / B.Tech (Hons) in CSE with Specialization in Business Analytics and Optimization	48	As defined in the University prospectus for the Program
B.Tech / B.Tech (Hons) in CSE with Specialization in Cyber Security and Forensics	48	As defined in the University prospectus for the Program
B.Tech / B.Tech (Hons) in CSE with Specialization in Healthcare Informatics	48	As defined in the University prospectus for the Program

*Course fee is defined as tuition fee and academic services fee for the program of study.



Financial Terms - Fees to be paid to IBM

a.) Quantum of Fees to be paid to IBM is in the table below:

<i>Galgotias University - IBM Fee Sharing Work Sheet</i>						
Academic year >	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7 >
	2014-'15	2015-'16	2016-'17	2017-'18	2018-'19	2019-'20
2012-'13 Batch Students [existing students]						
Expected no. of students committed by Galgotias University	200	100				
IBM Share of Course Fee per student per year (Rs.)	30,000	30,000				
Total IBM Share of Fees (Rs. in Lacs) for existing students	60	30				
2014-'15 Batch Students [new students]						
Expected no. of students committed by Galgotias University	201	302	452	503	503	503
Course Fee per student per year (Rs. in Lacs)	1.60	1.60	1.60	1.60	1.60	1.60
Gross Fees (Rs. in Lacs)	322	482	724	804	804	804
IBM Share of Fees (%age)	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%
IBM Share of Fees (Rs. in Lacs) for new students	64	96	145	161	161	161
Total IBM Share of Fees (Rs in Lacs) Existing + New students	124	126	145	161	161	161
Payment schedule						
Advance Payment for T3 Workshop (Rs Lacs) - before 15th June	20	20	20	20	20	20
Adv. Payment for Courseware and Program Access (Rs Lacs) before 1st September	104	106	125	141	141	141
Total Payments to IBM (Rs. in lacs)	124	126	145	161	161	161

Notes :

- Beyond Year 6, the payments as in Year 6 column will be applicable
- If there is an increase in university fee for New Students, the IBM share of fee will be computed as per the Share %age
- If the no. of students falls below 300 students in any year, the IBM share of Gross Fees will be 25%
- If the no. of students falls below 200 students in any year, IBM will have an option to withdraw from the program
- All applicable taxes and duties to be borne by Galgotias University
- GU agrees to pay to IBM an additional 2% compound interest -on the IBM share of fees, if GU fails to pay the IBM share of fees by the above mentioned dates

Payment Terms (For Existing & New Students of 2014-'15 and later Batches):

All due payments are to be made in advance as per the table given above (Financial Terms – Fees to be paid to IBM (a)). In case of delay, a late payment fee of 2% per month or part thereof on overdue amounts shall be levied and IBM also reserves the right to suspend services until the overdue amounts are received.

The charges specified in this agreement are exclusive of all applicable taxes, duties and levies, which shall be additionally payable by the Customer at the then applicable statutory rates.

I. For T3 Workshop:

- GU to send the 100% Advance Payment to IBM for conducting the T3 workshop, by 15th June, as per the details in the table given above.
- IBM to deliver the 'T3 Workshop' deliverable as in the above clause as per the agreed schedule and raise the appropriate Invoice to GU.

II. For Courseware and Program Access:

- GU to send to IBM the names, emailids and roll numbers of students enrolled in IBM programs, by 1st September, as per the details in the table given above, alongwith 100% advance payment as per the Table above.
- IBM to deliver the 'Courseware and Program Access' deliverables as in the above clause, within 2 weeks of receiving this list and 100% advance payment, as per above clause and will raise the appropriate Invoice to GU.



b.) Fee Refunds:

- In the unlikely event of some refund of course fee to the students, the same will be discussed with IBM at an appropriate time during the applicable academic year.
- Upon IBM's agreeing to reimburse the corresponding IBM share of fee, GU will raise a reimbursement advice to IBM and IBM will pay the same to GU within 30 days of the advice date.

c.) List of services provided by IBM:

- Specialization courseware for Students enrolled under this joint program at GU
- Access to the iCos or equivalent agreed platform for every student enrolled into the program, for the duration of the course fee charged.
- Subject matter experts & guest lecturers, as appropriate & mutually agreed to the successful delivery of the program at GU.

d.) Payment: GU shall pay the Net IBM share of the revenue, as per Section b above (less proportionate deductions, if any on account of fee refund). In case of any refunds to the students of the joint program, subsequent to remission, IBM shall reimburse the same to GU. The payments shall be made by GU to IBM, as per course administration process mentioned above, net of any taxes to be levied. If any authority imposes upon any transaction under this Agreement a duty, tax, levy, or fee, excluding those based on IBM's net income, then GU agrees to pay that amount as specified in an invoice, unless GU supplies exemption documentation.

GU shall deduct applicable taxes under the provisions of the Income Tax Act, 1961 ("the Act") in respect of the payments due to IBM 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, GU shall ensure that the Permanent Account Number ("PAN") of IBM is quoted rightly in such quarterly TDS returns or any other document where the PAN of IBM is required to be mentioned.

Fee collection and remittance procedure:

- Student shall enroll at the GU main campus at Greater Noida in the State of Uttar Pradesh.
- Fee shall be collected by GU in its name through an appropriate financial instrument.
- Agreed Net IBM share of revenue to be sent to the designated IBM office in India by GU,
- The access to the iCos program & access to the identified course, for the student shall be provided, against the number of admission details received.

3. Termination

This Agreement shall be initially valid for a period of six years from its Effective Date and on its expiry shall renew for periods of one year on the same terms and conditions unless terminated by a party by giving a notice in writing to the other party prior to such expiry of the Agreement. If at any time any party wishes to withdraw from this Agreement it may do so with or without cause and without liability by providing the other party with a one year notice of its intention to terminate this agreement. Notwithstanding such termination, all the batches of students admitted to these programs during the currency of this Agreement shall be taken to logical conclusion of their program by both parties wherein each party would be bound to provide its services as enumerated in this Agreement.

4. Confidentiality

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. Both parties acknowledge that GU is a public authority. In all cases where disclosures are necessitated by law the other party shall be kept duly 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 GU and IBM in connection with this Agreement shall be governed by the terms and conditions of that certain Agreement for Exchange of Confidential Information, (described under section 8 under this Agreement).

5. Limitation of Liability

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 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 MOU for material breach.

In the event IBM is in breach of its responsibility and services as stated in Section 2 herein above including non provision of services within the time period as agreed in writing by the parties, GU may at it's liberty obtain such deficient materials and/or services from any other party or parties. Circumstances may arise where, because of a default on IBM's part or other liability, GU is entitled to recover damages from IBM, including for IBM's breach of Section 2 of the Agreement. Regardless of the basis on which GU 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 shall be as per the terms and conditions of the applicable agreement such as IBM Customer Agreement/Agreement for Courses and Education Materials/International Program License Agreement in existence between the parties under which such Product or Service is acquired. In no event shall either party be liable for any lost profits, lost savings, indirect damages, incidental damages, or other economic consequential damages, even if advised of the possibility of such damages. In addition, neither party shall be liable for any damages claimed by the other party based on any third party claim except as provided otherwise or under the applicable agreements such as IBM Customer Agreement/Agreement for Courses and Education Materials/International Program License Agreement.

6. Publicity

IBM and GU 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.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws provision. The courts in New Delhi shall have exclusive jurisdiction over any disputes arising from this Agreement.

8. 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).

8.1 Disclosure

Information shall 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.

8.2 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 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.

8.3 Confidentiality Period

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

8.4 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.

8.5 Disclaimers

THE DISCLOSER PROVIDES INFORMATION WITHOUT WARRANTIES OF ANY KIND.

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.

8.6 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 shall 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 shall:

- 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 shall survive the termination or expiration of this Agreement and the confidentiality period above and shall remain in effect until fulfilled.

9. General

- a) 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 Galgotias University and IBM. Any reproduction of this Agreement by reliable means shall be considered an original of this document.
- b) Each party shall 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 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

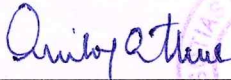



binding on the other, nor may either Party make any representation that they are acting for, or on behalf of, the other.

10. Arbitration

- a. 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 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.
- b. The seat of arbitration shall be New Delhi.

This Agreement sets forth the understanding of the parties as of November the 6th, 2014.

Agreed to: Galgotias University, Uttar Pradesh By 	Agreed to: IBM India Private Limited By 
Authorized Signature Name (type or print): Mr. A.S. Mathur Designation : Registrar Galgotias University, Uttar Pradesh Date: Identification number: Galgotias University, Uttar Pradesh Address: Plot No.2, Sector 17-A, Yamuna Expressway, Greater Noida, Gautam Buddh Nagar, Opposite Buddh International Circuit. Uttar Pradesh.	Authorized Signature Name (type or print): Mr. Prakash Bell Designation: Executive - Systems Center & Deep Computing, IBM Systems & Technology Group. Date: Agreement number: IBM Address: 12, Subramanya Arcade, Bannerghatta Road, Bangalore - 560 029. Karnataka.
After signing, please return a copy of this Agreement to the "IBM address" shown above.	

M.O.V. with BRM

Agreement placed below. May
kindly approve before it is
signed.

Re-ve Reva Dutta Amptin
10/11/14
10.11.14

MC

Approved

Sum
11/11/2014

Please complete the file
after collecting copy of M.O.V. speed
by BRM.

Amptin
29.12.2014

Mr Dutta

Sum



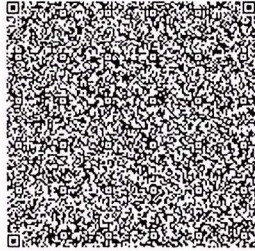
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Certificate No. : IN-DL29498775939740M
Certificate Issued Date : 05-Nov-2014 03:45 PM
Account Reference : IMPACC (IV)/ dl701403/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL70140355869783680693M
Purchased by : IBM INDIA PVT LTD
Description of Document : Article 5 General Agreement
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : IBM INDIA PVT LTD
Second Party : GALGOTIAS UNIVERSITY
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Please write or type below this line.
Memorandum of Understanding

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Galgotias University, Uttar Pradesh (Hereinafter referred to as "**GU**"), a University under section 2(f) of the University Grants Commission (U.G.C.) Act, 1956, established under Galgotias University Uttar Pradesh Act No.14 of 2011. Galgotias University is located in Plot No.2, Sector 17-A, Yamuna Expressway, Greater Noida, Gautam Buddh Nagar, Uttar Pradesh, India represented by the Registrar;

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shelvestamp.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.
3. In case of any discrepancy please inform the Competent Authority.

This Agreement supersedes the agreement dated January the 16th, 2013, executed between IBM and GU ("Earlier Agreement"). Notwithstanding the previous sentence, this Agreement shall not affect any obligation, liability or cause of action arising under or in connection with the Earlier Agreement before the Effective Date of this Agreement which is unsatisfied; and IBM and GU shall address such obligation, liability or cause of action as contemplated under the Earlier Agreement between the entities.

WHEREAS, GU and IBM have agreed to work to incorporate certain Information Technology (IT) related curriculum into courses of GU;

WHEREAS, the parties have agreed that GU shall elect to engage IBM as one of the primary and preferred technology provider for education support services and as stated in this Agreement.

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

1. Basis of the Agreement

i) IBM and GU, acknowledge the need for IBM Technology skills, in the IT education and training sector. The objective of this Agreement is to have a number of graduating IT professionals skilled on IBM Technologies. Both IBM and GU are keen to cooperate in a way that shall benefit GU students pursuing a career in Information Technology.

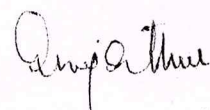
ii) GU and IBM establish a roadmap to build a relationship to progress the Education Engagement in the following manner:

GU shall rollout a number of programs including full time graduate Engineering programs, Specialization in IT aligned with mutually identified industry domain verticals and IBM Technology offerings. IBM shall provide reasonable support as set-forth below to have GU commence and conduct this initiative. Such support may include assistance in the form of providing identified courseware, and academic support through Subject Matter Experts (SMEs). The provision of hardware/software, IBM materials and services shall be governed under a relevant IBM agreement executed by GU. IBM's responsibilities under this Agreement are subject to GU fulfilling its responsibilities under the Agreement.

Apart from these full time programs, GU 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 GU have agreed to offer B.Tech in Computer Science and Engineering (CSE) / B.Tech (Hons) in Computer Science Engineering (CSE) programs with specialization from some or all of the following indicative list of streams, to the students enrolled at GU. Thus the B.Tech specialization offerings selected from the list below shall be incorporated into the -IBM-GU B.Tech program. The University prospectus shall define the fees to be charged for each program. The Curriculum shall be jointly developed by IBM and GU designated subject matter experts. The list below is not limited and can be reviewed and updated by IBM and GU, from time to time by mutual agreement:

- B.Tech / B.Tech (Hons) in CSE with Specialization in Cloud Computing and Virtualization



- B.Tech / B.Tech (Hons) in CSE with Specialization in Business Analytics and Optimization
- B.Tech / B.Tech (Hons) in CSE with Specialization in Mainframe Technology
- B.Tech / B.Tech (Hons) in CSE with Specialization in IT Infrastructure Management
- B.Tech / B.Tech (Hons) in CSE with Specialization in Open Computing
- B.Tech / B.Tech (Hons) in CSE with Specialization in Telecom Informatics
- B.Tech / B.Tech (Hons) in CSE with Specialization in Healthcare Informatics
- B.Tech / B.Tech (Hons) in CSE with Specialization in Retail Informatics
- B.Tech / B.Tech (Hons) in CSE with Specialization in Storage Management
- B.Tech / B.Tech (Hons) in CSE with Specialization in Cyber Security and Forensics
- B.Tech / B.Tech (Hons) in CSE with Specialization in BFSI Informatics

iv) It has, however been agreed that the B.Tech specializations shall be offered by GU where technical expertise and support as described in this Agreement shall be provided by IBM.

v) Joint Co-ordination Committee

To guide the execution of the activities agreed under this Agreement, GU and IBM shall constitute a Joint Co-ordination Committee (hereinafter referred to as "JCC") as follows: Vice-Chancellor of GU or his nominee as the Chairperson; two representatives from each party as members, a Project Coordinator 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 Vice Chancellor, GU.

The JCC shall recommend on course curriculum, course content, delivery, market assessment of fee, for approval by the Vice Chancellor, GU through the Academic Council and Fee Committee of the University. The JCC shall monitor and review the activities under this Agreement and recommend such 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, the program prospectus and fee structure.

JCC may also consider new proposals and joint initiatives by both the parties in terms of relevant courses development, educational programs and web-resources developments for education and recommend the same for implementation. Such recommendations of the JCC shall be placed before relevant bodies of GU and IBM for due approval and implementation.

The JCC shall make recommendations on the program fee from time to time which shall be submitted for approval of the Fee Committee of the University.

Amipathur

2. Roles and Responsibilities

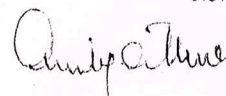
The roles and responsibilities of the parties shall be under governed by the applicable IBM agreement namely IBM Customer Agreement/Agreement for Courses and Education Materials/International Program License Agreement under which such Product or Service is provided by IBM. The proposed roles and responsibilities of the parties in connection with this proposed relationship are described below:

IBM's Responsibilities

- Specialization courseware development and supply to GU, made available 30 calendar days in advance before commencement of the course "train the trainer".
- IBM to execute the centralized orientation workshops on IBM technologies for select GU faculty. Duration of these "train the trainer" courses will be as per actual course credit hours followed by a faculty capability assessment.
- Availability of specialization courseware for Students enrolled under this joint program at GU..
- The Innovation Centre for Open Standards (iCos) – an online platform (<http://www.icos.in>) or equivalent agreed alternative shall be the underlying framework for the engagement between IBM, GU and the GU students, who take admission under the joint course offerings, for them to access online course material, discussion forum and online collaborative environment. Services through the iCos platform are being provided by IBM's partner organization M/S CL Infotech Private Limited (<http://www.clinf.com/>) under a separate agreement with IBM. It is understood that all relevant course material shall be provided on this platform.
- Lab exercises development and ensuring quality of lab instructions.
- Support and Periodic visits from the Program Manager. The program management team (IBM or its Program Partners) should visit the GU campus at least once per semester.
- Access to industry forums from an academic perspective.
- IBM will promote these programs within the IBM SI network for placement opportunities, if any, for students.
- IBM to support virtual or physical internship for students in each cohort who are eligible for internship within IBM on reasonable effort basis.

GU's Responsibilities

- Nominate designated GU faculty for the courses under this agreement.
- Conduct & monitor the courses.
- Detailed session plans to be provided.
- Program promotion, marketing collaterals and marketing.
- Admission Test Paper for the courses.
- Select and nominate instructors for the centralized orientation workshops on IBM technologies.
- Provide access to required infrastructure for running the prescribed courses as per IBM's specifications.
- GU shall share the student enrollment data with IBM.
- GU Degree after the successful completion of the courses by the students.
- The transcripts to carry both GU and Authorised IBM Training Partner logos.
- GU to provide e-mail id's of all students enrolled under this program, so that IBM can enroll them into the iCos program.
- GU to nominate curriculum Program Manager.
- Guide IBM course team on curriculum inclusion and joint content development.
- Publish new curriculum as part of GU programs.
- The faculty should study the course material prior to attending the "Train the trainer" course



Programs

JCC shall decide the credits for each of the above programs & may alter the course duration for each of the course after due approval from the academic council of GU and announce it through the GU website. JCC shall be at liberty to propose and announce new courses/programs time to time under this Agreement, with consultation and agreement from GU and IBM. The platform for online delivery shall be provided by IBM.

Course Administration Process

Batch Launch:

- Student shall enroll at GU or online
- Database of enrollments shall be shared with IBM on monthly basis
- Batches shall commence as per schedules recommended by the JCC.
- A mutually agreed course fee to be collected from the students by GU
- JCC may recommend different fee collection options like
 - Down payment – Fee to be collected at the time of enrollment/submission of application form 1 week before commencement of course.
 - Installment (at the discretion of GU).
- GU shall remit to IBM costs towards providing various academic and technology services as provided in this Agreement by 15th September for each academic year, as per the details in the table given under the head 'Financial Terms' in this agreement, alongwith 100% advance payment.

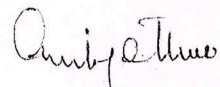
Deployment of Human Resources

A. GU

Shall create an academic and marketing team to market and administer the courses offered under this Agreement.

B. IBM

Shall provide relevant numbers of product support team, relationship management team and academic curriculum support team besides SMEs for the respective domains including their adequate deputation and visits at the campus.



Academic Engagement

The following is the list of course programs, but not limited to, are proposed to be commenced by GU, under this agreement:

Course Name	Duration in Months	Fees (INR)
B.Tech / B.Tech (Hons) in CSE with Specialization in Open Computing	48	As defined in the University prospectus for the program
B.Tech / B.Tech (Hons) in CSE with Specialization in Retail Informatics	48	As defined in the University prospectus for the Program
B.Tech / B.Tech (Hons) in CSE with Specialization in Mainframe Technology	48	As defined in the University prospectus for the Program
B.Tech / B.Tech (Hons) in CSE with Specialization in Cloud Computing and Virtualization	48	As defined in the University prospectus for the Program
B.Tech / B.Tech (Hons) in CSE with Specialization in Storage Management	48	As defined in the University prospectus for the Program .
B.Tech / B.Tech (Hons) in CSE with Specialization in IT Infrastructure Management	48	As defined in the University prospectus for the Program
B.Tech / B.Tech (Hons) in CSE with Specialization in Telecom Informatics	48	As defined in the University prospectus for the Program
B.Tech / B.Tech (Hons) in CSE with Specialization in BFSI Informatics	48	As defined in the University prospectus for the Program
B.Tech / B.Tech (Hons) in CSE with Specialization in Business Analytics and Optimization	48	As defined in the University prospectus for the Program
B.Tech / B.Tech (Hons) in CSE with Specialization in Cyber Security and Forensics	48	As defined in the University prospectus for the Program
B.Tech / B.Tech (Hons) in CSE with Specialization in Healthcare Informatics	48	As defined in the University prospectus for the Program

*Course fee is defined as tuition fee and academic services fee for the program of study.

Anupama

Financial Terms - Fees to be paid to IBM

a.) Quantum of Fees to be paid to IBM is in the table below:

<i>Galgotias University - IBM Fee Sharing Work Sheet</i>						
Academic year >	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7 >
	2014-'15	2015-'16	2016-'17	2017-'18	2018-'19	2019-'20
2012-'13 Batch Students [existing students]						
Expected no. of students committed by Galgotias University	200	100				
IBM Share of Course Fee per student per year (Rs.)	30,000	30,000				
Total IBM Share of Fees (Rs. in Lacs) for existing students	60	30				
2014-'15 Batch Students [new students]						
Expected no. of students committed by Galgotias University	201	302	452	503	503	503
Course Fee per student per year (Rs. in Lacs)	1.60	1.60	1.60	1.60	1.60	1.60
Gross Fees (Rs. in Lacs)	322	482	724	804	804	804
IBM Share of Fees (%age)	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%
IBM Share of Fees (Rs. in Lacs) for new students	64	96	145	161	161	161
Total IBM Share of Fees (Rs in Lacs) Existing + New students	124	126	145	161	161	161
Payment schedule						
Advance Payment for T3 Workshop (Rs Lacs) - before 15th June	20	20	20	20	20	20
Adv. Payment for Courseware and Program Access (Rs Lacs) before 1st September	104	106	125	141	141	141
Total Payments to IBM (Rs. in lacs)	124	126	145	161	161	161

Notes :

- Beyond Year 6, the payments as in Year 6 column will be applicable
- If there is an increase in university fee for New Students, the IBM share of fee will be computed as per the Share %age
- If the no. of students falls below 300 students in any year, the IBM share of Gross Fees will be 25%
- If the no. of students falls below 200 students in any year, IBM will have an option to withdraw from the program
- All applicable taxes and duties to be borne by Galgotias University
- GU agrees to pay to IBM an additional 2% compound interest -on the IBM share of fees, if GU fails to pay the IBM share of fees by the above mentioned dates

Payment Terms (For Existing & New Students of 2014-'15 and later Batches):

All due payments are to be made in advance as per the table given above (Financial Terms – Fees to be paid to IBM (a)). In case of delay, a late payment fee of 2% per month or part thereof on overdue amounts shall be levied and IBM also reserves the right to suspend services until the overdue amounts are received.

The charges specified in this agreement are exclusive of all applicable taxes, duties and levies, which shall be additionally payable by the Customer at the then applicable statutory rates.

I. For T3 Workshop:

- GU to send the 100% Advance Payment to IBM for conducting the T3 workshop, by 15th June, as per the details in the table given above.

- IBM to deliver the 'T3 Workshop' deliverable as in the above clause as per the agreed schedule and raise the appropriate Invoice to GU.

II. For Courseware and Program Access:

- GU to send to IBM the names, emailids and roll numbers of students enrolled in IBM programs, by 1st September, as per the details in the table given above, alongwith 100% advance payment as per the Table above.

- IBM to deliver the 'Courseware and Program Access' deliverables as in the above clause, within 2 weeks of receiving this list and 100% advance payment, as per above clause and will raise the appropriate Invoice to GU.

Signature

b.) Fee Refunds:

- In the unlikely event of some refund of course fee to the students, the same will be discussed with IBM at an appropriate time during the applicable academic year.
- Upon IBM's agreeing to reimburse the corresponding IBM share of fee, GU will raise a reimbursement advice to IBM and IBM will pay the same to GU within 30 days of the advice date.

c.) List of services provided by IBM:

- Specialization courseware for Students enrolled under this joint program at GU
- Access to the iCos or equivalent agreed platform for every student enrolled into the program, for the duration of the course fee charged.
- Subject matter experts & guest lecturers, as appropriate & mutually agreed to the successful delivery of the program at GU.

d.) Payment: GU shall pay the Net IBM share of the revenue, as per Section b above (less proportionate deductions, if any on account of fee refund). In case of any refunds to the students of the joint program, subsequent to remission, IBM shall reimburse the same to GU. The payments shall be made by GU to IBM, as per course administration process mentioned above, net of any taxes to be levied. If any authority imposes upon any transaction under this Agreement a duty, tax, levy, or fee, excluding those based on IBM's net income, then GU agrees to pay that amount as specified in an invoice, unless GU supplies exemption documentation.

GU shall deduct applicable taxes under the provisions of the Income Tax Act, 1961 ("the Act") in respect of the payments due to IBM 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, GU shall ensure that the Permanent Account Number ("PAN") of IBM is quoted rightly in such quarterly TDS returns or any other document where the PAN of IBM is required to be mentioned.

Fee collection and remittance procedure:

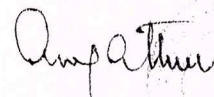
- Student shall enroll at the GU main campus at Greater Noida in the State of Uttar Pradesh.
- Fee shall be collected by GU in its name through an appropriate financial instrument.
- Agreed Net IBM share of revenue to be sent to the designated IBM office in India by GU,
- The access to the iCos program & access to the identified course, for the student shall be provided, against the number of admission details received.

3. Termination

This Agreement shall be initially valid for a period of six years from its Effective Date and on its expiry shall renew for periods of one year on the same terms and conditions unless terminated by a party by giving a notice in writing to the other party prior to such expiry of the Agreement. If at any time any party wishes to withdraw from this Agreement it may do so with or without cause and without liability by providing the other party with a one year notice of its intention to terminate this agreement. Notwithstanding such termination, all the batches of students admitted to these programs during the currency of this Agreement shall be taken to logical conclusion of their program by both parties wherein each party would be bound to provide its services as enumerated in this Agreement.

4. Confidentiality

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. Both parties acknowledge that GU is a public authority. In all cases where disclosures are necessitated by law the other party shall be kept duly 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 GU and IBM in connection with this Agreement shall be governed by the terms and conditions of that certain Agreement for Exchange of Confidential Information, (described under section 8 under this Agreement).

5. Limitation of Liability

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 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 MOU for material breach.

In the event IBM is in breach of its responsibility and services as stated in Section 2 herein above including non provision of services within the time period as agreed in writing by the parties, GU may at its liberty obtain such deficient materials and/or services from any other party or parties. Circumstances may arise where, because of a default on IBM's part or other liability, GU is entitled to recover damages from IBM, including for IBM's breach of Section 2 of the Agreement. Regardless of the basis on which GU 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 shall be as per the terms and conditions of the applicable agreement such as IBM Customer Agreement/Agreement for Courses and Education Materials/International Program License Agreement in existence between the parties under which such Product or Service is acquired. In no event shall either party be liable for any lost profits, lost savings, indirect damages, incidental damages, or other economic consequential damages, even if advised of the possibility of such damages. In addition, neither party shall be liable for any damages claimed by the other party based on any third party claim except as provided otherwise or under the applicable agreements such as IBM Customer Agreement/Agreement for Courses and Education Materials/International Program License Agreement.

6. Publicity

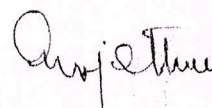
IBM and GU each agrees not to use the trademarks, trade names, services marks or other proprietary marks of the other party to this Agreement in any advertising, press releases, publicity matters, or other promotional materials without prior written approval of the other party. In addition each party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

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws provision. The courts in New Delhi shall have exclusive jurisdiction over any disputes arising from this Agreement.

8. 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).

8.1 Disclosure

Information shall 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.

8.2 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 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.

8.3 Confidentiality Period

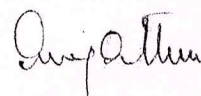
Information disclosed under this Agreement shall be subject to this Agreement for two years following the initial date of disclosure.

8.4 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.

8.5 Disclaimers

THE DISCLOSER PROVIDES INFORMATION WITHOUT WARRANTIES OF ANY KIND.

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.

8.6 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 shall not in any way limit the Recipient from:

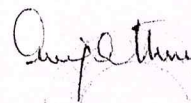
- 1) Providing to others products or services which may be competitive with products or services of the Discloser;
- 2) Providing products or services to others who compete with the Discloser; or
- 3) Assigning its employees in any way it may choose.

The Recipient shall:

- 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 shall survive the termination or expiration of this Agreement and the confidentiality period above and shall remain in effect until fulfilled.

9. General

- a) 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 Galgotias University and IBM. Any reproduction of this Agreement by reliable means shall be considered an original of this document.
- b) Each party shall 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 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

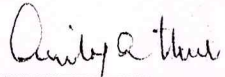


binding on the other, nor may either Party make any representation that they are acting for, or on behalf of, the other.

10. Arbitration

- a. 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 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.
- b. The seat of arbitration shall be New Delhi.

This Agreement sets forth the understanding of the parties as of November the 6th, 2014.

Agreed to: Galgotias University, Uttar Pradesh By 	Agreed to: IBM India Private Limited By
Authorized Signature Name (type or print): Mr. A.S. Mathur Designation : Registrar Galgotias University, Uttar Pradesh Date: Identification number: Galgotias University, Uttar Pradesh Address: Plot No.2, Sector 17-A, Yamuna Expressway, Greater Noida, Gautam Buddh Nagar, Opposite Buddh International Circuit, Uttar Pradesh.	Authorized Signature Name (type or print): Mr. Prakash Bell Designation: Executive - Systems Center & Deep Computing, IBM Systems & Technology Group. Date: Agreement number: IBM Address: 12, Subramanya Arcade, Bannerghatta Road, Bangalore - 560 029. Karnataka.
After signing, please return a copy of this Agreement to the "IBM address" shown above.	



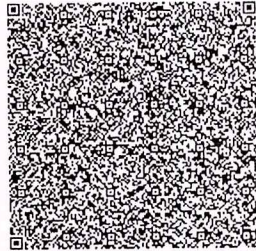
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL29498270543949M
Certificate Issued Date	: 05-Nov-2014 03:44 PM
Account Reference	: IMPACC (IV)/ dl701403/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL70140355868976139241M
Purchased by	: IBM INDIA PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: IBM INDIA PVT LTD
Second Party	: GALGOTIAS UNIVERSITY
Stamp Duty Paid By	: IBM INDIA PVT LTD
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)



.....Please write or type below this line.....
Memorandum of Understanding

This revised **Memorandum of Understanding** ("AGREEMENT") is executed on Thursday, November the 6th, 2014 and shall be effective from Thursday, the 6th, November 2014 ("Effective Date"), by and between **IBM India Private Limited** (Hereinafter referred to as "**IBM**") with Registered offices at 12, Subramanya Arcade, Bannerghatta Road, BANGALORE - 560 029 and

Galgotias University, Uttar Pradesh (Hereinafter referred to as "**GU**"), a University under section 2(f) of the University Grants Commission (U.G.C.) Act, 1956, established under Galgotias University Uttar Pradesh Act No.14 of 2011. Galgotias University is located in Plot No.2, Sector 17-A, Yamuna Expressway, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh, India represented by the Registrar;

Amit Kumar

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcllestamp.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.
3. In case of any discrepancy please inform the Competent Authority.

This Agreement supersedes the agreement dated January the 16th, 2013, executed between IBM and GU ("Earlier Agreement"). Notwithstanding the previous sentence, this Agreement shall not affect any obligation, liability or cause of action arising under or in connection with the Earlier Agreement before the Effective Date of this Agreement which is unsatisfied; and IBM and GU shall address such obligation, liability or cause of action as contemplated under the Earlier Agreement between the entities.

WHEREAS, GU and IBM have agreed to work to incorporate certain Information Technology (IT) related curriculum into courses of GU;

WHEREAS, the parties have agreed that GU shall elect to engage IBM as one of the primary and preferred technology provider for education support services and as stated in this Agreement.

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

1. Basis of the Agreement

i) IBM and GU, acknowledge the need for IBM Technology skills, in the IT education and training sector. The objective of this Agreement is to have a number of graduating IT professionals skilled on IBM Technologies. Both IBM and GU are keen to cooperate in a way that shall benefit GU students pursuing a career in Information Technology.

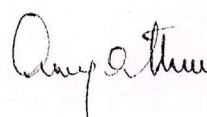
ii) GU and IBM establish a roadmap to build a relationship to progress the Education Engagement in the following manner:

GU shall rollout a number of programs including full time graduate Engineering programs, Specialization in IT aligned with mutually identified industry domain verticals and IBM Technology offerings. IBM shall provide reasonable support as set-forth below to have GU commence and conduct this initiative. Such support may include assistance in the form of providing identified courseware, and academic support through Subject Matter Experts (SMEs). The provision of hardware/software, IBM materials and services shall be governed under a relevant IBM agreement executed by GU. IBM's responsibilities under this Agreement are subject to GU fulfilling its responsibilities under the Agreement.

Apart from these full time programs, GU 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 GU have agreed to offer B.Tech in Computer Science and Engineering (CSE) / B.Tech (Hons) in Computer Science Engineering (CSE) programs with specialization from some or all of the following indicative list of streams, to the students enrolled at GU. Thus the B.Tech specialization offerings selected from the list below shall be incorporated into the -IBM-GU B.Tech program. The University prospectus shall define the fees to be charged for each program. The Curriculum shall be jointly developed by IBM and GU designated subject matter experts. The list below is not limited and can be reviewed and updated by IBM and GU, from time to time by mutual agreement:

- B.Tech / B.Tech (Hons) in CSE with Specialization in Cloud Computing and Virtualization



- B.Tech / B.Tech (Hons) in CSE with Specialization in Business Analytics and Optimization
- B.Tech / B.Tech (Hons) in CSE with Specialization in Mainframe Technology
- B.Tech / B.Tech (Hons) in CSE with Specialization in IT Infrastructure Management
- B.Tech / B.Tech (Hons) in CSE with Specialization in Open Computing
- B.Tech / B.Tech (Hons) in CSE with Specialization in Telecom Informatics
- B.Tech / B.Tech (Hons) in CSE with Specialization in Healthcare Informatics
- B.Tech / B.Tech (Hons) in CSE with Specialization in Retail Informatics
- B.Tech / B.Tech (Hons) in CSE with Specialization in Storage Management
- B.Tech / B.Tech (Hons) in CSE with Specialization in Cyber Security and Forensics
- B.Tech / B.Tech (Hons) in CSE with Specialization in BFSI Informatics

iv) It has, however been agreed that the B.Tech specializations shall be offered by GU where technical expertise and support as described in this Agreement shall be provided by IBM.

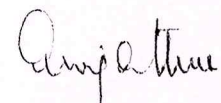
v) Joint Co-ordination Committee

To guide the execution of the activities agreed under this Agreement, GU and IBM shall constitute a Joint Co-ordination Committee (hereinafter referred to as "JCC") as follows: Vice-Chancellor of GU or his nominee as the Chairperson; two representatives from each party as members, a Project Coordinator 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 Vice Chancellor, GU.

The JCC shall recommend on course curriculum, course content, delivery, market assessment of fee, for approval by the Vice Chancellor, GU through the Academic Council and Fee Committee of the University. The JCC shall monitor and review the activities under this Agreement and recommend such 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, the program prospectus and fee structure.

JCC may also consider new proposals and joint initiatives by both the parties in terms of relevant courses development, educational programs and web-resources developments for education and recommend the same for implementation. Such recommendations of the JCC shall be placed before relevant bodies of GU and IBM for due approval and implementation.

The JCC shall make recommendations on the program fee from time to time which shall be submitted for approval of the Fee Committee of the University.



2. Roles and Responsibilities

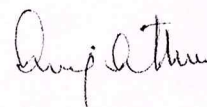
The roles and responsibilities of the parties shall be under governed by the applicable IBM agreement namely IBM Customer Agreement/Agreement for Courses and Education Materials/International Program License Agreement under which such Product or Service is provided by IBM. The proposed roles and responsibilities of the parties in connection with this proposed relationship are described below:

IBM's Responsibilities

- Specialization courseware development and supply to GU, made available 30 calendar days in advance before commencement of the course "train the trainer".
- IBM to execute the centralized orientation workshops on IBM technologies for select GU faculty. Duration of these "train the trainer" courses will be as per actual course credit hours followed by a faculty capability assessment.
- Availability of specialization courseware for Students enrolled under this joint program at GU.
- The Innovation Centre for Open Standards (iCos) – an online platform (<http://www.icos.in>) or equivalent agreed alternative shall be the underlying framework for the engagement between IBM, GU and the GU students, who take admission under the joint course offerings, for them to access online course material, discussion forum and online collaborative environment. Services through the iCos platform are being provided by IBM's partner organization M/S CL Infotech Private Limited (<http://www.clinf.com/>) under a separate agreement with IBM. It is understood that all relevant course material shall be provided on this platform.
- Lab exercises development and ensuring quality of lab instructions.
- Support and Periodic visits from the Program Manager. The program management team (IBM or its Program Partners) should visit the GU campus at least once per semester.
- Access to industry forums from an academic perspective.
- IBM will promote these programs within the IBM SI network for placement opportunities, if any, for students.
- IBM to support virtual or physical internship for students in each cohort who are eligible for internship within IBM on reasonable effort basis.

GU's Responsibilities

- Nominate designated GU faculty for the courses under this agreement.
- Conduct & monitor the courses.
- Detailed session plans to be provided.
- Program promotion, marketing collaterals and marketing.
- Admission Test Paper for the courses.
- Select and nominate instructors for the centralized orientation workshops on IBM technologies.
- Provide access to required infrastructure for running the prescribed courses as per IBM's specifications.
- GU shall share the student enrollment data with IBM.
- GU Degree after the successful completion of the courses by the students.
- The transcripts to carry both GU and Authorised IBM Training Partner logos.
- GU to provide e-mail id's of all students enrolled under this program, so that IBM can enroll them into the iCos program.
- GU to nominate curriculum Program Manager.
- Guide IBM course team on curriculum inclusion and joint content development.
- Publish new curriculum as part of GU programs.
- The faculty should study the course material prior to attending the "Train the trainer" course



Programs

JCC shall decide the credits for each of the above programs & may alter the course duration for each of the course after due approval from the academic council of GU and announce it through the GU website. JCC shall be at liberty to propose and announce new courses/programs time to time under this Agreement, with consultation and agreement from GU and IBM. The platform for online delivery shall be provided by IBM.

Course Administration Process

Batch Launch:

- Student shall enroll at GU or online
- Database of enrollments shall be shared with IBM on monthly basis
- Batches shall commence as per schedules recommended by the JCC.
- A mutually agreed course fee to be collected from the students by GU
- JCC may recommend different fee collection options like
 - Down payment – Fee to be collected at the time of enrollment/submission of application form 1 week before commencement of course.
 - Installment (at the discretion of GU).
- GU shall remit to IBM costs towards providing various academic and technology services as provided in this Agreement by 15th September for each academic year, as per the details in the table given under the head 'Financial Terms' in this agreement, alongwith 100% advance payment.

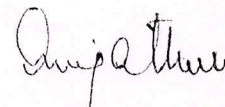
Deployment of Human Resources

A. GU

Shall create an academic and marketing team to market and administer the courses offered under this Agreement.

B. IBM

Shall provide relevant numbers of product support team, relationship management team and academic curriculum support team besides SMEs for the respective domains including their adequate deputation and visits at the campus.

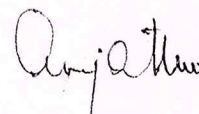


Academic Engagement

The following is the list of course programs, but not limited to, are proposed to be commenced by GU, under this agreement:

Course Name	Duration in Months	Fees (INR)
B.Tech / B.Tech (Hons) in CSE with Specialization in Open Computing	48	As defined in the University prospectus for the program
B.Tech / B.Tech (Hons) in CSE with Specialization in Retail Informatics	48	As defined in the University prospectus for the Program
B.Tech / B.Tech (Hons) in CSE with Specialization in Mainframe Technology	48	As defined in the University prospectus for the Program
B.Tech / B.Tech (Hons) in CSE with Specialization in Cloud Computing and Virtualization	48	As defined in the University prospectus for the Program
B.Tech / B.Tech (Hons) in CSE with Specialization in Storage Management	48	As defined in the University prospectus for the Program
B.Tech / B.Tech (Hons) in CSE with Specialization in IT Infrastructure Management	48	As defined in the University prospectus for the Program
B.Tech / B.Tech (Hons) in CSE with Specialization in Telecom Informatics	48	As defined in the University prospectus for the Program
B.Tech / B.Tech (Hons) in CSE with Specialization in BFSI Informatics	48	As defined in the University prospectus for the Program
B.Tech / B.Tech (Hons) in CSE with Specialization in Business Analytics and Optimization	48	As defined in the University prospectus for the Program
B.Tech / B.Tech (Hons) in CSE with Specialization in Cyber Security and Forensics	48	As defined in the University prospectus for the Program
B.Tech / B.Tech (Hons) in CSE with Specialization in Healthcare Informatics	48	As defined in the University prospectus for the Program

*Course fee is defined as tuition fee and academic services fee for the program of study.



Financial Terms - Fees to be paid to IBM

a.) Quantum of Fees to be paid to IBM is in the table below:

<i>Galgotias University - IBM Fee Sharing Work Sheet</i>						
Academic year >	Year 2 2014-'15	Year 3 2015-'16	Year 4 2016-'17	Year 5 2017-'18	Year 6 2018-'19	Year 7 > 2019-'20
2012-'13 Batch Students [exisiting students]						
Expected no. of students committed by Galgotias University	200	100				
IBM Share of Course Fee per student per year (Rs.)	30,000	30,000				
Total IBM Share of Fees (Rs. in Lacs) for existing students	60	30				
2014-'15 Batch Students [new students]						
Expected no. of students committed by Galgotias University	201	302	452	503	503	503
Course Fee per student per year (Rs. in Lacs)	1 60	1 60	1 60	1 60	1 60	1 60
Gross Fees (Rs. in Lacs)	322	482	724	804	804	804
IBM Share of Fees (%age)	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%
IBM Share of Fees (Rs. in Lacs) for new students	64	96	145	161	161	161
Total IBM Share of Fees (Rs in Lacs) Existing + New students	124	126	145	161	161	161
Payment schedule						
Advance Payment for T3 Workshop (Rs Lacs) - before 15th June	20	20	20	20	20	20
Adv. Payment for Courseware and Program Access (Rs Lacs) before 1st September	104	106	125	141	141	141
Total Payments to IBM (Rs. in lacs)	124	126	145	161	161	161

Notes:

- Beyond Year 6, the payments as in Year 6 column will be applicable
- If there is an increase in university fee for New Students, the IBM share of fee will be computed as per the Share %age
- If the no. of students falls below 300 students in any year, the IBM share of Gross Fees will be 25%
- If the no. of students falls below 200 students in any year, IBM will have an option to withdraw from the program
- All applicable taxes and duties to be borne by Galgotias University
- GU agrees to pay to IBM an additional 2% compound interest -on the IBM share of fees, if GU fails to pay the IBM share of fees by the above mentioned dates

Payment Terms (For Existing & New Students of 2014-'15 and later Batches):

All due payments are to be made in advance as per the table given above (Financial Terms - Fees to be paid to IBM (a)). In case of delay, a late payment fee of 2% per month or part thereof on overdue amounts shall be levied and IBM also reserves the right to suspend services until the overdue amounts are received.

The charges specified in this agreement are exclusive of all applicable taxes, duties and levies, which shall be additionally payable by the Customer at the then applicable statutory rates.

I. For T3 Workshop:

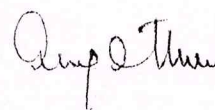
- GU to send the 100% Advance Payment to IBM for conducting the T3 workshop, by 15th June, as per the details in the table given above.

- IBM to deliver the 'T3 Workshop' deliverable as in the above clause as per the agreed schedule and raise the appropriate Invoice to GU.

II. For Courseware and Program Access:

- GU to send to IBM the names, emailids and roll numbers of students enrolled in IBM programs, by 1st September, as per the details in the table given above, alongwith 100% advance payment as per the Table above.

- IBM to deliver the 'Courseware and Program Access' deliverables as in the above clause, within 2 weeks of receiving this list and 100% advance payment, as per above clause and will raise the appropriate Invoice to GU.



b.) Fee Refunds:

- In the unlikely event of some refund of course fee to the students, the same will be discussed with IBM at an appropriate time during the applicable academic year.
- Upon IBM's agreeing to reimburse the corresponding IBM share of fee, GU will raise a reimbursement advice to IBM and IBM will pay the same to GU within 30 days of the advice date.

c.) List of services provided by IBM:

- Specialization courseware for Students enrolled under this joint program at GU
- Access to the iCos or equivalent agreed platform for every student enrolled into the program, for the duration of the course fee charged.
- Subject matter experts & guest lecturers, as appropriate & mutually agreed to the successful delivery of the program at GU.

d.) Payment: GU shall pay the Net IBM share of the revenue, as per Section b above (less proportionate deductions, if any on account of fee refund). In case of any refunds to the students of the joint program, subsequent to remission, IBM shall reimburse the same to GU. The payments shall be made by GU to IBM, as per course administration process mentioned above, net of any taxes to be levied. If any authority imposes upon any transaction under this Agreement a duty, tax, levy, or fee, excluding those based on IBM's net income, then GU agrees to pay that amount as specified in an invoice, unless GU supplies exemption documentation.

GU shall deduct applicable taxes under the provisions of the Income Tax Act, 1961 ("the Act") in respect of the payments due to IBM 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, GU shall ensure that the Permanent Account Number ("PAN") of IBM is quoted rightly in such quarterly TDS returns or any other document where the PAN of IBM is required to be mentioned.

Fee collection and remittance procedure:

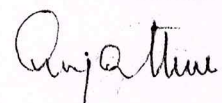
- Student shall enroll at the GU main campus at Greater Noida in the State of Uttar Pradesh.
- Fee shall be collected by GU in its name through an appropriate financial instrument.
- Agreed Net IBM share of revenue to be sent to the designated IBM office in India by GU,
- The access to the iCos program & access to the identified course, for the student shall be provided, against the number of admission details received.

3. Termination

This Agreement shall be initially valid for a period of six years from its Effective Date and on its expiry shall renew for periods of one year on the same terms and conditions unless terminated by a party by giving a notice in writing to the other party prior to such expiry of the Agreement. If at any time any party wishes to withdraw from this Agreement it may do so with or without cause and without liability by providing the other party with a one year notice of its intention to terminate this agreement. Notwithstanding such termination, all the batches of students admitted to these programs during the currency of this Agreement shall be taken to logical conclusion of their program by both parties wherein each party would be bound to provide its services as enumerated in this Agreement.

4. Confidentiality

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. Both parties acknowledge that GU is a public authority. In all cases where disclosures are necessitated by law the other party shall be kept duly 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 GU and IBM in connection with this Agreement shall be governed by the terms and conditions of that certain Agreement for Exchange of Confidential Information, (described under section 8 under this Agreement).

5. Limitation of Liability

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 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 MOU for material breach.

In the event IBM is in breach of its responsibility and services as stated in Section 2 herein above including non provision of services within the time period as agreed in writing by the parties, GU may at its liberty obtain such deficient materials and/or services from any other party or parties. Circumstances may arise where, because of a default on IBM's part or other liability, GU is entitled to recover damages from IBM, including for IBM's breach of Section 2 of the Agreement. Regardless of the basis on which GU 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 shall be as per the terms and conditions of the applicable agreement such as IBM Customer Agreement/Agreement for Courses and Education Materials/International Program License Agreement in existence between the parties under which such Product or Service is acquired. In no event shall either party be liable for any lost profits, lost savings, indirect damages, incidental damages, or other economic consequential damages, even if advised of the possibility of such damages. In addition, neither party shall be liable for any damages claimed by the other party based on any third party claim except as provided otherwise or under the applicable agreements such as IBM Customer Agreement/Agreement for Courses and Education Materials/International Program License Agreement.

6. Publicity

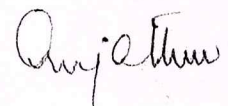
IBM and GU each agrees not to use the trademarks, trade names, services marks or other proprietary marks of the other party to this Agreement in any advertising, press releases, publicity matters, or other promotional materials without prior written approval of the other party. In addition each party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

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws provision. The courts in New Delhi shall have exclusive jurisdiction over any disputes arising from this Agreement.

8. 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).

8.1 Disclosure

Information shall 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.

8.2 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 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.

8.3 Confidentiality Period

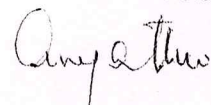
Information disclosed under this Agreement shall be subject to this Agreement for two years following the initial date of disclosure.

8.4 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.

8.5 Disclaimers

THE DISCLOSER PROVIDES INFORMATION WITHOUT WARRANTIES OF ANY KIND.

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.

8.6 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 shall not in any way limit the Recipient from:

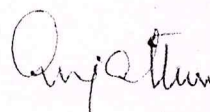
- 1) Providing to others products or services which may be competitive with products or services of the Discloser;
- 2) Providing products or services to others who compete with the Discloser; or
- 3) Assigning its employees in any way it may choose.

The Recipient shall:

- 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 shall survive the termination or expiration of this Agreement and the confidentiality period above and shall remain in effect until fulfilled.

9. General

- a) 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 Galgotias University and IBM. Any reproduction of this Agreement by reliable means shall be considered an original of this document.
- b) Each party shall 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 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

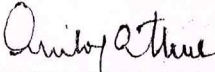


binding on the other, nor may either Party make any representation that they are acting for, or on behalf of, the other.

10. Arbitration

- a. 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 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.
- b. The seat of arbitration shall be New Delhi.

This Agreement sets forth the understanding of the parties as of November the 6th, 2014.

Agreed to: Galgotias University, Uttar Pradesh By 	Agreed to: IBM India Private Limited By
Authorized Signature Name (type or print): Mr. A.S. Mathur Designation : Registrar Galgotias University, Uttar Pradesh Date: Identification number: Galgotias University, Uttar Pradesh Address: Plot No.2, Sector 17-A, Yamuna Expressway, Greater Noida, Gautam Buddh Nagar, Opposite Buddh International Circuit. Uttar Pradesh.	Authorized Signature Name (type or print): Mr. Prakash Bell Designation: Executive - Systems Center & Deep Computing, IBM Systems & Technology Group. Date: Agreement number: IBM Address: 12, Subramanya Arcade, Bannerghatta Road, Bangalore - 560 029. Karnataka.
<i>After signing, please return a copy of this Agreement to the "IBM address" shown above.</i>	