

Shri Ramswaroop Memorial Group of professional colleges and IBM agree that all discussions between the parties regarding a potential business arrangement are nonbinding unless and until the parties enter into a written, definitive agreement signed by their duly authorized representative, and neither party shall be obligated to enter into such an agreement.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is intended to outline a proposed business relationship between **IBM India Private Limited ("IBM")** with Registered offices at 12, Subramanya Arcade , Bannerghatta Road, BANGALORE - 560 029 and **Shri Ramswaroop Memorial Group of Professional Colleges**, Main Road Tiwariganj (NH-28), Faizabad Road, Lucknow (227105).

WHEREAS, Shri Ramswaroop Memorial Group of Professional colleges and IBM have entered into discussions concerning IBM's provision of technology products and services for Customer;

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

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

1. Roles and Responsibilities

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

2. Termination

This MOU will terminate on **3 years from the date of signing** unless extended or terminated earlier. If at any time any party wishes to withdraw from further evaluations and discussions in connection with the subject matter of this MOU and terminate this MOU, it may do so with or without cause and without liability by providing the other party with written notice of its intention to withdraw from further evaluation and discussions. All discussions, proposals, term sheets, draft agreements and other similar materials will be null and void if evaluations and discussions are terminated. This MOU can be extended upon written agreement of the parties.

3. Confidentiality

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

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

4. Limitation of Liability

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

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

5. Publicity

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

6. Governing Law

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

7. General

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

8. Feedback means any comments, suggestions, and recommendations on IBM products or services of this business relationship. The other party is under no obligation to give Feedback to IBM. In case, such Feedback is made, it is not treated as confidential to the other party, and IBM shall be free to act and use such Feedback, including but not limited to IBM products or services. Any enhancements to IBM product or services based on such Feedback shall be exclusively owned by IBM. Such rights to Feedback are granted on non-exclusive basis to IBM. Third party shall not disclose such Feedback to any other party without IBM's prior written approval.

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

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

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

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

IBM India Private Limited

**Shri Ramswaroop Memorial Group of
Professional Colleges**

By: _____

By: _____

Name:

Name:

Title:

Title:

Attachment 1 – Program Structure

Foreseen benefits of the collaboration for Shri Ramswaroop Memorial Group of Professional Colleges

1. Opportunity to emerge as one of the competent entities in the academic circles in various areas of Information technology;
2. Opportunity to be recognized by the Industry and academic circles as one of the preferred location/institution for acquiring training and skills in latest technology and software;
3. Opportunity to students and faculty members to increase their knowledge and acquire skills on best-in-class IBM Software
4. Opportunity to design innovative curriculum and on various industry specialization using relevant IBM Software
5. Opportunity to learn from the practitioners in the industry from IBM or business partners
6. Opportunity for students and faculty members to avail professional and global certification on IBM Software
7. Opportunity to receive Courseware from IBM designed by professionals in IBM Software Labs
8. Opportunity to conduct various seminar and workshops with IBM in the institution
9. Opportunity to co-market with IBM to promote Programs
10. Propagation of IBM Software and technology knowledge & skill to various students and faculty members

IBM and Shri Ramswaroop Memorial Group of Professional Colleges acknowledge the need for IBM Software skills, in the IT education and training sector. The objective is to have a number of graduating professionals skilled on IBM Software. Both IBM and Shri Ramswaroop Memorial Group of Professional colleges are keen to cooperate in a way that shall benefit Shri Ramswaroop Memorial Group of Professional colleges students pursuing a career in the industry.

Shri Ramswaroop Memorial Group of Professional Colleges shall rollout **Under-Graduate / Certificate / value added programs** with specialization aligned with relevant IBM Software delivering all or any of such programs to enrolled students and faculty members. IBM shall provide reasonable support as set-forth below to have Shri Ramswaroop Memorial Group of Professional Colleges commence and conduct this initiative. Such support may include assistance in the form of providing free IBM software products, identified courseware and academic support through Subject Matter Experts thru the IBM Business Partner. The provision of software, IBM materials and services shall be under a relevant IBM agreement executed by the parties. Such agreement shall govern the use of software, IBM materials by Shri Ramswaroop Memorial Group of Professional Colleges

Following are the Proposed activities

- a) IBM
 - Participate in Curriculum Design for Co-Branded Programs & BoS
 - Provide the participation certificates for all the students who have successfully completed the course
- b) IBM Business Partner
 - To provide IBM Career Education courses for the students as required and agreed in the Work order
 - Provide orientation workshops for the faculty nominated by Shri Ramswaroop Memorial Group of Professional Colleges for the program
 - Deploy SMEs for covering deliver Courses (including practical/Lab hours) agreed as per the curriculum, for students as mutually agreed as per the curriculum

- c) Shri Ramswaroop Memorial Group of Professional Colleges
- To help IBM to co-develop the curriculum of the program as required
 - Promote the program through various channels, develop collateral and market
 - Conduct the admissions, deliver Courses agreed as per the curriculum, conduct evaluations/assessments and issue degree accordingly
 - Provide detailed session plan
 - Share the student data with IBM Business Partner who apply and enroll to the program as per prescribed format from IBM
 - Nominate faculty members for the orientation program
 - Provide the required infrastructure and other support for running the courses as per IBM's specification to IBM designated Business Partner resources
 - Confirm and process the payments to IBM Business Partner in advance on agreed schedule.

Value add Program Details

Recommended Course to be offered as value add certificate program

Course Name	Hours
Python Programming	32
Big Data Analytics	32
Rapid Application Development	32
Cloud Computing	32
Internet of Things	32
Business Intelligence	32
Predictive Analytics	32
Identity and Access Management	32

Attachment 2

Agreement for Exchange of Confidential Information

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

1. Disclosure

Information will be disclosed either:

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

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

2. Obligations

The Recipient agrees to:

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

The Recipient may disclose Information to:

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

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

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

3. Confidentiality Period

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

4. Exceptions to Obligations

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

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

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

5. Disclaimers

THE DISCLOSER PROVIDES INFORMATION WITHOUT WARRANTIES OF ANY KIND.

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

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

6. General

This Agreement does not require either of us to disclose or to receive Information. Neither of us may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent. Any attempt to do so is void.

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

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

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

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

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

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

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

Agreed to:

Agreed to:

Shri Ramswaroop Memorial Group of Professional Colleges

IBM India Private Limited

By :

By:

Authorized Signature

Authorized Signature

Name (type or print):

Name (type or print):

Date:

Date:

Identification number:

Agreement number:

Address:
Shri Ramswaroop Memorial Group of Professional Colleges, Main Road Tiwariganj (NH-28), Faizabad Road, Lucknow (227105).

IBM address:
No. 12, Subramanya Arcade, Bannerghatta Road, Bangalore 560029, India.