



*IBM India Private Limited
12, Subramanya Arcade - 1
Bannerghatta Main Road
Bangalore - 560 029, India
Tel : 91-80-40683000
Fax : 91-80-26787218
www.ibm.com/in
CIN Number: U72200KA1997PTC022382*

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") dated 09 May 2022 ("Execution Date") is intended to outline a proposed tripartite agreement amongst IBM India Private Limited ("IBM") with its Registered office at 12, Subramanya Arcade, Bannerghatta Road, BANGALORE - 560 029, Directorate of Skill Development (DSD) and Directorate of Technical Education Madhya Pradesh (DTEMP) having its registered office at Raisen Road, Govindpura ITI Parisar and Satpuda Bhawan, 4th floor, Bhopal – 462004. IBM shall individually be referred to as a First Party whereas DTEMP and DSD collectively referred to as Parties.

WHEREAS, DTEMP, DSD and IBM have entered into discussions for formation of partnership for scaling up our STEM and Skilling resources and platforms for running across 25 plus states to create a robust Education and skilling ecosystem that creates critical thinkers, problem-solvers, and next generation innovators through DTEMP and DSD. Taking into consideration that India is one of the countries that produces the highest number of unemployed youth and undergraduate students, the growth of education focused on technology both basic digital and emerging new short-term skills courses is a strategic imperative for both Government, industry and academia. Role of new courses linked to job fairs and will be designed for underprivileged, unskilled youth to get skilled for the tomorrow and get gainfully employed.

In our ever-changing world of business, job seekers and other learners need fresh skills to take on technical careers. Business owners and managers need the know-how to successfully navigate a digital economy. SkillsBuild seeks to help those thirsting for skills and knowledge.

NOW, THEREFORE, in order to ensure that the discussions and evaluations, amongst DTEMP, DSD, IBM and its implementation partner REACHA to serve and foster the capability and development of the learners, especially the Village Level Entrepreneur and functionaries of other stakeholder of the GoMP through the extensive use of Information and Communication Technologies and teaching, delivering of specialized courses/ training programmes and ensuring ubiquitous reach of training services and community development programmes (health, housing, education, financial services etc.) to promote the future skilling entrepreneurship landscape in India, are done in an agreed manner, the parties have agreed to enter into an memorandum of understanding so that the potential partnership does not create any confusion or misunderstandings. The following items represent points that require mutual understanding and will facilitate further promotion of the collaboration for the parties hereto.



WHEREAS, IBM has developed a thoughtful, holistic approach to corporate social responsibility that integrates IBM's values and maximizes IBM's positive impact as a global enterprise and, in connection with this approach, IBM seeks to open up technological resources and expertise in order to solve the social problems faced in communities all around the world;

WHEREAS, in furtherance of these goals, IBM has created the SkillsBuild program, which aims at providing job seekers, including long-term unemployed, school dropouts, migrants, and veterans worldwide, with the digital content, personalized coaching and experiential learning they need to gain technical and professional skills required to re-enter the workforce (the "Program") and includes a digital platform dedicated to the Program (the "Platform");

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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 after **24 months of its Execution Date**, 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 amongst DTEMP, DSD 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. However, liability for such direct damages will be limited to INR 10,000. 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, DTEMP and DSD each agree not to use the trademarks, logos, 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. All mutually agreed publicity material shall provide due acknowledgement to IBM Implementation Partner REACHA by including its Logo/any other suitable publicity material.

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.

In the event of any dispute or difference arising out of or relating to this MOU or the breach thereof, the Parties hereto shall use their best endeavours to settle such disputes or differences amicably. To this effect they shall consult and negotiate with each other in good faith and understanding of their mutual interests to reach a just and equitable solution satisfactory to both Parties, with or without the assistance of a mediator. If the Parties do not reach such solution within a period of thirty (30) days, then the dispute shall finally be settled and determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. The place of arbitration shall be Bangalore and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by an arbitral tribunal consisting of three arbitrators. Each of the Parties shall nominate an arbitrator and the third arbitrator shall be nominated by the aforesaid two arbitrators. The arbitral award shall be in writing and shall be final and binding on each Party and shall be enforceable in any court of competent jurisdiction.

7. General



(i) There is no financial implication for DTEMP and DSD for accessing / utilizing SkillsBuild platform of IBM and its associated services.

(ii) Affirmation of Non-Discrimination: DTEMP and DSD do not advocate, support, or practice activities inconsistent with IBM's non-discrimination policies, whether based on race, colour, religion, age, nationality, social or ethnic origin, sexual orientation, gender, gender identity or expression, marital status, pregnancy, political affiliation, disability or veteran status. Documentation demonstrating that DTEMP and DSD comply with the above statement may be required by the local IBM Corporate Social Responsibility manager.

(iii) Project for Legal Purposes: DTEMP and DSD will not use any portion of the Project or its technology to support or promote violence, terrorist activity or related training of any kind, either directly or indirectly (including through support of other organizations or persons engaged in such activity).

(iv) **Compliance with Anti-Corruption and Anti-Bribery Laws:** DTEMP and DSD commit to using the services, products, cash or other benefits of the Project solely for the benefit of the Project, in a manner that reflects the highest standards of integrity and ethical conduct and in accordance with all laws, rules and regulations applicable to parties, including without limitation all applicable anti-corruption and anti-bribery laws. DTEMP and DSD agree that no individual associated with or employed by parties will improperly benefit, whether directly or indirectly, from the Project. Parties agree that this Project is not intended to influence, and will not influence, the procurement decisions of DTEMP and DSD or any organization with which its partners, officers, board members or trustees or their family members are employed or otherwise affiliated. DTEMP and DSD will not directly or indirectly make or give, offer or promise to make or give, or authorize the making or giving of any payment, gift, or other thing of value or advantage to any person or entity for (a) the purpose of wrongfully influencing any act or decision, inducing any act or omission to act in violation of a lawful duty, inducing a misuse of influence or securing any improper advantage, or (b) any purpose that is otherwise unlawful under any applicable anti-corruption or anti-bribery laws, where in either case (a) or (b) there is any direct or indirect connection or relation to the grant.

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.

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 DTEMP, DSD and IBM. Any reproduction of this MOU by reliable means will be considered an original of this document.



This MOU will prevail over any other terms, online or otherwise, applicable to the subject matter of this MOU, unless accepted by IBM.

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 09 May 2022

IBM India Private Limited

**Directorate of Technical Education,
GoMP**

By: _____

By: _____

Name: Manoj Balachandran

Name: Shri Akash Tripathi

Title: Head, Corporate Social Responsibility

Title: Commissioner

India/South Asia

**Directorate of Skill Development,
GoMP**

By: _____

Name: Shri Jitendra Singh Raje

Title: Director



Attachment 1

Roles and Responsibilities of all partners:

Role of Industry Partner (IBM India)

Roles and responsibilities of IBM are as follow:

- a. IBM shall provide access to digital content / SkillsBuild platform and associated training of trainers etc. via online workshops, webinars etc.
- b. Nominate a Single Point of Contact (SPOC) to coordinate for all project-related matters;
- c. IBM shall be responsible for the approval of Branding material like Banner, Standee, Flyers, etc.
- d. Joint certification may be awarded to candidates.
- e. Support for above via its Implementation Partner REACHA

Role of REACHA (Implementation Partner)

- a. Spread awareness about SkillsBuild platform and e-skilling of candidates on futuristic skills courses which would be carried out by education institutes in state of MADHYA PRADESH.
- b. Mobilization and registration of Candidates in courses on SkillsBuild platform through GoMP support.
- c. To nominate Single Point of Contact (SPOC) for all coordination related activities with IBM and GoMP

Role of DSD (Government Partner)

- a. Act as anchor partner to utilize its network in the State of Madhya Pradesh
- b. Existing centres/institutions of DSD shall be utilized to create awareness and register candidates under various programmes available on SkillsBuild Platform
- c. 40 institutions (ITI's) with total of 4000 learners(trainees) to be provided by DSD, along with 2 faculties and 1 SPOC from each such institution. IT infrastructure is to be provided by DSD / these 238 institutions (ITI's). 100 Training Officers to be trained under the capacity building.
- d. Formation of monitoring team which would be responsible for effective implementation of the project
- e. Provide suitable placement avenues in association with industry

Role of DTEMP (Government Partner)

- a. Act as anchor partner to utilize its network in the State of Madhya Pradesh
- b. Existing centres/institutions of DTEMP shall be utilized to create awareness and register candidates under various programmes available on SkillsBuild Platform



- c. 50 Polytechnics with total of 3000 learners (trainees) to be provided by DTEMP, along with 2 faculties from each such institution. IT infrastructure is to be provided by individual Polytechnic. 100 Officers are to be trained under the capacity building.
- d. Formation of monitoring team which would be responsible for effective implementation of the project
- e. Provide suitable placement avenues in association with industry



Attachment 2

MoU for Exchange of Confidential Information

Our mutual objective under this MoU 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 MoU.

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 MoU will be subject to this MoU 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 MoU.

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 MoU.

Neither this MoU 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 MoU 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 MoU will not in any way limit the Recipient from:

- 1) Providing to other 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 MoU (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 All Three parties can modify MoU.

Either of us may terminate this MoU by providing one month's written notice to the other. Any terms of this MoU 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 MoU is the complete and exclusive MoU 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 MoU. Once signed, any reproduction of this MoU made by reliable means (for example, photocopy or facsimile) is considered an original.

Agreed to:

Directorate of Technical Education, Madhya Pradesh

Agreed to:

IBM India Private Limited

By _____

Commissioner Technical Education, GoMP

Authorized Signature:

Name (type or print): Shri Akash Tripathi

Date:

Address: Directorate of Technical Education,
Madhya Pradesh, 4th Floor, Satpura Bhawan,
Bhopal - 462004

By _____

Head, CSR, IBM India Private Limited

Authorized Signature:

Name (type or print): Manoj Balachandran

Date:

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

Directorate of Skill Development, Madhya Pradesh

By _____

Director Skill Development, GoMP

Authorized Signature:

Name (type or print): Shri Jitendra Singh Rajee

Date:

Address: Directorate of Skill Development –
Madhya Pradesh, Ahead Rampur Square,
Narmada Road, Jabalpur – 482002, Madhya
Pradesh

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