IBM Memorandum of Understanding
IBM Corporate Social Responsibility

Between Swami Keshvanand Institute of Technology, Management & Gramothan and IBM

This is a Memorandum of Understanding (MOU) between International Business Machines Corporation (IBM) and Swami Keshvanand Institute of Technology, Management & Gramothan. The purpose of this MOU is to confirm the collaboration between Swami Keshvanand Institute of Technology, Management & Gramothan and IBM with respect to our intention to work together in the areas of skills, curriculum development, and research, subject to negotiation of a mutually acceptable definitive written agreement(s).

To ensure that the parties understand the nature and the purpose of these discussions so that no misunderstanding occurs, we wish to document the status of the parties' discussions as of this date and provide a framework for ongoing discussions. This MOU sets forth the intentions and understandings of the parties to facilitate our subsequent discussions and evaluations.

Objectives

Swami Keshvanand Institute of Technology, Management & Gramothan's academic and collaborative interests with this potential relationship are initially focused in the following areas:

- Artificial Intelligence
- Quantum
- Cloud
- Cybersecurity
- Data Science
- Internet of Things
- Design Thinking

IBM's business interests specific to this potential relationship are initially focused in these areas:

- To build meaningful lasting relationships with universities around the globe.
- Aligned with IBM's Global Ecosystem spanning 170 countries.
- Focused on:
    - Minority Populations – IBM is committed to increasing access to technology training and supporting job creation for minorities and marginalized communities across the world.
    - Innovation – IBM Corporate Social Responsibility engages with strategic university relationships and collaborates on projects that will help fill the highest priority capability gaps.
    - Global Collaboration – IBM Corporate Social Responsibility collaborates with a broader set of researchers aligned with strategic challenges, sharing state of the art ideas.
    - Building University Capacity – Contribute content and access to cutting edge technology that enables students to be competitive in the technology job market.
    - IBM University Awards – IBM Corporate Social Responsibility sponsors various competitive awards for faculty and universities worldwide.

In engaging in such a relationship, Swami Keshvanand Institute of Technology, Management & Gramothan and IBM believe that each institution will benefit from expanded opportunities in the research, skills, and curriculum development space. Swami Keshvanand Institute of Technology, Management & Gramothan and IBM intend to regularly review the status and progress of this potential relationship with respect to the following areas. These discussions are non-binding.

IBM Responsibilities

Under the proposed relationship, IBM intends to:

- Assist with skills development and curriculum improvements by making available select software, courseware, and other resources of the IBM Academic Initiative
- Provide faculty and students with the opportunity to explore educational resources, tutorials, and experiment with quantum devices through the IBM Q Experience.
- Collaborate to deploy the IBM Skills Academy, including:
    - Online learning resources
    - Cloud access for hands on labs

- o Curated content
- o New industry assets as technology changes
- o Digital Certificates
- Make available information about the IBM University Award Programs. As appropriate, IBM will work with Swami Keshvanand Institute of Technology, Management & Gramothan to submit joint applications for awards, subject to the selection procedures.
- Identify, if possible, volunteer IBM University Ambassadors interested in academic roles, including answering technology questions, providing guest lectures, mentoring students, or participate in projects.

Swami Keshvanand Institute of Technology, Management & Gramothan Responsibilities
Under the proposed relationship, Swami Keshvanand Institute of Technology, Management & Gramothan intends to:

- Provide updates to IBM regarding research or curriculum development in strategic areas important to IBM, such as Artificial Intelligence, Cloud, and/or Quantum Computing.
- Invite qualified IBMer(s) to become a member of Department Advisory Committees or other opportunities for Industry feedback on campus.
- Subject to availability and the sole determination of Swami Keshvanand Institute of Technology, Management & Gramothan, provide space for IBM posters or displays on campus.

General terms

A. **Term and Termination**. This MOU will guide the further discussions of the parties until the signing of a definitive agreement, if any. After such date, neither party shall have any further obligations to the other party pursuant to this MOU, except as expressly provided in this MOU. This MOU and the negotiation of a definitive agreement are terminable at will by either party. All discussions, proposals, term sheets, draft agreements and other similar materials will be null and void if discussions are terminated.

B. **Nonexclusive Relationship.** This MOU outlines a non-exclusive commercial relationship between IBM and Swami Keshvanand Institute of Technology, Management & Gramothan**.** Nothing contained in this MOU shall be deemed to be a restriction of any type on either party's ability to freely compete or to engage "partnering" relationships with other entities.   Any decision by either party to forego, or engage in any other business opportunity or any other activity, to alter any business plan or direction, or to make any investment in anticipation of the consummation of any transaction contemplated by the parties, is at the sole discretion of the party electing to do so, and will not create any actual or potential liability or 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 unless agreed to otherwise in an agreement signed by both parties. In the event of termination of this MOU, neither party will be restricted because of these discussions and in any event each party is free to pursue a similar business relationship with others at any time.

C. **Preliminary Nature of Discussions**. During the parties' discussions, the parties will likely exchange written or oral proposals, term sheets (including without limitation the responsibilities' outline contained herein), draft agreements or other similar materials. Neither party may rely on, be bound by, or have any obligation under any such discussion, proposal, term sheet, draft agreement or other preliminary material, even if signed by one or both parties, except for a definitive written agreement signed by an authorized representative of each party that encompasses the subject matter of any such materials. In addition, the parties agree as follows:

1. The parties acknowledge and agree that the proposed business relationship between the parties and the execution of the definitive agreement by Swami Keshvanand Institute of Technology, Management & Gramothan and IBM is subject to all applicable legal and regulatory requirements and all necessary corporate and other approvals of the parties and their respective shareholders, members and/or partners.

2. Neither Swami Keshvanand Institute of Technology, Management & Gramothan nor IBM nor any of their respective shareholders, members, partners or affiliates will issue any release or other publicity concerning this MOU except with the prior written approval of the other party. The parties agree to cooperate with respect to any news release or other publicity regarding the foregoing.

3. This MOU shall be read and interpreted with all changes of gender or number required by the context according to the ordinary and usual meaning of words, but words with recognized technical or trade meanings shall be interpreted according to such recognized meanings.

4. The cost incurred by each party with respect to these discussions, and all subsequent negotiations of the proposed agreement, whether resulting in an agreement or not, and including without limitation legal and attorney, technical and research, financial and other advisory fees, will be borne solely by the party which incurred them.

D. **Export:** Swami Keshvanand Institute of Technology, Management & Gramothan acknowledges that the U.S. Export Administration Act of 1979, as amended, (and its implementing regulations, as amended) prohibit the export of technology, software and/or commodities to certain specified countries. Each party agrees to comply and to reasonably assist the other in complying with applicable government export and import laws and regulations. Further, each party agrees that unless authorized by applicable government license or otherwise permitted by regulation, including but not limited to U.S. authorization, both parties will not directly or indirectly export or reexport, at any time, any technology, software and/or commodities furnished or developed under this or any other, Agreement between the parties, or its direct product, to any prohibited country (including release of technology, software and/or commodities to nationals, wherever they may be located, of any prohibited country) as specified in applicable export, embargo, and sanctions regulations. This section will survive after termination or expiration of this Agreement and will remain in effect until fulfilled.

E. The existence and substance of this MOU and the provision of services contemplated hereby will be kept confidential and will not be disclosed by 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, 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.

F. The parties acknowledge that the exchange of confidential information by [Institute] 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 1.

G. 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.

H. For any claim 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. 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.

I. 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.

J. 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 endeavors 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.

K. 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.

This MOU supersedes all prior proposals and discussions and is the complete and exclusive statement of the understanding between IBM and Swami Keshvanand Institute of Technology, Management & Gramothan as to the subject matter. This MOU cannot be modified except by a comprehensive writing signed by an authorized representative of each party that specifically amends this MOU. If this document adequately sets forth your understanding of our intentions, please indicate your agreement by signing below and return via email.

Acknowledged for:

IBM		Swami Keshvanand Institute of Technology, Management & Gramothan, Jaipur
Signature _____		Signature: _____
Name: Lydia Logan		Print name: Mr. Jaipal Meel DIRECTOR
Title: Vice President Global Education and Workforce Development IBM Corporate Social Responsibility		Title: Director wami Keshvanand Institute of nology, Management & Gramothan agaria (Jagatpura), JAIPUR-302017
Date: June 6, 2022		Date: _____

IBM **Attachment 1**

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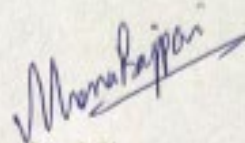
This Agreement is the complete and exclusive agreement regarding our disclosures of Information, and replaces any prior oral or written communications between us regarding these disclosures. By signing below for our respective enterprises, each of us agrees to the terms of this Agreement. Once signed,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

Agreed to:
Swami Keshvanand Institute of Technology, Management & Gramothan, Jaipur

DIRECTOR
Swami Keshvanand Institute of
Management & Gramothan
JAIPUR-302017

By [Institute]
Authorized Signature
Name (type or print): Mr. Jaipal Meel
Date:
Identification number:
Address: Swami Keshvanand Institute of
Technology, Management & Gramothan,
Ramnagaria, Jagatpura, Jaipur-302017

Agreed to:
IBM India Private Limited

By
Authorized Signature
Name (type or print): Mona Bharadwaj
Date: 3-6-2022
Agreement number:
IBM address: No. 12, Subramanya Arcade,
Bannerghatta Road, Bangalore 560029, India.

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

Summary of "Web Development Fundamentals"(Earn a Crendential) IBM

(2023-24)

Web Development Fundamentals(Earn a Crendential):

Learn to style web pages effectively using CSS, including the implementation of selectors, combinators, and media queries for responsive designs. Develop skills to add interactivity to web pages with JavaScript, covering variables, arrays, operators, functions, and built-in objects. It's a advanced level of Learning CSS.

Student Enrolled: 193

Student Certified: 169

Outcome of the Course-

Envision a world where websites are not just static pages but dynamic entities that respond, evolve, and interact based on user inputs. Where every click, keystroke, and mouse movement leads to instantaneous and lively feedback, ensuring users remain engaged and intrigued. This magic, this dynamism, is what JavaScript brings to the table. And with the ever-expanding ecosystem of developer-created libraries, the potential for innovation and customization is boundless.

Summary of "Machine Learning for Data Science Projects" IBM Course (2023-24)

Machine Learning for Data Science Projects :
This course of IBM course aims to equip students with the fundamental concepts and practical skills needed to apply machine learning techniques to real-world data science projects.

Student Enrolled: 126

Student Certified: 93

Outcome of the Course-
Upon successful completion of this course, students will be able to demonstrate a thorough understanding of the fundamental principles and algorithms of machine learning, including supervised, unsupervised, and reinforcement learning techniques.

Summary of "Web Testing and Deployment" IBM Course (2023-24)

Web Testing and Deployment : This IBM skillbuild course aims to equip participants with the theoretical skills and knowledge required to perform thorough testing and efficient deployment of web applications, ensuring their robustness, security, and performance in production environments.

Student Enrolled: 103

Student Certified: 38

Outcome of the Course-

Upon successful completion of the Web Testing and Deployment course, participants will be able to:

1. **Understand the Fundamentals of Web Testing:**

   o Explain the importance of testing in the web development lifecycle.

   o Distinguish between different types of testing (unit testing, integration testing, end-to-end testing, etc.).

2. **Write and Execute Unit Tests:**

   o Develop unit tests for web applications using testing frameworks like Jest, Mocha, or Jasmine.

   o Understand and apply test-driven development (TDD) principles.

3.