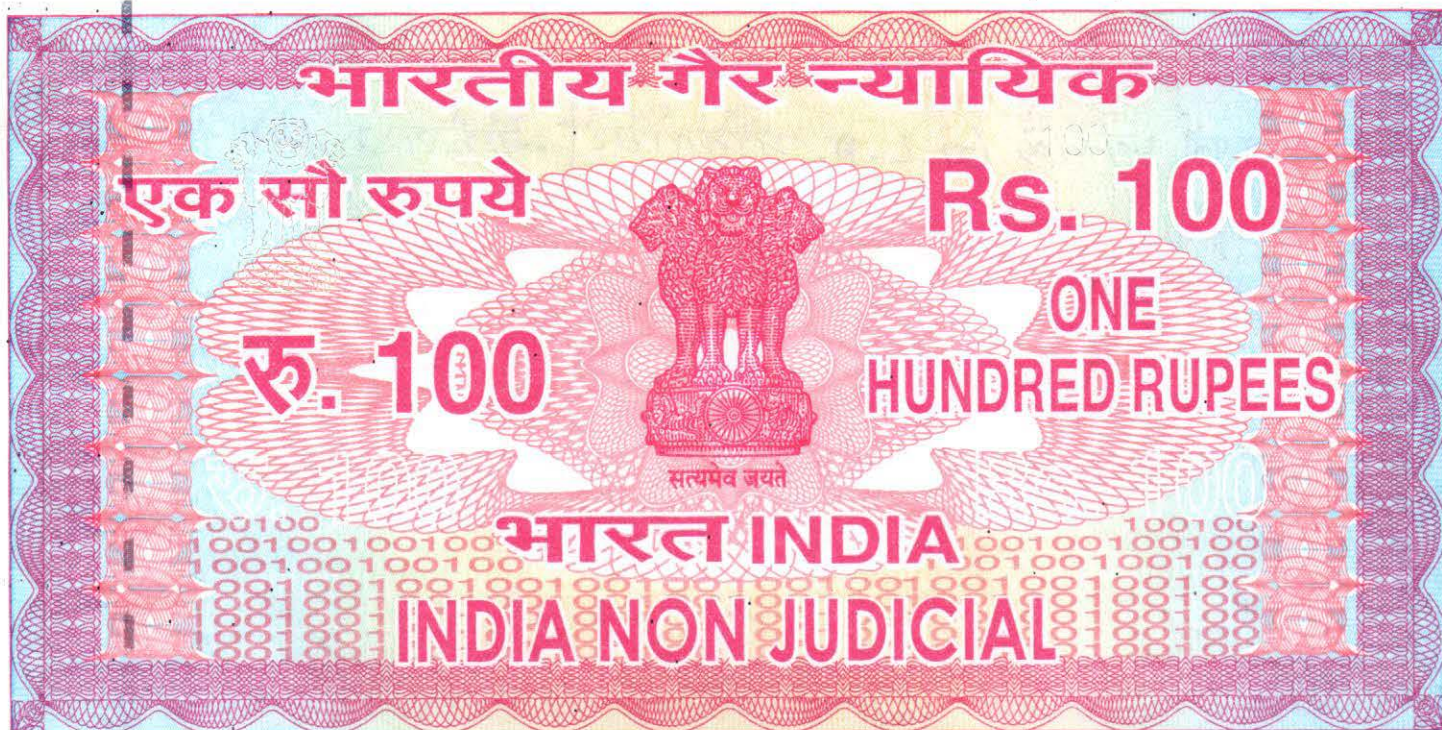


GLA University (Track ID: UPUNGN11537)						
Index (2016-17)						
3.7.2 Number of functional MoUs with institutions/ industries in India and abroad for internship, on-the-job training, project work, student / faculty exchange and collaborative research during the last five years						
3.7.2.1: Number of functional MoUs with institutions/ industries in India and abroad for internship, on-the-job training, project work, student / faculty exchange and collaborative research during the last five years						
S. No.	Organisation with which MoU is signed	Name of the institution/ industry/ corporate house	Year of signing MoU	date of signing	Duration	Page No./ Hyperlink
1	Indian Council of Medical Research	National JALMA Institute for Leprosy & Other Mycobacterial Diseases, Tajganj, agra	2015-16	28-09-2015 and renewal 28-09-2018	5 Year	02-05
2	Indian Council of Agriculture Research, New Delhi	ICAR, CIRG: Central Institute for Research on Goats, Makhdoom, Mathura	2015-16	04-01-2016 and renewal 27-12-2019	5Year	06-08
3	National Instruments	GLA University	2015-16	22-02-2016	2 years	9-17
4	Faculty of Education	K N International School	2016-17	07-03-2017	5 Year	18-23
5	Faculty of Education	Hari Adarsh Inter College Chaumuhan Mathura	2016-17	17-03-2017	5 Year	24-29
6	Simpa energy Pvt. Ltd, Noida India	Department Of Electrical Engineering, GLA University, Mathura	2015-16	10-05-2016	5 Year	30-36
7	IIT, BHU, Varanasi	Malviya Centre for Innovation, Incubation & Entrepreneurship, IIT, BHU, Varanasi	2016-17	23-05-2017	5 Year	37-40
8	Jadavpur University, Kolkata	Jadavpur University, Kolkata GLA University, Mathura	2016-17	21-11-2016	3 Years	41-46
9	M/S Shri Guru Ram Rai Institute of Medical & Health Science, Dehradun, UK	M/S Shri Guru Ram Rai Institute of Medical & Health Science, Dehradun, UK	2016-17	13-12-2016	5 Year	47-50
10	M/S Stanley Browne Laboratory (SBL), East Delhi, New Delhi	M/S Stanley Browne Laboratory (SBL), East Delhi, New Delhi	2016-17	04-02-2017	5 Year	51-54
11	Safeduate Pvt. Ltd.	Safeduate Pvt. Ltd.	2016-17	26-04-2017	5 Year	55-58
12	IBM, India Pvt. Ltd., Bangalor	GLA University, Mathura	2016-17	16-05-2017	4 Year	59-91



उत्तर प्रदेश UTTAR PRADESH

EF 547848

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN ICMR_NATIONAL JALMA INSTITUTE FOR LEPROSY AND OTHER MYCOBACTERIAL DISEASES, AGRA, UP AND GLA UNIVERSITY, MATHURA, UP

In accordance with the desire to explore, extend and strengthen the mutual Scientific relationship between the Universities and National Scientific Institutes/ Laboratories of International repute; GLA University, Mathura (established vide Act No. 21 of 2010 of Government of Uttar Pradesh and recognized (under section 2f) by UGC vide its letter No-F.No. 8-20/2010(ccp-1/PU) dated Nov 2010 and **ICMR_National JALMA Institute for Leprosy and Other Mycobacterial functional Diseases (ICMR_NJIL and OMD), Agra, India,** in order to share the facilities and expertise available in each other's Institution, herewith, sign a Memorandum of Understanding which reads as follows:

1. Research students/ Scientists working in different disciplines at ICMR_National JALMA Institute for Leprosy and other Mycobacterial Diseases, Agra may resister for Ph.D degree (a maximum of three candidates per year) to be awarded by GLA University, Mathura as per rules and regulation of GLA University Mathura and UGC.

For admission to Ph.D.candidates shall have to go through an entrance examination to be conducted by the University or for the University, followed by interview. The candidates, who have qualified in the NET/JRF/SET/GATE/GPAT examinations of the apex bodies such as CSIR/UGC/ICAR/ICMR/DBT; and DST inspire fellowship holders, would be exempted from entrance examination. However, he/she has to appear before interview board as per rules and regulation of University/ UGC.

The thesis Supervisor of ICMR_National JALMA Institute for Leprosy and Other Mycobacterial Diseases, Agra will be of the level of Scientist 'C' or above provided he/she fulfills the requisite qualifications to become a research supervisor. A faculty member of GLA University of the same or allied discipline will be thesis Co-supervisor.

Singh

Chandra

Sharma

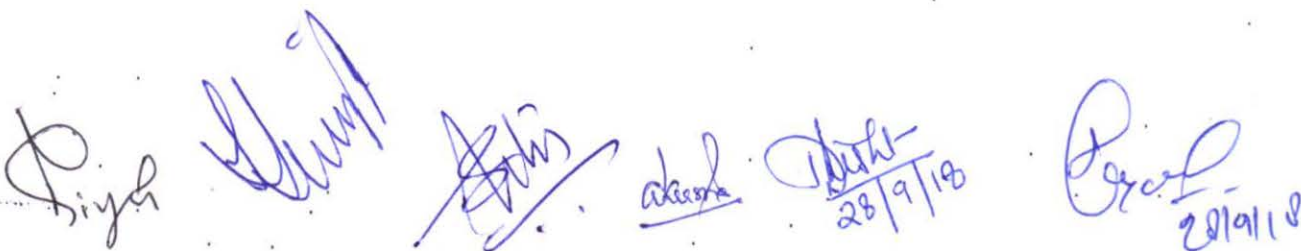
28/9/18

28/9/18

Sharma

The list of qualified concerned scientists and their CVs will be provided (as and when required for registration of the PhD candidates under the guidance of the concerned scientists) by the Director, ICMR_National JALMA Institute for Leprosy and Other Mycobacterial Diseases, Agra to obtain formal approval from the concerned Research Degree Committee of GLA University.

2. ICMR_National JALMA Institute for Leprosy and Other Mycobacterial Diseases, Agra will provide regular, short-term project training of 2-6 months duration to the students of GLA University, Mathura in their areas of specialization on the request from the concerned Head of the department. A minimum of 10 students may be accommodated in every academic year in various laboratories of ICMR_National JALMA Institute for Leprosy and Other Mycobacterial Diseases, Agra. For such student, the guide would be from ICMR_NJIL & OMD, Agra and co-guide would be from GLA University, Mathura. The student trainees will be provided all the necessary assistance during their stay in the Institute as per institute's norms. The student trainees of six month project has to present his progress report-1 (at ICMR_National JALMA Institute for Leprosy and Other Mycobacterial Diseases, Agra) after three months and during final submission of project the presentation would be at GLA University, Mathura.
3. Students doing PhD at ICMR_NJIL and OMD, Agra, shall have to demonstrate the relevant techniques (being used for their PhD research) at the Department of Biotechnology, GLA University, Mathura and/or at ICMR_NJIL and OMD, Agra; whichever would be possible.
4. The scientists of ICMR_National JALMA Institute for Leprosy and Other Mycobacterial Diseases, Agra may deliver lectures in areas of their specialization to students of GLA University as visiting faculty on days and timings prearranged on mutual consent by concerned Head of Department, ICMR_National JALMA Institute for Leprosy and Other Mycobacterial Diseases, Agra and concerned Head/Coordinator of GLA University. The scientist will be paid TA, DA & honorarium for lectures as per University rules.
5. Post graduate and Ph.D students working at GLA university campus will be allowed to carry out a part of their research work in various laboratories of ICMR_National JALMA Institute for Leprosy and Other Mycobacterial Diseases, Agra related to mycobacterial diseases and all the (Necessary Infrastructure Facilities except costly Reagents and consumable) including accommodation (on payment basis and if available) will be provided by ICMR_National JALMA Institute for Leprosy and Other Mycobacterial Diseases, Agra.
6. ICMR_National JALMA Institute for Leprosy and Other Mycobacterial Diseases, Agra and GLA University may apply for joint collaborative research projects to national and international funding agencies.

The bottom of the page features several handwritten signatures and dates in blue ink. From left to right, there is a signature that appears to be 'Singh', followed by a large, stylized signature, then a signature that looks like 'S. Singh', and a date '28/9/18'. To the right of these is another signature and the date '28/9/18'.

7. Data generated through such collaborative research will be published in peer reviewed journals jointly by the HOD, Scientists and Research Scholars of both the Institutions.
8. The MOU will be effective for a period of five years from the date of signature.
9. This Memorandum of Understanding reflects the respective Institution's commitments to terms and conditions mentioned in MOU. This MOU may be amended or terminated at any time by either party provided that notice of termination or amendment is given by the notifying party to the other party before 3 months of the date on which the termination or the amendment is intended to become effective. The commitment made before the date of termination of MOU, will continue to be operative.



Director

ICMR_National JALMA Institute for Leprosy
and Other Mycobacterial Diseases, Agra

Dated: 28th Sep 2018

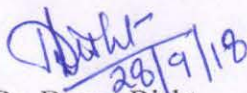


A.K. Singh

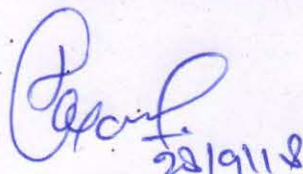
Registrar

GLA University, Mathura

Witnesses

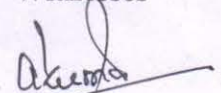


1. Dr. Deepa Bisht
Scientist 'E'
Dept. of Biochemistry,
ICMR_NJIL & OMD, Agra

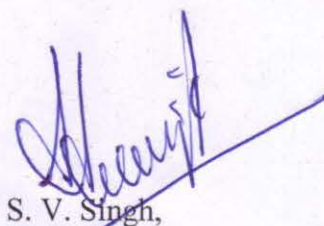


2. Dr. Ajay Vir Singh,
Scientist 'D'
Dept. of Microbiology & Molecular Biology,
ICMR_NJIL & OMD, Agra

Witnesses



1. Dr. A.K Gupta
Director,
GLA University Mathura



2. Dr. S. V. Singh,
Professor & Head
Dept. of Biotechnology,
GLA University, Mathura

क्रमांक 666 शा० न०

दिनांक 22-8-18

स्टाम्प प्रायोजन

घनराशि 100

कंता का नाम व पता प्रबन्धक G.L.A. श्रीनिवासी जेठूदास र. रम (मथुरा)

उलविहारी नं० 04

स्टाम्प विक्रता ठाता (मथुरा)





उत्तर प्रदेश UTTAR PRADESH

FF 317588

RENEWAL
OF
MEMORANDUM OF UNDERSTANDING
BETWEEN

**CENTRAL INSTITUTE FOR RESEARCH ON GOATS (CIRG) MAKHDOOM
AND**

GLA UNIVERSITY, MATHURA, UP

In accordance with a desire to promote cooperation in areas of mutual interest for the benefit of both institutions, The CIRG, Makhdoom, Mathura and GLA University, Mathura (State Private University) hereby enter into the following agreement as per ICAR communication (F. No. 2-8/2012/HRD dated 11/12/2012):

This MOU hereinafter University refers to **GLA University, Mathura**, (established vide F.No. 8-20/2010 (cpp-1/PU dated 16 November, 2010) Government of Uttar Pradesh vide Act No. 21 of 2010 and Recognized by University Grant Commission) and Institute refers to Central Institute for Research on Goats (CIRG) and scope of the MOU will be Masters, Doctoral and Training programme.

Article 1. The CIRG, Makhdoom, and the GLA University, Mathura shall engage in cooperation in the fields of communication Interest within the mandate of the both the Institute and shall develop joint research proposal in these fields.

Article 2. Joint activities will be established by mutual agreement of both parties. These projects are undertaken to enhance the exchange of scientific knowledge and cultural conditions at the global level, in keeping with the commitment of both parties to international scientific and cultural exchanges.

MS Kumawat

High

Article 3. With agreed fields, both parties shall seek to engage in the following types of cooperation subject to future agreements:

- a) Exchange of faculty and student for research, teaching and study. Student exchanges are based on the understanding that exchanges are matched one for one by each Institution.
- b) Subject to later agreements, exchange of scholarly publications and other information in areas of interest to both parties, including library collections and services;
- c) Joint curriculum development in support of Undergraduate and Postgraduate education and joint development of innovation teaching methods for Undergraduate classes.
- d) Joint research activities by the faculties can be undertaken.
- e) Exchange of Scholars for seminars, conferences and other academic meetings.
- f) Guide/ Co guide as per the mutual undertaking between CIRG & GLA University, and the research publication authorship will be given on mutual understanding among research group.

Article 4. The duration of exchange visits will be determined by mutual consent. Such visits may be for one year, two year, one semester or shorter.

Article 5. The two parties will designate individuals with responsibilities for the coordination and implementation of this agreement with approval of competent authority of both, Director CIRG Institute and GLA University.

Article 6. Both parties understand that all financial agreements will have to be negotiated separately and will depend on the availability of funds.



Article 7. Both parties agree to exercise their best efforts in securing outside funding for joint projects.

Article 8. Both parties acknowledge that visit by faculty and students from one party to the other shall be subject to the availability of funds and shall comply with regulation and policies of the CIRG, Makhdoom, Mathura and the GLA University, Mathura.

Article 9. It is understood that the CIRG, Makhdoom, Mathura and the GLA University, Mathura subscribe to the principle of equal opportunity and do not discriminate on the bases of race, sex, age, caste or religion. Both the Institute shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of nondiscrimination.

Article 10. Both parties shall review the status of the agreement at the end of each five year period to determine any modification whenever necessary. The period of validity of this agreement may be extended by mutual consent.

Article 11. Either party may modify/ terminate this agreement with written notification signed by competent authority of the party initiating termination. Such notification must be given at least six months in advance of the effective date of termination.



Intellectual Property Rights

Any IPR issue emanated from joint research under this MOU will be the joint property of the University and Institute. IPR issues will be patented as joint patent. Benefits emanated from commercialization from developed technology under this MOU will be shared between University and Institute.

Admission and Fees

Admission of the student and Award of degrees for different programme will be the responsibility of the University as per the rules and regulations.

Allotment of the students at CIRG will be done by the approval of Director of the Institute and GLA University.

Fees will be charged by the CIRG as per the ICAR guidelines (approved vide letter no. F.no. 2-8/2012/HRD dated 01/12/2012): Student will deposit fee of Rs. 20,000/- for training and research up to duration of 3 months and Rs. 30000/- per semester (Six months) for training, research, and dissertation. Any change in fee structure by ICAR/CIRG will be applicable and should be followed by the Institute.

Dated: December 27, 2019.

Director,
CIRG, Mathura
27.12.2019
DIRECTOR
Central Institute for Research on Goats
Makhdoom, P.O. Farah - 281 122
Dist. MATHURA (U.P.) INDIA
Witness: 1
27/12/19

Witness: 2
27/12/19
Dr. Ashok Kumar
Vc Prof. C.V.

Registrar
GLA University, Mathura
Ashok Kumar
Registrar
GLA University, Mathura (U.P.)

Witness: 1
Dr. A. K. Gupta
Director
Institute of Applied Sciences
& Humanities
GLA University, Mathura (U.P.)

Witness: 2
27/12/2019
Dr. S.V. Singh
Professor & Head, Dept. of Biotechnology
GLA University, Mathura (U.P.), INDIA



MEMORANDUM OF UNDERSTANDING FOR COLLABORATION BETWEEN

NI SYSTEMS (INDIA) PVT LTD, BANGALORE

&

GLA UNIVERSITY, Department of Electronics and Communication Engineering, MATHURA

This MoU Regarding LabVIEW Academy Program ("MoU") is made by and between GLA UNIVERSITY, Department of Electronics and Communication Engineering, Mathura, having the campus at Mathura, Uttar Pradesh represented by its Registrar, **Mr. Ashok Kumar Singh**, ("Institution") and NI Systems (India) Pvt. Ltd. ("NI"), a company incorporated under the Companies Act, 1956 of India, having its registered office at 81/1 & 82/1, Salarpuria Softzone, Wing B, 5th Floor, Block A, Bellandur, Varthur Hobli, Bangalore 560 037 represented by **Mr. Solaikutty Dhanabal**, Academic Manager, effective as of 22nd February, 2016 (the "Effective Date").

1. Institution; Courses. Institution warrants and represents that it is a degree-granting educational institution. During the Term (as defined below), Institution agrees to offer and conduct courses for academic purposes at Institution's facilities, in a professional manner, teaching the use of the NI LabVIEW software, which courses must not be for commercial, corporate or "customer" training purposes and must (a) be taught by an instructor who is then currently a Certified LabVIEW Associate Developer (the Certified LabVIEW Associate Developer certificate needs to be updated every two years) who regularly teaches degree-fulfilling or continuing education courses to students enrolled in or taking continuing education courses at Institution ("Instructor"); (b) include at least 30 hours of instruction specifically directed to the use of the LabVIEW software; (c) be provided in accordance with a course syllabus reviewed and approved by NI; and (d) otherwise meet requirements provided or made available by NI to Institution from time to time (the "Courses"). Institution shall ensure no courses offered or provided are taught or introduced at the Institution which directly competes against the Courses.

2. Materials. Institution agrees to set up a NI LabVIEW Academy in field of Virtual Instrumentation, (hereinafter referred to as ACADEMY). NI agrees to provide to Institution the "Instructional Materials" identified on Exhibit A (the "Materials") solely for the purpose of Institution's teaching the Courses at ACADEMY and under the below conditions:

2.1. Subject to, and conditioned on Institution's compliance with, the terms of this MoU, NI hereby grants to Institution, and Institution hereby accepts, a nonexclusive, nontransferable, limited license, for the Term (as defined below) only, to (a) use the Materials for the sole purpose of teaching the Courses, (b) provide the Materials only to those students enrolled (or taking continuing education classes) at Institution and who are taking the Courses ("Students"), except that Institution may not provide to any Students, or to any persons or entities other than Instructors, any Materials which are designated on Exhibit A as "Instructor Use Only", and (c) make a reasonable number of copies of only those Materials which are identified on Exhibit A as "Copying Permitted for Course Use", but only as necessary for the purpose set forth in this Subsection 2.1.

2.2. Institution hereby agrees not to itself, and not to encourage or assist Students or others to, (a) copy or reproduce any Materials except as expressly permitted in Subsection 2.1, (b) transfer, disseminate or distribute any Materials to any third-party, except Students to the extent expressly permitted in Subsection 2.1, or (c) use any Materials for any purpose other than the Courses. On any termination or expiration of this MoU, if NI requests, Institution shall, at Institution's sole cost and expense, return to NI all Materials identified on Exhibit A as "Instructor Use Only".

3. Required Software Products Not Included. Institution agrees to obtain from NI, at Institution's sole cost and expense, the necessary Academic Teaching Licenses (as described in the applicable National Instruments Software License MoU, available at http://www.ni.com/pdf/legal/us/software_license_agreement.pdf) to use the LabVIEW software in conducting the Courses; and to obtain from NI, or cause each of the Students to so obtain, at their sole cost and expense, the necessary Student Edition Licenses (as described in the applicable National Instruments Software License MoU) to use the LabVIEW software in the Courses. Institution agrees to comply with, and to cause the Students to comply with, such licenses, including without limitation ensuring that the



**MEMORANDUM OF UNDERSTANDING FOR COLLABORATION BETWEEN
NI SYSTEMS (INDIA) PVT LTD, BANGALORE
&
GLA UNIVERSITY, MATHURA**

This MoU Regarding LabVIEW Academy Program ("MoU") is made by and between GLA Mathura, having the campus at Mathura, Uttar Pradesh represented by its Registrar, **Mr. Ashok Kumar Singh**, ("Institution") and NI Systems (India) Pvt. Ltd. ("NI"), a company incorporated under the Companies Act, 1956 of India, having its registered office at 81/1 & 82/1, Salarpuria Softzone, Wing B, 5th Floor, Block A, Bellandur, Varthur Hobli, Bangalore 560 037 represented by **Mr. Solaikutty Dhanabal**, Academic Manager, effective as of **22nd February, 2016** (the "Effective Date").

1. Institution, Courses. Institution warrants and represents that it is a degree-granting educational institution. During the Term (as defined below), Institution agrees to offer and conduct courses for academic purposes at Institution's facilities, in a professional manner, teaching the use of the NI LabVIEW software, which courses must not be for commercial, corporate or "customer" training purposes and must (a) be taught by an instructor who is then currently a Certified LabVIEW Associate Developer (the Certified LabVIEW Associate Developer certificate needs to be updated every two years) who regularly teaches degree-fulfilling or continuing education courses to students enrolled in or taking continuing education courses at Institution ("Instructor"); (b) include at least 30 hours of instruction specifically directed to the use of the LabVIEW software; (c) be provided in accordance with a course syllabus reviewed and approved by NI; and (d) otherwise meet requirements provided or made available by NI to Institution from time to time (the "Courses"). Institution shall ensure no courses offered or provided are taught or introduced at the Institution which directly competes against the Courses.

2. Materials. Institution agrees to set up a NI LabVIEW Academy in field of Virtual Instrumentation, (hereinafter referred to as ACADEMY). NI agrees to provide to Institution the "Instructional Materials" identified on Exhibit A (the "Materials") solely for the purpose of Institution's teaching the Courses at ACADEMY and under the below conditions:

2.1. Subject to, and conditioned on Institution's compliance with, the terms of this MoU, NI hereby grants to Institution, and Institution hereby accepts, a nonexclusive, nontransferable, limited license, for the Term (as defined below) only, to (a) use the Materials for the sole purpose of teaching the Courses, (b) provide the Materials only to those students enrolled (or taking continuing education classes) at Institution and who are taking the Courses ("Students"), except that Institution may not to provide to any Students, or to any persons or entities other than Instructors, any Materials which are designated on Exhibit A as "Instructor Use Only", and (c) make a reasonable number of copies of only those Materials which are identified on Exhibit A as "Copying Permitted for Course Use", but only as necessary for the purpose set forth in this Subsection 2.1.

2.2. Institution hereby agrees not to itself, and not to encourage or assist Students or others to, (a) copy or reproduce any Materials except as expressly permitted in Subsection 2.1, (b) transfer, disseminate or distribute any Materials to any third-party, except Students to the extent expressly permitted in Subsection 2.1, or (c) use any Materials for any purpose other than the Courses. On any termination or expiration of this MoU, if NI requests, Institution shall, at Institution's sole cost and expense, return to NI all Materials identified on Exhibit A as "Instructor Use Only".

3. Required Software Products Not Included. Institution agrees to obtain from NI, at Institution's sole cost and expense, the necessary Academic Teaching Licenses (as described in the applicable National Instruments Software License MoU, available at http://www.ni.com/pdf/legal/us/software_license_agreement.pdf) to use the LabVIEW software in conducting the Courses; and to obtain from NI, or cause each of the Students to so obtain, at their sole cost and expense, the necessary Student Edition Licenses (as described in the applicable National Instruments Software License MoU) to use the LabVIEW software in the Courses. Institution agrees to comply with, and to cause the Students to comply with, such licenses, including without limitation ensuring that the



licensed software is not used for any research, commercial, industrial, or other purpose prohibited by the applicable National Instruments Software License MoU. Except as may be expressly modified by this MoU, the terms and conditions of the applicable National Instruments Software License MoUs govern Institution's, and the Instructors' and Students', uses of the LabVIEW software as related to the LabVIEW Academy Program and the Course.

4. Required Textbooks and Equipment Not Included. Institution further agrees to obtain and provide, at Institution's sole cost and expense, or to cause each of the Students to so obtain, at their sole cost and expense, textbooks acceptable to NI for use in the Course, as well as any hardware and software as required for the Course, and other appropriate National Instruments equipment approved by NI. Such textbooks, hardware, software and National Instruments equipment approved by NI must be obtained separately and are subject to separate charges.

5. Name, Logo, and Trademarks.

5.1. Subject to, and conditioned on Institution's compliance with, the terms of this MoU, NI hereby grants to Institution, and Institution hereby accepts, a nonexclusive, nontransferable, limited license, for the Term (as defined below) only, to display the "LabVIEW Academy" Logo identified on Exhibit B hereto, the "LabVIEW Academy" name, any and all trademarks of NI therein, including without limitation, "LabVIEW", "National Instruments", and the "LabVIEW" logo design, only as part of, and as each appears in, the "LabVIEW Academy" Logo or the "LabVIEW Academy" name as the case may be (such trademarks being referred to as the "Marks"), solely in connection with providing, selling, promoting and advertising the Courses, solely on web site displays, printed literature, and other materials acceptable to NI and which are of an acceptable level of quality determined by NI in NI's sole discretion, and solely in accordance with Exhibit B hereto and any and all other guidelines and instructions provided or made available by NI to Institution from time to time. In no event may Institution display or use any Mark except as part of, and as it appears in, the "LabVIEW Academy" Logo or the "LabVIEW Academy" name as the case may be.

5.2. With a view to ensuring the maintenance of an acceptable level of quality of the web site displays, printed literature, and other materials, and the Courses, on or in connection with which the "LabVIEW Academy" Logo and/or "LabVIEW Academy" name are displayed, Institution shall submit, at no charge, representative specimens of such materials and Course-related materials to NI for review, as may be requested by NI from time to time, and to permit NI representatives to attend Course sessions at no charge to such extent as may be reasonable for such purpose. Institution agrees to comply with Exhibit B hereto and any and all other requirements, guidelines and instructions provided or made available by NI to Institution from time to time, in each instance of Institution's display of the "LabVIEW Academy" Logo or "LabVIEW Academy" name.

5.3. Goodwill generated by any use by Institution of the "LabVIEW Academy" Logo or the "LabVIEW Academy" name and the Marks, inures solely to the benefit of NI, and no use thereof shall give Institution any right, title or interest in any of such logos, names, or Marks. Upon notice by NI, or in any event on any termination or expiration of this MoU, Institution shall immediately cease all display and use of the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, and the Marks, and all advertising, promotional and sales literature bearing any of such logos, names, or Marks. In the event of a claim of infringement or violation of any intellectual or industrial property right involving the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark, Institution agrees to make such modifications to the "LabVIEW Academy" Logo or the "LabVIEW Academy" name, or cease any and all display and use of them, as may be instructed by NI in writing. Institution acknowledges NI's ownership of the Marks and agrees to make no use thereof except as may be expressly permitted by this MoU. At NI's request, Institution agrees to reasonably cooperate with NI, at NI's reasonable expense, in NI's evidencing and protecting NI's rights in the Marks, including without limitation by providing, executing and delivering to NI any reasonably requested documents in furtherance thereof. Institution recognizes and

acknowledges the goodwill appurtenant to use and/or ownership of the Marks, the validity of the Marks, NI's rights in the Marks, NI's registrations for the Marks (if any), and the distinctiveness of Marks. Institution agrees to take no action to attack, contest or undercut NI's ownership or the validity of any of the Marks or any applications to register or registrations thereof, or which would tend to destroy or diminish the goodwill in any of the Marks. Without limiting the generality of the foregoing, Institution shall not during the term of this MoU or thereafter:

- (a) apply to register or maintain any application or registration of any of the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, any Mark, or any mark confusingly similar to any Mark, in any jurisdiction, domestic or foreign;
- (b) take any action that may tend to imply or express that Institution is the owner of any Mark or that Licensee has any right, title or interest in ownership or usage in any Mark;
- (c) use or register an internet domain using, containing, or confusingly similar to the "LabVIEW" Academy name, or any Mark;
- (d) misuse any Mark;
- (e) use the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark in any manner which may diminish the goodwill appurtenant in any Mark, or disparage NI or NI's business or any of NI's products or services;
- (f) use any colorable imitation or variant form of the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark, not specifically approved in writing by NI;
- (g) alter or deface the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark in any way except as may be instructed in writing by NI; or
- (h) use, in connection with the manufacture, sale, distribution, or promotion of any products or services (except display of the "LabVIEW Academy" Logo and the "LabVIEW Academy" name in connection with the Courses to the extent expressly permitted in this MoU) the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark, or any mark or name confusingly similar to any of them.

5.4. Institution may not take any action against a third party in relation to the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark, without NI's prior written consent. NI undertakes no obligation to register or apply to register, or to maintain any registrations of, the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark in any jurisdiction. Institution will, immediately upon becoming aware, give full written particulars to NI of (a) any allegation that the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark infringes the rights of any third party, or (b) any unauthorized use of the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or a Mark by a third party. Institution will not make any allegation, admission, settlement, or comment in respect of any such matter without the prior written consent of NI. Unless specifically and expressly waived in accordance with Section 15, NI will have sole right to control the prosecution, defense and any settlement of any claim, dispute or proceedings related to the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or a Mark, including but not limited to NI's sole discretion regarding whether to implement any action and whether or not to bring or defend, or settle or attempt to settle, any claim, dispute or proceeding.

6. No Other Licenses. Institution acknowledges that all intellectual and industrial property rights, including but not limited to any copyrights and trademarks, which relate to the Materials, belong to and are retained by NI or NI's subsidiaries, as applicable. No rights, licenses or permissions, express, implied or by estoppel, are granted by NI except for the limited licenses expressly set forth in this MoU. All rights not expressly permitted to Institution in this MoU are reserved to NI.

7. Warranty Disclaimer. **INSTITUTION ACKNOWLEDGES AND AGREES THAT THE LICENSES, MATERIALS AND INFORMATION PROVIDED BY NI ARE AND WILL BE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTY OF ANY KIND, AND NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO SUCH LICENSES, MATERIALS OR INFORMATION, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE,**

NON-INFRINGEMENT, OR ANY OTHER WARRANTIES THAT MAY OTHERWISE ARISE FROM USAGE OF TRADE OR COURSE OF DEALING; ANY AND ALL OF WHICH IMPLIED AND STATUTORY WARRANTIES ARE HEREBY DISCLAIMED, TO THE FULL EXTENT PERMITTED BY LAW.

8. Term and Termination.

8.1. Term. This MoU shall commence on the Effective **Date and continue for twenty-four (24) months** unless terminated earlier. Either party may notify the other party in writing of early termination of this MoU by a prior notice of not less than three months prior to the effect of such termination.

8.2. Termination. Notwithstanding Section 8.1, if, during this MoU, including renewal terms, either party breaches this MoU, the other party may terminate this MoU upon notice to such party if such breach has not been cured to the reasonable satisfaction of the other party within thirty (30) days following written notice of the breach. This MoU shall terminate immediately and automatically if the Institution suspends operations, is or becomes the subject any bankruptcy or similar proceeding, makes an assignment for the benefit of creditors, or is adjudicated bankrupt or insolvent.

8.3. Effect. The following sections and subsections shall survive any termination or expiration of this MoU: 2.2, 5.3, 5.4, 6, 7, 8.3, 9, 10, 11, 12, 13, 14 and 15.

9. **INDEMNITY: LIMITED LIABILITY.**

9.1. Indemnity By Institution. Institution shall indemnify, defend and hold NI harmless for (a) any damage, expense (including reasonable attorneys' fees), loss, or injury (collectively, "Losses") arising from or in connection with any failure to comply with any of the provisions of Section 5 or any of its subsections; and (b) Losses claimed or sustained by Institution, a Student or other third-party relating to or arising from any Courses or any activities related thereto; however the same may be caused, including without limitation wholly or partially by the fault, negligence or strict liability of NI or others; provided that NI promptly notifies Institution of such claim, and provides Institution with the authority, assistance, and information Institution needs to defend or settle such claim. Institution shall not be liable for a settlement made without its prior written consent.

9.2. Indemnity By NI. NI shall indemnify, defend and hold Institution harmless for any claim by a third party that the Materials, as provided by NI, infringe such third party's United States copyrights; provided that such claim does not arise from use of the Materials other than as expressly permitted in this MoU, from any use or combination of the Materials with other materials not provided by NI, or from modification of the Materials not made by NI; and provided that Institution promptly notifies NI of such claim, and provides NI with the authority, assistance, and information NI needs to defend or settle such claim. NI shall not be liable for a settlement made without its prior written consent. This Subsection 9.2 states Institution's sole remedy for, and NI's entire liability and responsibility for, infringement of any patent, trademark, copyright, or other intellectual or industrial property right relating to the Materials. **THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY OR REMEDY AGAINST INFRINGEMENT.**

9.3. Liability. **EXCEPT AS PROVIDED IN SUBSECTION 9.2, IN NO EVENT SHALL NI BE LIABLE FOR ANY DIRECT, ACTUAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY INSTITUTION, OR ANY STUDENT OR OTHER THIRD PARTY, ARISING FROM THIS MOU, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF NI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF CAUSED BY THE FAULT, NEGLIGENCE OR STRICT LIABILITY OF NI OR OTHERS. IN NO EVENT SHALL NI'S LIABILITY UNDER THIS MOU EXCEED, IN THE AGGREGATE, THE AMOUNT OF US\$1,000 (ONE THOUSAND U.S. DOLLARS).**

10. Independent Contractors; Freedom of Action. Institution and NI are independent contractors to one another and nothing herein shall be deemed to create an agency, partnership, joint venture, franchise or employment relationship between NI and Institution or its personnel, and neither party shall represent to the contrary, either expressly, implicitly, by appearance or otherwise. Institution acknowledges, represents, and agrees that it has not paid, and will not pay, any fee to enter into this MoU. The licenses, rights and permissions granted to Institution under this MoU are nonexclusive. NI may provide identical or similar licenses to others. Further, NI may itself, or with others, (including without limitation other educational institutions), provide, deliver and/or teach courses that are the same as, or similar to, the Courses, or engage in other activities described in this MoU.

11. Assignment. Each party understands and acknowledges that this MoU is personal to the parties and accordingly, except for NI's right to assign this MoU to a related entity, neither party may assign this MoU (in whole or part) without the prior written consent of the other and any attempt to do so shall be void. Institution may not delegate or subcontract any of its obligations under this MoU without NI's prior written consent.

12. Dispute Resolution. This MoU shall be construed under the laws of India. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by a sole arbitrator, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Bangalore and the arbitration proceedings shall take place in the English language. The arbitration award is final and binding upon the parties and the parties undertake to carry out any arbitration award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made.

13. Notices. All notices which shall be given by either party under the terms of this MoU shall be in writing and be hand delivered, sent by facsimile transmission, overnight delivery, or sent by certified mail, return receipt requested, addressed to the receiving party at the address listed at the first page or to such other persons or addresses as may be designated by a party in writing. Notice shall be effective on the date it is received or receipt is confirmed or, if mailed as described above, no later than ten (10) days after the date of such mailing.

14. Compliance with Laws. Institution agrees to comply with all applicable laws, including without limitation United States export laws and regulations, in Institution's performance of, and exercise of rights under, this MoU.

15. Registration. If this MoU is required to be registered with authorities in India, Institution shall complete any such required procedures promptly.

16. Counterparts; Language; Amendment; Construction; Severability; Waiver. This MoU, together with the exhibits attached hereto and referred to herein, embodies the entire understanding between the parties regarding the subject matter hereof and supersedes all prior representations, discussions and communications, whether oral or written. This MoU may be executed in two counterparts, each of which taken together shall constitute one single MoU between the parties. This MoU is solely in the English language. Any translations into any other languages shall be of no effect in interpreting this MoU or otherwise. No amendment, change, alteration, or modification hereof may be made except in a writing signed by both parties. The headings used herein are for convenience only and shall not enter into the interpretation hereof. Each term and condition of this MoU will be construed in such manner to be valid, enforceable and in compliance with applicable law. If any provision of this MoU is deemed or held by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such construction will neither impair nor affect the validity or enforceability of any other provisions of this MoU. The failure to insist upon strict compliance with any of the provisions of this MoU shall not be deemed a waiver of any such provision, nor shall any waiver or relinquishment of any right or power hereunder, at any one or more times, be deemed a waiver or relinquishment of such right or power at any other time or times. No waiver of any right under this MoU is effective unless made in writing, signed by an authorized representative of the waiving party and dispatched to the benefiting party in accordance with Section 13.

EXECUTED as of the Effective Date set forth above.

NI Systems (India) Pvt. Ltd.

Signature:



Name and Title: Solaikutty Dhanabal
Academic Program Manager, INDRAA

Date:



GLA UNIVERSITY, MATHURA

Signature:



Name and Title: **ASHOK KUMAR SINGH**

Registrar
GLA University

17 Km. Stone, NH-2, Mathura-Delhi Road
P.O. - Chaumuhan, Mathura (U.P.), INDIA

Date:

EXHIBIT A**INSTRUCTIONAL MATERIALS:**

As determined and provided by NI.

- supplemental LabVIEW questions—Copying Permitted for Course Use
- Instructor version of the Student Workbook (PDF)—Instructor Use Only
- Student workbook version (PDF)—Copying Permitted for Course Use]

OBJECTIVES:

Institution agrees to set up the ACADEMY, which is expected to meet the following goals:

- 1) To pursue training activities related to user education and training in areas mutually agreed to by INSTITUTION and NI. Initially the ACADEMY will begin activities in the area of user training in LabVIEW.
- 2) To strengthen the collaboration between INSTITUTION and NI, which may encourage undertaking of teaching projects and INSTITUTION to pursue its objectives of advancement and creation of knowledge through use of the facilities developed under the ACADEMY.
- 3) To organize courses/workshops/seminars every year on various aspects of Algorithm Engineering and Graphical System Design.

COMMITMENTS OF NI:

- 1) NI may provide free of cost technical consultancy (no more than a reasonable period of time solely determined by NI) for establishment of ACADEMY at INSTITUTION.
- 2) NI agrees to provide free training (no more than 5 days) to 5 faculty of the ACADEMY on LabVIEW Fundamentals and further to waive off the first CLAD exam attempt fees of such 5 faculty.
- 3) NI agrees to provide start-up assistance (no more than a reasonable period of time solely determined by NI) at INSTITUTION during installation of NI products at the ACADEMY either directly or through its channel partners.
- 4) Once the ACADEMY qualifies for the criteria required for a LabVIEW Academy, NI agrees to provide 50% discount in CLAD (Certified LabVIEW Associate Developer) exam fee for the students & faculties of ACADEMY who got trained under ACADEMY.
- 5) NI agrees to provide free technical support over phone and e-mail on NI products and their usage for various measurements and control.
- 6) NI may support INSTITUTION in conducting training programs for industry representatives approved by NI.

COMMITMENTS OF INSTITUTION:

- 1) INSTITUTION agrees to use this ACADEMY as common facility for the entire campus and there will be Courses conducted for various engineering disciplines.
- 2) INSTITUTION agrees to appoint dedicated CLAD Certified instructor to conduct the Course in the ACADEMY
- 3) INSTITUTION agrees to provide computers and all other necessary infrastructure for the ACADEMY and all will be networked with structured cabling and Ethernet Switch.
- 4) INSTITUTION agrees to offer devoted human resources to impart compulsory or elective level through at least one 3-credit course on Virtual Instrumentation for all disciplines.
- 5) INSTITUTION also agrees to ensure the development of teaching demonstrations, application notes and project work through students and faculty of INSTITUTION using the facilities provided by ACADEMY.

JOINT EFFORTS:

- 1) An official of INSTITUTION to be nominated and appointed by mutual consent of INSTITUTION and NI will coordinate the activities of the ACADEMY.

2) Both INSTITUTION and NI shall permit their respective experts to contribute in the teaching/training programs conducted by either organization through mutual consent.

EXHIBIT B

1. LabVIEW Academy Logo:

The "LabVIEW Academy" logo is set out below for identification (the "SAMPLE" watermark is not part of the logo—the artwork for the logo will be made available after execution of this MoU by Institution and NI):



2. Requirements:

In addition to the other requirements of this MoU with respect to the use of the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, and the Marks, Institution agrees to comply with the guidelines at <http://www.ni.com/legal/trademarks/> and any and all other guidelines that may be provided or made available by NI to Institution from time to time, and to include, in prominent type and font as specified by NI, the following legend in all materials on or in connection with which the "LabVIEW Academy" Logo or the "LabVIEW Academy" name are used:

"LabVIEW", "National Instruments", and the "LabVIEW" logo design are trademarks of National Instruments Corporation, and are used, as part of the "LabVIEW Academy" logo and the "LabVIEW Academy" name, with the permission of National Instruments Corporation. [name of Institution], not National Instruments Corporation, is solely responsible for the courses offered by [name of Institution], including without limitation those teaching the use of the LabVIEW™ software, and all materials, content, software, and code contained in or made available through this document or web site. Neither [name of Institution], nor any courses or other goods or services offered by [name of Institution], are affiliated with, endorsed by, or sponsored by National Instruments Corporation.



MEMORANDUM OF UNDERSTANDING

BETWEEN

GLA University, Mathura

AND

K N International School, Mathura

This Memorandum of Understanding (MoU) is being signed on the 07th day of March the year 2017 (effective date) between

The GLA University established under U.P. State Legislative Act of 2009 (UP Act 21 of 2010) and ranked among the top Universities of Uttar Pradesh, having its campus at NH-2, Mathura-Delhi Road P.O. Chaumuhan, Mathura, Uttar Pradesh 281406. (Hereinafter referred to as "GLAU")

And

The K N INTERNATIONAL School having its school its office at the Kosi Khurd, Mathura which expression shall unless repugnant to the context of meaning thereof include its successors and permitted assignees.

Whereas GLA University is offering a wide range of Graduate, Post-Graduate and Doctorate programmes. GLA University is approved and recognized by University Grants Commission (UGC), NCTE and Pharmacy Council of India.

Whereas K N INTERNATIONAL Bharatpur - Mathura Rd, Kosi Khurd, Mathura affiliated to CBSE Board (Central Board Secondary Education) Affiliation Code: 2131618 Year of Foundation: 2011, Co-educational, English Medium, Email Id:- info@kninternationalschool.com Bharatpur - Mathura Rd, Kosi Khurd, Mathura - 281004

Both the Parties agree to work in the area of School and Teacher Education and undertake that specific areas under the MoU may be proposed, formulated and agreed upon by them for the implementation of this MoU and for the said areas. GLA University and/or K N INTERNATIONAL School assigned shall consider the same as part of this MoU.

Ashok Kumar Singh
Registrar
GLA University

m. Stone, NH-2, Mathura-Delhi Road
Chaumuhan, Mathura (U.P.) INDIA



The two institutions will endeavor to cooperate as follows:

1. OBJECTIVES

This MoU aims to build a long term relationship and to develop healthy and stable arrangements between both the Parties. Any collaborative programs, projects or activities proposed under the auspices of this MoU shall be subject to negotiation, agreement and approval by, and between, the Parties. The forms of these collaborative programmes, projects or activities may include but are not limited to: Three months' school Internship. Placement assistance, Collaborative events- Sports program and literary & cultural events and Capability enhancement and development schemes such as soft skills development programme etc.

Jointly organize guest lectures, workshops, seminar, refresher courses, curriculum designs and conferences.

The parties will work out a specific plan for any activity mentioned above; and mutually discuss the detailed arrangement for collaboration.

2. ROLES & RESPONSIBILITIES OF EACH PARTY

Faculty of Education, GLA University will be responsible for the following areas:

1. GLA University (Faculty of education) shall nominate one person with adequate accountability and responsibility to coordinate the seminar/ workshops/ training programmes. He/ She would act as the single point of contact for the proposed events.
2. GLA University (Faculty of education) shall make available the infrastructure (including IT infrastructure, connectivity, applications and grounds) required to conduct the workshops/ training programmes/ seminar/ placement assistance.
3. GLA University (Faculty of education) shall coordinate with K N INTERNATIONAL School to facilitate and conduct of all assessments.

K N INTERNATIONAL School will be responsible for the following areas:

1. Providing classes according to the timetable for the B.Ed. Students
2. Providing opportunities to organize games, sports, literally and cultural activities such as drama/ art/ debate/ quiz etc.
3. Providing jobs for the B.Ed. final year students.
4. Jointly organize guest lectures, workshops, seminar etc.

3. FINANCIAL ARRANGEMENT

The financial arrangement for the co-operative activities undertaken within the framework of this MoU shall be mutually agreed upon by both the Parties on a case-to-case basis, subject to the availability of funds and resources.

4. REPRESENTATION AND WARRANTY

Each Party to this MoU represents that the execution and performance of this MoU is not contrary to any rule, law, statute, internal policy, or any other such order or rule by which such Party is bound.

5. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS/ OWNERSHIP

Each party will protect, its territory, intellectual property rights of the other party in force in their respective countries. All copyrights, design rights, rights relating to computer software or intellectual

Ashok Kumar Singh
Registrar
GLA University

17 Km. Stone, NH-2, Mathura-Delhi Road
P.O.-Chaumuhan, Mathura (U.P.) INDIA



property rights of the documents produced in support of any activity under this MoU shall remain with the Party owning it.

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed during the course of this MoU shall be decided through a separate project specific agreement.

6. CONFIDENTIALITY

- a. Confidential information includes all communication of information disclosed in documentary or tangible form between the Parties, including oral, written and machine-readable form, pertaining to the above which is indicated as confidential. In the case of such information disclosed orally or visually, the Disclosing Party shall confirm in writing the fact and general nature of each disclosure within (30) days after it is made.
- b. Confidential information includes information:
 1. Disclosed by, or on behalf of, the Disclosing Party to the Receiving Party,
 2. Otherwise learned or ascertained by the Receiving party from inspection and/or evaluation of sample(s) identified by the Disclosing party as confidential and provided to the Receiving party by or on behalf of the Disclosing Party (sample(s)) and/or,
 3. Otherwise learned or ascertained by the Receiving Party from the Disclosing Party.
- c. The Receiving Party will not disclose confidential information of the Disclosing Party to any other person and use at least the same degree of care to maintain the Information confidential as receiving party uses in maintaining as confidential its own confidential Information, but always at least a reasonable degree of care; due diligence will be taken by both the parties in maintenance of confidential information.
- d. The Receiving Party will use the confidential information only for the above mentioned purpose.
- e. The Receiving Party will restrict disclosure of the confidential information of the Disclosing Party solely to those employees, subsidiaries, parent and affiliated educational industry of Receiving Party having a need to know such Information in order to accomplish the purpose stated above.
- f. This MoU imposes no obligation on Receiving Party with respect to any portion of the confidential information received from Disclosing Party which:
 - i. Was known to Receiving Party prior to disclosure by Disclosing Party,
 - ii. Is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,
 - iii. Is, or becomes, generally known or publicly available other than by unauthorized disclosure, is independently developed by Receiving Party,
 - iv. Is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party.
 - v. Is required by law or decree.


Ashok Kumar Singh
Registrar
GLA University
7 Km. Stone, NH-2, Mathura-Delhi Road
Chaumuhan, Mathura (U.P.) INDIA



- g. The confidential information shall remain the sole property of the Disclosing Party.
- h. The obligation of non-disclosure of confidential information shall survive for 5 years after expiry/termination of this MoU.

7. SUSPENSION

Each party reserves the rights for reasons of national security, national interest, public order or public health to suspend temporarily either in whole or in part the implementation of this MoU. The suspension shall take effect immediately after written notification has been given to the other party through diplomatic channels.

8. REVISION, MODIFICATION AND AMENDMENT

Either Party may request in writing a revision, modification or amendment of all or any part of this MoU. Any revision, modification or amendment agreed to by the parties shall be reflected in writing and shall form part of this MoU. Such revision, modification or amendment shall come into force on such date as may be determined by parties.

9. SETTLEMENT OF DISPUTES

The MoU is not intended to create any legal obligations between the Parties. Any difference or dispute between the Parties concerning the interpretation and/ or implementation and / or applicable to any of the provisions of this MoU shall be settled amicably through mutual consultation and / or negotiation between the Parties, without reference to any third party or international tribunal.

The MoU shall be governed and constructed in accordance with the Laws of India. The parties agree to submit to the exclusive jurisdiction of Mathura Court in India in connection with any dispute between the Parties under the MoU.

In case any disputes arise in implementing the MoU, these shall be resolved by mutual consultation.

10. EFFECTIVE DATE, DURATION AND TERMINATION

The MoU shall commence from the Effective Date and shall continue for a period of 5 years from the Effective Date (hereafter referred to as "Term"). Thereafter, both parties shall review the status of this co-operation and may extend the Term on such conditions as mutually agreed upon.

Notwithstanding the 10 paragraph 1 above, either party may terminate this MoU by notifying the other Party in writing at least Six (6) months in advance of such termination.

- 10.1 Unless otherwise agreed upon by the Parties, the termination of this MoU shall not affect the implementation of the on-going activities and/or programmes, which have been agreed upon before the date of the termination of the MoU.

11. SINGLE POINT OF CONTACT (SPOC)


Ashok Kumar Singh
Registrar
GLA University
7 Km. Stone, NH-2, Mathura-Delhi Road
Chauhan, Mathura (U.P.) INDIA



Each party shall designate a person or office to serve as liaison for implementing this MoU. The liaison/ SPOC may change from time to time upon notice given to the other party in writing pursuant to this MoU. For the K N INTERNATIONAL School, SPOC Name Mr. Anil kumar Mishra, Principal, Email ID: info@kninternationalschool.com, Contact Number: +91-9690011111 And For Faculty of Education GLA University, the initial liaison/Single Point of Contact(SPOC) will be Mr. Hem Kumar Faculty of Education, Email I.D hem.kumar@gla.ac.in, Contact Number: 9045105898.

12. INDEMNIFICATION

Both the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages/ losses) arising out of or in connection with this MoU due to breach of any provisions of this agreement Memorandum of Understanding by such party or as a result of any act of negligence/omission or commission on part of such party and /or its employees, agents etc.

13. FORCE MAJEURE

13.1 Neither party hereto shall be liable for any failure to perform its obligations hereunder to the extent that performance has been delayed, hindered or prevented by any circumstances beyond the reasonable control of that party, including without prejudice to the generality of the foregoing, any act of God, war, riot, civil commotion, strike, lock-out or other form of industrial action or any form of government or supernatural authority intervention.

13.2 The affected party to be able to avail of this clause will be obliged to inform the other party of:

- (a) The occurrence of any such event of force majeure; and
- (b) Resume its responsibilities on the cessation of such force majeure event.

14. MISCELLANEOUS

14.1 Neither party shall use or publicize the MoU in such a manner as to cause any disrepute to the other party and shall not make any statement relevant to this MoU which may reasonably be considered to be misleading.

14.2 If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.

14.3 In case of dispute or difference arising out of, or in connection with, this MoU; the same shall be settled through mutual discussions between GLA University and K N INTERNATIONAL School.

Ashok Kumar Singh
Registrar
GLA University
7 Km. Stone, NH-2, Mathura-Delhi Road
Chauruhan, Mathura (U.P.) INDIA



IN WITNESS WHEREOF the parties hereto have signed & executed this memorandum in presence of each other and in presence of attesting witnesses.

For and on behalf of GLA University

For and on behalf of K N INTERNATIONAL School.

Mr Ashok Kumar Singh
Registrar

Ashok Kumar Singh
Registrar
GLA University
17 Km. Stone, NH-2, Mathura-Delhi Road
P.O.-Chaumuhan, Mathura (U.P.) INDIA

Date:

Witness 1: Prof. Kavita Varma

Witness 2:

K. N. INTERNATIONAL SCHOOL
BHARATPUR ROAD
Mr. Anil Kumar Mishra
Principal/Director

Date: 07/03/2017

Witness 1:
07/03/2017

Witness 2:



MEMORANDUM OF UNDERSTANDING

BETWEEN

GLA University, Mathura

AND

Hari Adarsh Inter College Chaumuhan, Mathura

This Memorandum of Understanding (MoU) is being signed on the 17th day of March the year 2017 (Effective date) between

The GLA University established under U.P. State Legislative Act of 2009 (UP Act 21 of 2010) and ranked among the top Universities of Uttar Pradesh, having its campus at NH-2, Mathura-Delhi Road P.O. Chaumuhan, Mathura, Uttar Pradesh 281406. (Hereinafter referred to as "GLAU")

And

The Hari Adarsh Inter College School having its school its office at the Chaumuhan, Mathura which expression shall unless repugnant to the context of meaning thereof include its successors and permitted assignees.

Whereas GLA University is offering a wide range of Graduate, Post-Graduate and Doctorate programmes. GLA University is approved and recognized by University Grants Commission (UGC), NCTE and Pharmacy Council of India.

Whereas Hari Adarsh Inter College Chaumuhan, Mathura affiliated to UP Board (State Board) Affiliation Code: 09140104516 Year of Foundation: 1992, Co-educational, Hindi Medium, Email Id: - principalhaic@gmail.com Chaumuhan, Mathura - 281406

Both the Parties agree to work in the area of School and Teacher Education and undertake that specific areas under the MoU may be proposed, formulated and agreed upon by them for the implementation of this MoU and for the said areas. GLA University and/or Hari Adarsh Inter College Chaumuhan, Mathura assigned shall consider the same as part of this MoU.


Ashok Kumar Singh
Registrar
GLA University

17 Km. Stone, NH-2, Mathura-Delhi Road
P.O.-Chaumuhan, Mathura (U.P.) INDIA



The two institutions will endeavor to cooperate as follows:

1. OBJECTIVES

This MoU aims to build a long term relationship and to develop healthy and stable arrangements between both the Parties. Any collaborative programs, projects or activities proposed under the auspices of this MoU shall be subject to negotiation, agreement and approval by, and between, the Parties. The forms of these collaborative programmes, projects or activities may include but are not limited to: Three months' school Internship. Placement assistance, Collaborative events- Sports program and literary & cultural events and Capability enhancement and development schemes such as soft skills development programme etc.

Jointly organize guest lectures, workshops, seminar, refresher courses, curriculum designs and conferences.

The parties will work out a specific plan for any activity mentioned above; and mutually discuss the detailed arrangement for collaboration.

2. ROLES & RESPONSIBILITIES OF EACH PARTY

Faculty of Education, GLA University will be responsible for the following areas:

1. GLA University (Faculty of education) shall nominate one person with adequate accountability and responsibility to coordinate the seminar/ workshops/ training programmes. He/ She would act as the single point of contact for the proposed events.
2. GLA University (Faculty of education) shall make available the infrastructure (including IT infrastructure, connectivity, applications and grounds) required to conduct the workshops/ training programmes/ seminar/ placement assistance.
3. GLA University (Faculty of education) shall coordinate Hari Adarsh Inter College to facilitate and conduct of all assessments.

Hari Adarsh Inter College will be responsible for the following areas:

1. Providing classes according to the timetable for the B.Ed. Students
2. Providing opportunities to organize games, sports, literally and cultural activities such as drama/ art/ debate/ quiz etc.
3. Providing jobs for the B.Ed. final year students.
4. Jointly organize guest lectures, workshops, seminar etc.

3. FINANCIAL ARRANGEMENT

The financial arrangement for the co-operative activities undertaken within the framework of this MoU shall be mutually agreed upon by both the Parties on a case-to-case basis, subject to the availability of funds and resources.

4. REPRESENTATION AND WARRANTY

Each Party to this MoU represents that the execution and performance of this MoU is not contrary to any rule, law, statute, internal policy, or any other such order or rule by which such Party is bound.

5. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS/ OWNERSHIP

Each party will protect, its territory, intellectual property rights of the other party in force in their respective countries. All copyrights, design rights, rights relating to computer software or intellectual

Rakesh Kumar Singh
Registrar
GLA University

1 Km. Stone, Delhi Road
Gurgaon, Haryana (U.P.) INDIA

property rights of the documents produced in support of any activity under this MoU shall remain with the Party owning it.

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed during the course of this MoU shall be decided through a separate project specific agreement.

6. CONFIDENTIALITY

- a. Confidential information includes all communication of information disclosed in documentary or tangible form between the Parties, including oral, written and machine-readable form, pertaining to the above which is indicated as confidential. In the case of such information disclosed orally or visually, the Disclosing Party shall confirm in writing the fact and general nature of each disclosure within (30) days after it is made.
- b. Confidential information includes information:
 1. Disclosed by, or on behalf of, the Disclosing Party to the Receiving Party,
 2. Otherwise learned or ascertained by the Receiving party from inspection and/or evaluation of sample(s) identified by the Disclosing party as confidential and provided to the Receiving party by or on behalf of the Disclosing Party (sample(s)) and/or,
 3. Otherwise learned or ascertained by the Receiving Party from the Disclosing Party.
- c. The Receiving Party will not disclose confidential information of the Disclosing Party to any other person and use at least the same degree of care to maintain the Information confidential as receiving party uses in maintaining as confidential its own confidential Information, but always at least a reasonable degree of care; due diligence will be taken by both the parties in maintenance of confidential information.
- d. The Receiving Party will use the confidential information only for the above mentioned purpose.
- e. The Receiving Party will restrict disclosure of the confidential information of the Disclosing Party solely to those employees, subsidiaries, parent and affiliated educational industry of Receiving Party having a need to know such Information in order to accomplish the purpose stated above.
- f. This MoU imposes no obligation on Receiving Party with respect to any portion of the confidential information received from Disclosing Party which:
 - i. Was known to Receiving Party prior to disclosure by Disclosing Party,
 - ii. Is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,
 - iii. Is, or becomes, generally known or publicly available other than by unauthorized disclosure, is independently developed by Receiving Party,
 - iv. Is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third party.
 - v. Is required by law or decree.



Ashok Kumar Singh
Registrar
GLA University

17 Km. Stone, NH-2, Mathura-Delhi Road
P.O.-Chaumuhan, Mathura (U.P.) INDIA

- g. The confidential information shall remain the sole property of the Disclosing Party.
- h. The obligation of non-disclosure of confidential information shall survive for 5 years after expiry/termination of this MoU.

7. SUSPENSION

Each party reserves the rights for reasons of national security, national interest, public order or public health to suspend temporarily either in whole or in part the implementation of this MoU. The suspension shall take effect immediately after written notification has been given to the other party through diplomatic channels.

8. REVISION, MODIFICATION AND AMENDMENT

Either Party may request in writing a revision, modification or amendment of all or any part of this MoU. Any revision, modification or amendment agreed to by the parties shall be reflected in writing and shall form part of this MoU. Such revision, modification or amendment shall come into force on such date as may be determined by parties.

9. SETTLEMENT OF DISPUTES

The MoU is not intended to create any legal obligations between the Parties. Any difference or dispute between the Parties concerning the interpretation and/ or implementation and / or applicable to any of the provisions of this MoU shall be settled amicably through mutual consultation and / or negotiation between the Parties, without reference to any third party or international tribunal.

The MoU shall be governed and constructed in accordance with the Laws of India. The parties agree to submit to the exclusive jurisdiction of Mathura Court in India in connection with any dispute between the Parties under the MoU.

In case any disputes arise in implementing the MoU, these shall be resolved by mutual consultation.

10. EFFECTIVE DATE, DURATION AND TERMINATION

The MoU shall commence from the Effective Date and shall continue for a period of 5 years from the Effective Date (hereafter referred to as "Term"). Thereafter, both parties shall review the status of this co-operation and may extend the Term on such conditions as mutually agreed upon.

Notwithstanding the 10 paragraph 1 above, either party may terminate this MoU by notifying the other Party in writing at least Six (6) months in advance of such termination.

- 10.1 Unless otherwise agreed upon by the Parties, the termination of this MoU shall not affect the implementation of the on-going activities and/or programmes, which have been agreed upon before the date of the termination of the MoU.

11. SINGLE POINT OF CONTACT (SPOC)


Ashok Kumar Singh
Registrar
GLA University

17 Km. Stone, NH-2, Mathura-Delhi Road
P.O.-Chaumuhan, Mathura (U.P.) INDIA



Each party shall designate a person or office to serve as liaison for implementing this MoU. The liaison/ SPOC may change from time to time upon notice given to the other party in writing pursuant to this MoU. For the Hari Adarsh Inter College, SPOC Name Mr. Mohan Lal Dubey, Principal, Email ID: principalhaic@gmail.com, Contact Number: +91-9456418816 And For Faculty of Education GLA University, the initial liaison/Single Point of Contact(SPOC) will be Mr. Hem Kumar Faculty of Education, Email I.D hem.kumar@gla.ac.in, Contact Number: 9045105898.

12. INDEMNIFICATION

Both the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages/ losses) arising out of or in connection with this MoU due to breach of any provisions of this agreement Memorandum of Understanding by such party or as a result of any act of negligence/omission or commission on part of such party and /or its employees, agents etc.

13. FORCE MAJEURE

13.1 Neither party hereto shall be liable for any failure to perform its obligations hereunder to the extent that performance has been delayed, hindered or prevented by any circumstances beyond the reasonable control of that party, including without prejudice to the generality of the foregoing, any act of God, war, riot, civil commotion, strike, lock-out or other form of industrial action or any form of government or supernatural authority intervention.

13.2 The affected party to be able to avail of this clause will be obliged to inform the other party of:

- (a) The occurrence of any such event of force majeure; and
- (b) Resume its responsibilities on the cessation of such force majeure event.

14. MISCELLANEOUS

14.1 Neither party shall use or publicize the MoU in such a manner as to cause any disrepute to the other party and shall not make any statement relevant to this MoU which may reasonably be considered to be misleading.

14.2 If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.

14.3 In case of dispute or difference arising out of, or in connection with, this MoU; the same shall be settled through mutual discussions between GLA University and Hari Adarsh Inter College.

Ashok Kumar Singh
Registrar
GLA University

17 Km. Stone, NH-2, Mathura-Delhi Road
P.O.-Chaumuhan, Mathura (U.P.) INDIA



IN WITNESS WHEREOF the parties hereto have signed & executed this memorandum in presence of each other and in presence of attesting witnesses.

For and on behalf of GLA University

For and on behalf of Hari Adarsh Inter College

Mr. Ashok Kumar Singh
Registrar

Ashok Kumar Singh
Registrar
GLA University
17 Km. Stone, NH-2, Mathura-Delhi Road
P.O.-Chaumuhan, Mathura (U.P.) INDIA

Date:

Witness 1: Prof. Kavita Varma

Witness 2:

Mr. Mohan Lal Dubey
Principal/Director

प्रधानाचार्य
हरी आदर्श इंटर कॉलेज
चौमहान, मथुरा

Date: 17.03.2017

Witness 1:

Witness 2:



उत्तर प्रदेश UTTAR PRADESH

CP 892475

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MoU") is made and executed on this
10th day of May, 2016 at 03:00 pm.

BY AND BETWEEN

Simpa Energy India Private Limited a private company, limited by shares incorporated in India under the Companies Act, 1956, and having its head office at A-17, Second Floor, Sector 16, Noida, Uttar Pradesh 201301, hereinafter referred to as the "The Company" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its respective heirs, executors, administrators and assigns) of the One Part

AND

GLA University was accorded the status of a university under the U.P. State Legislative Act of 2009 (UP Act 21 of 2010) and having its head office at 200/1, Yugal Niwas, Raman Reti, Vrindavan, Mathura, Uttar Pradesh 281121, hereinafter referred to as the "The University" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its respective heirs, executors, administrators and assigns) of the Other Part.

(The Company and The University shall hereinafter be referred to as "Parties", and individually, as a "Party" as the context may so require).

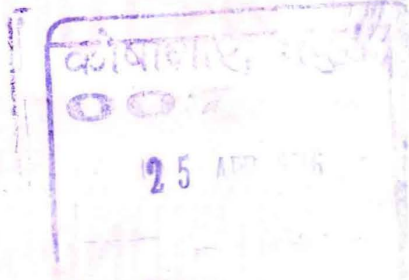
Contd.....2

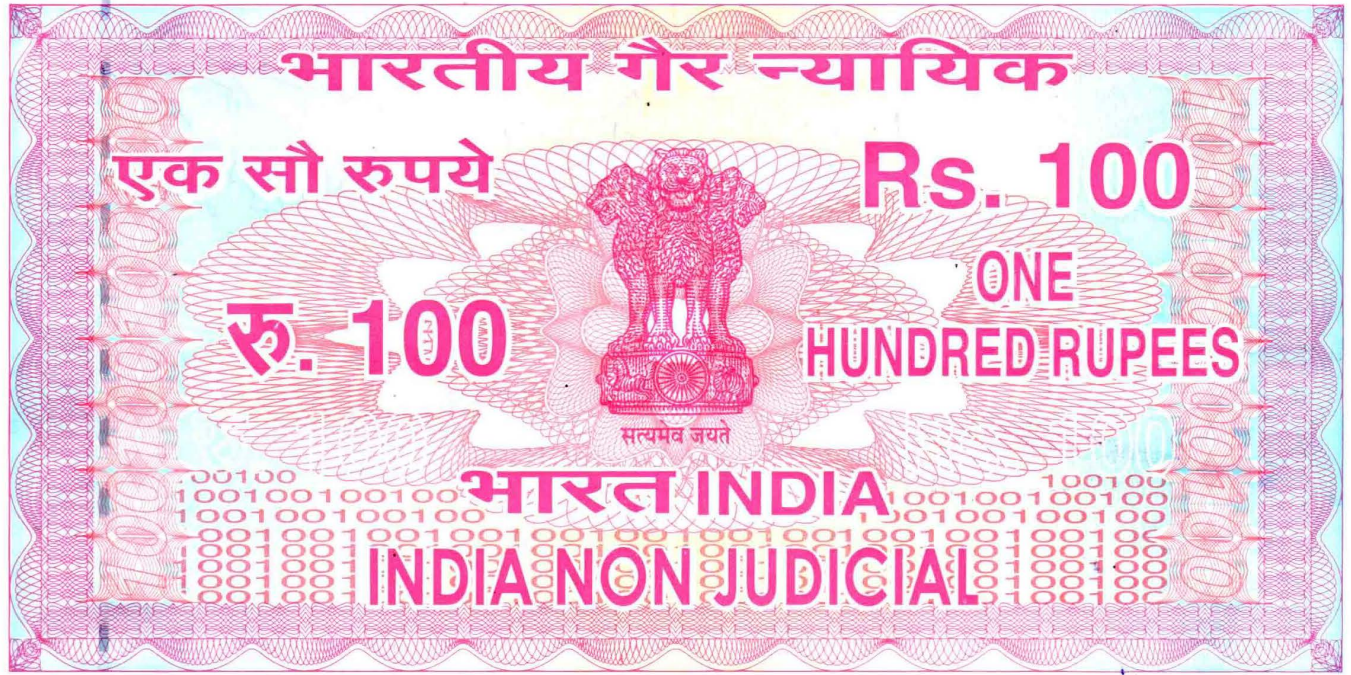
P.N.

8B

100
21 10 SH
9 LA unit
MATHURA

राजेंद्र प्रसाद अग्रवाल
का० नं० 3,85-86
रेलिया बाजार, बुन्दाजब





उत्तर प्रदेश UTTAR PRADESH

CP 892476

WHEREAS:

The company is engaged in the business of selling solar as a service to energy poor household and SMEs in rural India and the University is an educational institution carrying out teaching & research work.

On the basis of this MoU, the Parties now wish to work together to explore the potential areas of synergies and integration of their respective business interests and agree to work towards negotiating and executing a detailed definitive agreement ("Definitive Agreement") as may be mutually agreed between the Parties.

NOW THEREFORE, the Parties hereto agree as under:

1.0 INTRODUCTION:

1.1 The Company agrees to setup a laboratory of the solar equipment(s), machinery(ies) and/or product(s) as developed/assembled / manufactured by the company in the university campus for the students of the University. The details of the machinery(ies) / equipment(s) to be installed in the laboratory are presented in the attached Exhibit A, Scope of Work, made a part of this MOU by reference.

1.2 The agreement shall become effective from 10th day of May 2016 or any other date which marks as the beginning of the 2016 - 2017 academic year.

2.0 SCOPE OF WORK:

2.1 The Company agrees to assist the University in development of a short course for B.Tech and diploma students. The course so developed shall be subject to review and modification from time to time as per the circumstance and necessity with mutual consent of the parties.

Contd.....3

[Signature]

[Signature]

100
शिक्षा नोटबुक 10-7-86
नरिंदा प्र.ए.

राजेंद्र प्रसाद अग्रवाल
का. नं. 3/85-86
रेलिया बाजार, बुन्देलख



2.2 The University agrees to provide and maintain space, infrastructure, furniture, standard equipment, power and basic amenities for the laboratory without any charges incurring on part of the Company of any nature.

3.0 TERMS:

3.1 The Company agrees to provide all standard/special/customized equipment(s) and/or machinery(ies) which may be required to carry out testing / product development activities, throughout the period during which this collaboration is effective, without interruption.

3.2 The University agrees for non-disclosure and safeguard of confidential information which it comes across during the arrangement and will not utilize any such information for any purpose other than carrying out the express terms of this contract. Further, it shall not interfere or intervene in any activities of the Company carried out in the laboratory as long as they are within the scope of this MoU.

3.3 The University will promptly transmit to the Company all requests for disclosure of such information not emanating from the student(s).

3.4 The University agrees to assign a Single Point of Contact, who shall be available through the registrar..

3.5 The University agrees to provide free access to laboratory by the Company representatives and stakeholders. A table, chair and file cabinet will be assigned for the Company representative inside the laboratory. The Laboratory will be open on all the weekdays except for Sundays throughout the year. Wherein Government holidays are excluded but summer vacations are included.

4.0 OTHERS:

4.1 The company will be under no obligation to recruit any student of the University as an outcome of this collaboration. However, the Company is free to participate in the Campus placement at their sole discretion.

4.2 The Company will not certify any course(s)/program(s)/ series of testing carried out in the Laboratory. However, the University is free to certify the same through third party agencies with consent of the Company.

4.3 The company shall be liable for any damages caused by the representatives of the Company to the product(s) and/or asset(s) which are the sole property of the University.

4.4 The University shall ensure that all the lab products including the machinery(ies), equipment(s), stock(s), inventory(ies), and any other item(s) of value more than One crore are duly insured and renew the insurance from time to time at their expense.

Contd.....4



4.5 The University shall not proceed with any alteration(s) in the equipment(s) and/or machinery(ies) without the express permission/consent of the Company. If so, then the University shall be solely responsible for the damages and/or injuries caused of whatsoever nature and reimburse the Company in full.

4.6 The University agrees to bear the cost of maintenance of Inventory and stock(s) kept/stored in the Laboratory including any other place where the stock/ inventory may be kept for the time being. A register of assets be maintained and all equipment(s), test piece(s) carried by the Company (in and out of premises of the University) from time to time be recorded in that register or gate pass process and duly approved by authorized person of University.

5.0 INTELLECTUAL PROPERTY

5.1 All commercial rights and designs of concepts, products and ideas co-created by the Company and the University will remain with the Company. However, the University will be equal partner in patent filings, if any.

5.2 Both the Parties acknowledge, understand and agree that the Company will own and retain all right(s), title(s) and interest(s) in and to:

- (i) all its content, trademarks, trade secrets, copyright and other intellectual property; and;
- (ii) everything developed or utilized by it pursuant to the Definitive Agreement:

6.0 CONFIDENTIALITY

6.1 The Parties hereby acknowledge, understand and agree that the terms and conditions of this MoU and the proposed Definitive Agreement, shall be considered confidential information and shall not be disclosed by them to any third party.

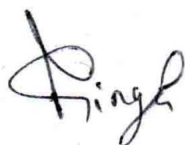
7.0 TERMINATION AND EFFECT OF TERMINATION:

7.1 Parties may terminate this MoU by giving a prior written notice of two months to the other Party by way of notice in writing to be delivered at the signing authority. The notice shall come into effect from the date of receipt of notice and not the date mentioned on the notice.

7.2 Upon termination of this MoU, both Parties shall, at their own expense within 60 days, return to the other Party promptly all assets, machineries, equipments, information, documentation, data received and/or collected by it during the course of this MoU.

7.3 In case of discontinuation of contract, all asset(s), product(s), machinery(ies) and/or equipment(s) which are the property of the Company along with the confidential information(s) shall be returned in their original state, except for the natural wear and tear, within 20 days from the date of cessation of notice period.

Contd.....5



Any damage shall be expressly disclosed at the time of delivery and the University shall bear the cost for any losses arising out of mishandling and any loss which is not a result of natural wear and tear. The cost loss so incurred shall be paid to the Company within 60 days.

8.0 REVIEW OF MOU:

8.1 Amendments to this MoU may be made at any time by agreement between both the parties.

9.0 VALIDITY PERIOD:

9.1 This MoU shall remain valid and binding to both the parties from date of taking over of the premises for setting up Laboratory by the Company for the **2016** – i.e. from..... to for period of years. The validity period can be further extended/ reduced on mutually agreed period between both the parties.

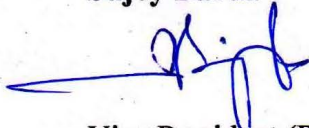
10.0 DISPUTE RESOLUTION

10.1 Any dispute, controversy, claim or disagreement of any kind whatsoever between or among the Parties in connection with or arising out of this MOU or the breach, termination or invalidity thereof, which cannot be resolved amicably, shall be finally settled by a sole arbitrator in accordance with the Arbitration and Conciliation Act, 1996 and rule there under. The seat of arbitration shall be Delhi and the language of arbitration shall be English.

IN WITNESS WHEREOF, this MoU has been executed between the Parties on the dates stipulated below:

For Simpa Energy India Private Limited

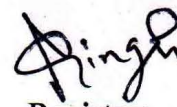
Sujoy Barua



Vice President (Product)

For GLA University

Ashok Kumar Singh



Registrar

Page 1 of 3

100
16

2. R.D

११२५५५

G 2 R Matture

राजेश्वर प्रसाद अग्रवाल

का. नं. 3/85-86


रेलवे काजदार, बलाराम



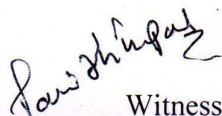
1. The faculties of Malaviya Centre for Innovation, Incubation & Entrepreneurship (MCIIE) of Indian Institute of Technology (BHU) Varanasi may deliver lectures in areas of their specialization to students of GLA University as visiting faculty on days and timings prearranged on mutual consent by Coordinator of Malaviya Centre for Innovation, Incubation & Entrepreneurship (MCIIE) of Indian Institute of Technology (BHU) Varanasi and concerned Head/Coordinator of GLA University. Faculty will be paid TA, DA & honorarium for lectures as per University rules.
2. Post graduate and Ph. D students working at GLA university campus will be allowed to carry out a part of their research work in laboratory of Malaviya Centre for Innovation, Incubation & Entrepreneurship (MCIIE) of Indian Institute of Technology (BHU) Varanasi and all the necessary facilities including accommodation will be provided by Malaviya Centre for Innovation, Incubation & Entrepreneurship (MCIIE) of Indian Institute of Technology (BHU) Varanasi as per Institute's rule.
3. Malaviya Centre for Innovation, Incubation & Entrepreneurship (MCIIE) of Indian Institute of Technology (BHU) Varanasi will provide regular, short-term project training of 2-6 months duration to the students of GLA University, Mathura in their areas of specialization on the request from the concerned Head of the department.
4. Malaviya Centre for Innovation, Incubation & Entrepreneurship (MCIIE) of Indian Institute of Technology (BHU) Varanasi and GLA University may apply for joint collaborative research projects to national and international funding agencies.
5. Data generated through such collaborative research will be published in peerreviewed journals jointly by the HOD/Scientists/ Research Scholars of both the Institutions.
6. The MOU will be effective for a period of five years from the date of signature,



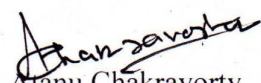
7. This Memorandum of Understanding reflects the respective Institution's commitments to terms and conditions mentioned in MOU. This MOU may be amended or terminated at any time by either party provided that notice of termination or amendment is given by the notifying party to the other party before 3 months of the date on which the termination or the amendment is intended to become effective. The commitment made before the date of termination of MOU, will continue to be operative.


(P. K. Mishra)
Coordinator

Malaviya Centre for Innovation, Incubation &
Entrepreneurship (MCIIE)
Indian Institute of Technology (BHU) Varanasi


Witness

1. Mr. Pritosh Tripathi
Manager
Malaviya Centre for Innovation, Incubation &
Entrepreneurship (MCIIE)
Indian Institute of Technology (BHU) Varanasi

2. 
Mr. Atanu Chakravorty
Assistant Manager
Malaviya Centre for Innovation, Incubation &
Entrepreneurship (MCIIE)
Indian Institute of Technology (BHU) Varanasi



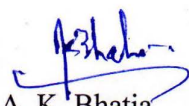
(Ashok Kumar Singh)
Registrar
GLA University, Mathura

ASHOK KUMAR SINGH
Registrar
GLA UNIVERSITY,
MATHURA (U.P.)

Witness

1. Dr. A.K. Gupta, Director,
GLA University, Mathura

Dr. A. K. Gupta
Director
Institute of Applied Sciences & Humanities
GLA University, Mathura (U.P.)

2. 
Dr. A. K. Bhatia
(HoD) Biotechnology
GLA University, Mathura

Dr. A. K. Bhatia
Prof & Head, Dept. of Biotechnology
GLA University, Mathura (U.P.), INDIA



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

00AB 362552

Memorandum of Understanding for Academic Cooperation

Between

Jadavpur University, Kolkata

AND

GLA University, Mathura

This Memorandum of Agreement is made on this 21st day of November, 2016.

Jadavpur University, Kolkata (herein called afterwards J.U.) and GLA University, Mathura (GLAU) wish to initiate collaboration in Cancer Research and Sensors for disease – detection with the help of available resources in both the universities.

J.U. and GLAU recognize their strengths in research and education in the disciplines of science and their mutual interest in engaging themselves in academic cooperation.



R. S. M.
Registrar
JADAVPUR UNIVERSITY

P. Singh
Registrar
GLA University
17 Kailash, I/II-2, Mathura-Delhi Road
P.O. - Chaumuhan, Mathura (U.P.) INDIA

15149

05 AUG 2016

No.....Rs10/- Date.....

Name:- **K. P. Majumder,**

Advocate

Address:- High Court, Calcutta

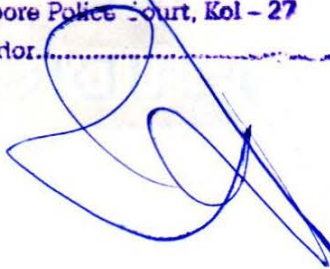
Alipore Collectorate, 24 Pgs. (S)

SUBHANKAR DAS

STAMP VENDOR

Alipore Police Court, Kol - 27

Vendor.....

A large, stylized handwritten signature in blue ink, written over the 'Vendor' line and extending upwards into the address area.

Therefore, J.U. and GLAU agree to establish a programme for research cooperation in the areas of mutual interest, and in accordance with terms and conditions set forth in this memorandum of understanding (MoU).

A. Objectives

The goal of this Cooperation is to foster collaboration, provide opportunity for Cancer Research and disease – detection Technology on the basis of reciprocity, best efforts, mutual benefit, and frequent interactions. J.U. and GLAU agree to explore the possibility of engaging in the following modes of collaboration:

- a. **Provision to develop new anticancer medicine and new detection Technology for disease;**
- b. Exchange of information on research, other literature relevant to research programmes;
- c. Joint organization of seminars, conferences, workshops and short-term continuing education programs on topics of mutual interest, while extending invitations to each other's faculty to participate therein;
- d. Joint proposal and engagement in research or: training programs sponsored by funding agencies. while extending Invitations to each other's faculty to participate therein;
- e. Exchange on a reciprocal basis of students (doctoral levels) for limited periods of time for purposes of education and/or research.
- f. The financial supports for two students will be committed by GLAU and scientific support will be provided by mostly by J.U. : The salaries will be provided as follows:
 - i. The J.R.F. will be provided for development of sensors for disease detection (mostly tuberculosis) and will be supported with fellowship of the amount Rs. 15,000 per month with small fund for consumable of the amount 20,000/Annum.
 - ii. Senior Research fellowship of the amount Rs. 20,000per month will be provided to for working in J.U. (Mostly) and the developed drug will be tested in GLAU initially in animals for its efficiency as anti-cancer agent and also as preventive medicine. He will also be provided with consumable of the amount Rs. 50,000/Annum.




Registrar
JADAVPUR UNIVERSITY


Registrar
GLA University
17 Km. Stone, NH-2, Mathura-Delhi Road
P.O. - Chaumuhan, Mathura (U.P.), INDIA

- iii. All the scientific information will be shared by regular meeting between the two universities at the interval of 6 months.
- iv. For sensor development, the laboratory of Prof. Rajib Bandyopadhyay of instrumentation and Electronic Engineering of J.U. will be responsible.
For the development of anti-cancer drug and cancer preventive molecule will be entrusted to Prof. Parimal Karmakar of Biotechnology Development of J.U. The Molecules/medicine after development, will be tested in GLAU about its efficacy

B. Exchange of Faculty, Scientists and Staff

J.U. and GLAU agree to explore the ways of encouraging collaboration between faculty and scientists from the two Institutions. Specifically, the two Institutions would encourage members of their faculty to undertake short visitor take up fixed-term assignments as visiting Professor. The terms and conditions for each visit or an assignment, including those concerning, travel expenses, and housing, would be worked out between the partner institutions.

C. Student Exchange

J.U. and GLAU agree to discuss the means for enabling the exchange of students at Doctoral level between the two Institutions. Each exchange student would be selected by mutual agreement and in accordance to the regulations of the partner institutions.

Further, J.U. and GLAU will explore ways to provide for and facilitate joint guidance of the thesis for PhD. programmes.

D. Exchange of Scientific and Technical Material

J.U. and GLAU will examine ways of exchanging information on research materials and other literatures relevant to research programmes.

E. Joint Conferences, workshops and short-term courses




Registrar
JADAVPUR UNIVERSITY


Registrar
GLA University
17 Km. Stone, NH-2, Mathura-Delhi Road
P.O. - Chaumuhan, Mathura (U.P.), INDIA

J.U. and GLAU agree to seek means of identifying and inviting faculty members from the other Institution to participate in conferences, workshops and short courses by mutual discussion.

F. Intellectual Property

J.U. and GLAU agree to respect each other's rights to intellectual property. All Background IP used in connection with this MoU shall remain the property of the Party that introduces it. No license is granted to any Party to use another Party's Background IP unless specifically agreed to in writing.

Further, the intellectual property rights that arise as a result of any collaborative research under this MoU would be subject to separate written agreement/s on the ownership and management of such intellectual property and each Party agrees to respect the ownership of IP of the other Parties in all dealings, consistent with officially laid down IPR policies of the partner Institutions.

No Party to this Memorandum shall use the name, logo or any other designation of any of the other Parties without prior written consent.

G. Tenure and Termination

This MoU will take effect from the date it is signed by representatives of the two institutions. It will remain valid for a period of three years. This MoU will be reviewed after three years; the terms of this MoU may be amended by mutual written agreement prior to the date of review. Any extension to this MoU will be formally agreed in writing by the Parties.

Either institution may terminate the MoU by giving written notice to the other Institution six months in advance. Once terminated, neither J.U. nor GLAU will be responsible for any losses, financial or otherwise, which the other Institutions may suffer. However, J.U. and GLAU will ensure that all activities in progress are allowed to complete successfully.

H. Arbitration Clause

Should there be a dispute relating to any aspect of academic cooperation, Vice Chancellor of J.U. and Vice Chancellor of GLAU will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.




Registrar
JADAVPUR UNIVERSITY

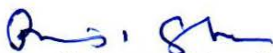

Registrar
GLA University
17 Km. Stone, NH-2, Mathura-Delhi Road
P.O. - Chaumuhan, Mathura (U.P.), INDIA

I. Financial Support for Travel

1. Collaborators from GLAU when will visit J.U., their local hospitality (fooding& lodging) will be borne by J.U.
2. Collaborators from J.U. when will visit GLAU, their TA and local hospitality will be borne by GLAU (For Scholars, AC-III in train and for faculty members at the level of Professor, Cheap Air Fare will be provided)

Signatures:

For J.U. (Jadavpur University, Kolkata)



Registrar (Jadavpur University, Kolkata)

Registrar
JADAVPUR UNIVERSITY

Date:

For GLAU (GLA University, Mathura)



Registrar (GLA University, Mathura)

Registrar
GLA University
17 Km. Stone, **Date:** Mathura-Delhi Road
P.O. - Chaumuhan, Mathura (U.P.), INDIA





Shri Guru Ram Rai Institute of Medical & Health Sciences Shri Mahant Indresh Hospital

Patel Nagar, Dehradun - 248 001

SGRR/BIO/CMRL/2016-310

Date:- 13/12/16



Memorandum of Understanding (MOU)

Sub: Memorandum of Understanding (MoU) between **Central Molecular Research Laboratory, Department of Biochemistry, Shri Guru Ram Rai Institute of Medical & Health Sciences, Patel Nagar, Dehradun, Uttarakhand, India** and **Division of Microbiology and Biotechnology, GLA University Mathura, Uttar Pradesh - INDIA**

This MoU signed between **Central Molecular Research Laboratory, Department of Biochemistry, Shri Guru Ram Rai Institute of Medical & Health Sciences, Patel Nagar, Dehradun-248001, Uttarakhand** the first Medical College in Uttarakhand, clubbed up with all the major facilities for Advanced Molecular Diagnostics and Research work. Equipped with latest technologies and meeting all parameters for doing research related work, Institute is providing range of quality assured Advanced Molecular Diagnostic tests and customized teaching and training Programs with the latest technology and expertise, which aims at making Doctors / Biotechnologists / Microbiologists and Life Sciences candidates aware of the newest technologies in molecular diagnostics arena in India.

AND

Division of Microbiology & Biotechnology, GLA University Mathura, Uttar Pradesh, India, offering undergraduate and postgraduate degree, diploma and certificate programmes in various disciplines like Biotechnology, engineering, pharmacy, Medical, management etc.

At **Central Molecular Research Laboratory, Biochemistry Department (Shri Guru Ram Rai Institute of Medical & Health Sciences, Patel Nagar, Dehradun, Uttarakhand 248001):**



Shri Guru Ram Rai Institute of Medical & Health Sciences Shri Mahant Indiresht Hospital

Patel Nagar, Dehradun - 248 001

- 1) Central Molecular Research Laboratory will commence the Research oriented training programs/ summer training / Project work / Thesis work starting from one month to six months period as per the requirements of students of Division of Microbiology & Biotechnology, GLA University Mathura, Uttar Pradesh, India for their project work and industrial training.
- 2) The Research oriented Programs and short term training includes Project compilation, group discussions on the topic allotted, power point presentations and latest and advance topics delivered by Senior Professors, Scientists and senior technical members.
- 3) Central Molecular Research Laboratory will equip the students with advanced hands on training in the field of Molecular Biotechnology, Molecular Microbiology and Clinical Biochemistry.
- 6) With the consent/approval or agreement, particularly and especially after thoughtful consideration from the institution authorities, H.O.D Biotechnology, Division of Microbiology & Biotechnology, GLA University Mathura, Uttar Pradesh, India, Projects / thesis work / short term training of the candidate can be published as research paper, article, book, case studies or as a short communication.
- 7) SGRIM & HS will provide training for the interested faculties (free of cost for the duration of 01-02 weeks) of Division of Microbiology & Biotechnology, GLA University Mathura, Uttar Pradesh, India on latest cutting edge scientific technologies. Laboratories facilities at Central Molecular Research Laboratory for the Ph. D students can be provided and the cost shall be discussed and finalized on mutually agreed terms.

At Division of Microbiology & Biotechnology, GLA University Mathura, Uttar Pradesh, India.

- 1) To allow the Life science students for Industrial training /summer training / Project works / Thesis work at Central Molecular Research Laboratory as per their curriculum.
- 3) For the trainees of Division of Microbiology & Biotechnology, GLA University Mathura, Uttar Pradesh, India, there will be some concession in the fee and as per the duration of the training.
- 4) Fee is not refundable and can be paid by cash or submitted by demand draft in favor of Shri Guru Ram Rai Institute of Medical & Health Sciences Payable at Dehra Dun (Uttarakhand) at Account's Section Shri Mahanat Indiresht Hospital, Patel Nagar Dehradun 248001 (U.K).



Shri Guru Ram Rai Institute of Medical & Health Sciences Shri Mahant Indiresht Hospital

Patel Nagar, Dehradun - 248 001

- 5) It is important to intimate the student's numbers to Central Molecular Research Laboratory, one month before coming for the training programs so as to accommodate and make necessary arrangements for the same.
- 6) To allow Faculty Members of Central Molecular Research Laboratory to deliver a lecture/ presentation followed by demonstration at Division of Microbiology & Biotechnology, **GLA University Mathura, Uttar Pradesh, India.**

In addition, both the Institutes agree and acknowledge that the objective of this Memorandum of Understanding is to develop a mutually beneficial relationship based on certain guiding principles in spirit, namely:

1. Both, SGRRIM & HS and Division of Microbiology & Biotechnology, GLA University Mathura, Uttar Pradesh, India will contribute substantially in terms of their intellectual capital and strengths in research and development, as well as education and trainings in one or more areas of Biotechnology.
2. Both will enter into joint research and development activities by initiating writing of detailed project report (DPR) and submission of the project proposal to the funding agency like DBT, DST, CSIR, ICMR, ICAR, or any other national and/ or international funding agencies. The idea is to explore joint research programmes and bring out intellectually driven product lines and patent generation. Thus, both agree in terms of exchange of information and fostering collaboration in research and educational training programmes in the sphere of Bio-Technology/ Molecular Diagnostics and other related fields.
3. Both the Institutes agree to work together in the area of design & development of customized modules and guidance to dissertations work for B. Sc., B. Tech., M.Sc., M. Tech., and Ph. D degrees.
4. SGRRIM & HS and Division of Microbiology & Biotechnology, GLA University Mathura, Uttar Pradesh, India, shall jointly evaluate the performance of the trainees in each Courses/ Module and award a certificate on its successful completion.
5. Results, data and outcome of the projects/training cannot be published or submitted anywhere without the prior information of the concerned Faculties of Central Molecular Research Laboratory, Biochemistry Department and Division of Microbiology & Biotechnology, GLA University Mathura, Uttar Pradesh, India.
6. Projects will be allotted only after the complete rotation on all the workstations so that students will be familiar with all the techniques involved in his / her project.
7. All the specimens (if involved in the project) should be processed in the facilities fulfilling all the essential parameters and Biosafety guidelines will be strictly followed.
8. For becoming author/s in Research papers, review articles and short communication the name of the trainee and faculty member/s from the Division of Microbiology & Biotechnology will be entered on prior consent from H.O.D Biotechnology, Division of Microbiology & Biotechnology, GLA University Mathura, Uttar Pradesh, India.

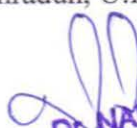


Shri Guru Ram Rai Institute of Medical & Health Sciences Shri Mahant Indiresht Hospital

Patel Nagar, Dehradun - 248 001

Hope that this association would prove to be mutually beneficial in terms of Industrial & Research oriented programs for Life science and would also assure the best of knowledge.

For : Central Molecular Research Laboratory,
Biochemistry Department, Shri Guru Ram Rai
Institute of Medical & Health Sciences, Patel Nagar,
Dehradun, U.K.


DR. NAROTAM SHARMA
SCIENTIST
CENTRAL MOLECULAR RESEARCH
LABORATORY
SGRRIM & H.S., D.DUN

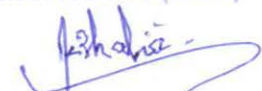
Dr. Narotam Sharma
Scientist

Central Molecular Research Laboratory (CMRL),
Biochemistry Department, SGRRIM&HS,
Patel Nagar, Dehradun.(UK)-INDIA


DR. NITA GARG
MBBS, MD
Prof. & Head (Biochemistry)
SGRRIM&HS, Dehradun
Prof.(Dr.) Nita Garg
Head, Department of Biochemistry
Shri Guru Ram Rai Institute of Medical & Health
Sciences, Patel Nagar, Dehradun (UK)-INDIA

For : GLA University Mathura, Uttar Pradesh ,
India


Signatory Authority (1)
ASHOK KUMAR SINGH
Registrar
GLA UNIVERSITY,
MATHURA (U.P.)


Signatory Authority (2)

Dr. A. K. Bhatia
Prof & Head, Dept of Biotechnology
GLA University, Mathura (U.P.), INDIA



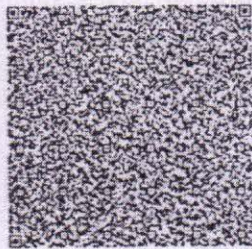
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL297442455997330
Certificate Issued Date	: 17-Dec-2016 12:53 PM
Account Reference	: IMPACC (IV)/ di724003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL724003598307475574440
Purchased by	: DIRECTOR TLM INDIA
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: DIRECTOR TLM INDIA
Second Party	: REGISTRAR GLA UNIVERSITY MATHURA
Stamp Duty Paid By	: DIRECTOR TLM INDIA
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line.....

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN **STANLEY BROWNE LABORATORY** **[THE LEPROSY MISSION TRUST INDIA (TLMTI)]**, DELHI AND **GLA UNIVERSITY, MATHURA, UP**

In accordance with the desire to explore, extend and strengthen the mutual Scientific relationship between the Universities and National Scientific Institutes/Laboratories of International repute; GLA University, Mathura (established vide Act No. 21 of 2010 of Government of Uttar Pradesh and recognized (under section 2f) by UGC vide its letter No.F. No. 8-20/2010 (ccp-I/PU) dated Nov 2010 and Stanley Browne Laboratory, The Leprosy Mission Trust India (SBL, TLMTI), Delhi, India, in order to share the facilities and expertise

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.sholestamp.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.



available in each other's Institution, herewith sign a Memorandum of Understanding which reads as follows:

1. Research students/scientists working in different disciplines at SBL, TLMTI, Delhi may register for PhD degree (a maximum of three candidates per year) to be awarded by GLA University, Mathura as per rules and regulation of GLA University, Mathura and UGC.

- i. For admission to PhD, candidates shall have to go through an entrance examination to be conducted by the University or for the University, followed by interview. The candidates who have qualified in the NET/JRF/GATE/GPAT examinations of the apex bodies such as CSIR/UGC/ICAR/ICMR/DBT and DST inspire fellowship holders, would be exempted from the entrance examination. However, he/she has to appear before interview board as per rules and regulations of University/UGC.

The thesis supervisor of SBL, TLMTI, Delhi will be of the level of Research Scientist or above provided he/she fulfils the requisite qualifications to become a research^{ec-210} supervisor. A faculty member of GLA University of the same or allied discipline will be thesis²¹⁰ co-supervisor. The list of qualified concerned scientists and their CVs will be provided to GLA University (as and when required for registration of the PhD candidates under the guidance of the concerned scientists) by the Head, SBL, TLMTI, Delhi, to obtain formal approval from the concerned Research Degree Committee of GLA University.

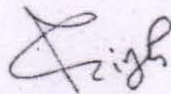
ii) SBL, TLMTI will provide regular, short-term project training of 2-6 months duration to the students of GLA University, Mathura in their areas of specialization, on the request from the concerned Head of the Department, GLA University. A maximum of 5 students may be accommodated in every academic year in laboratories of SBL, TLMTI, Delhi. These students are required to pay Rs. 2,000/- per month for such use of laboratory facilities and common reagents and materials. The guide would be from SBL, TLMTI, Delhi and co-guide would be recommended by the Head of the Department from GLA University, Mathura.

The student admitted for PhD/M.Sc Project Training should maintain the discipline at the Institute/University. Any indisciplined action on the part of the student will be scrutinized by the administration of the GLA University as well as by SBL, TLMTI and suitable action would be taken accordingly.

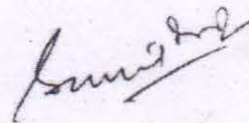
Ashok Kumar Singh
Registrar
GLA University, Mathura

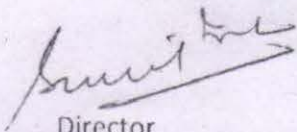
2. Students doing PhD at SBL, TLMTI shall have to demonstrate the relevant techniques (being used for their PhD research) at the Department of Biotechnology, GLA University, Mathura and/or at SBL, TLMTI, whichever would be possible.
3. The scientists of SBL, TLMTI, Delhi may deliver lectures in the areas of their specialization to students of GLA University, as visiting faculty on days and timings prearranged on mutual consent by Head of Department, SBL, TLMTI, Delhi and concerned Head/Coordinator of GLA University, Mathura. The scientist will be paid TA, DA & honorarium for lectures as per University rules.
4. Postgraduate and PhD students working at GLA University campus will be allowed to carry out a part of their research work in SBL, TLMTI, Delhi, related to mycobacterial diseases and all the necessary facilities, except regents and consumables; accommodation on payment basis, if available will be provided by SBL, TLMTI, Delhi.
5. SBL, TLMTI, Delhi and GLA University may apply for joint collaborative research projects to National and International funding agencies.
6. Data generated through such collaborative research will be published in peer reviewed journals jointly by the Scientists and Research Scholars and concerned HODs of both the Institutions.
7. The MOU will be effective for a period of 5 years from the date of signature.
8. This Memorandum of Understanding reflects the respective Institution's policies regarding such collaboration as mentioned in the MOU. This MOU may be amended or terminated at any time by either party provided that notice of termination or amendment is given by the notifying party to the other party before 3 months of the date on which termination or the amendment is intended to become effective. The commitment made before the date of termination of MOU, will continue to be operative.

Date: 04/02/2017

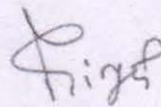


Ashok Kumar Singh
Registrar 3
GLA University, Mathura (U.P.)



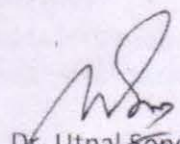


Director
Stanley Browne Laboratory
The Leprosy Mission Trust India
Delhi

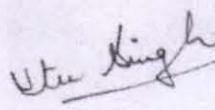


Registrar
GLA University
Mathura (UP)
Ashok Kumar Singh
Registrar
GLA University, Mathura (U.P.)

Witnesses

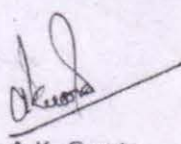


1. Dr. Utpal Sengupta
Consultant, SBL, TLMTI
Delhi

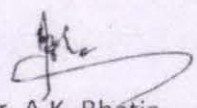


2. Dr. Itu Singh
Research Scientist
SBL, TLMTI

Witnesses



1. Dr A.K. Gupta
Director, IAH
GLA University, Mathura



2. Dr. A.K. Bhatia
Professor & Head, Biotechnology
GLA University, Mathura

MEMORANDUM OF UNDERSTANDING

BETWEEN

GLA University, Mathura

and

Safeducate Learning Pvt. Ltd., New Delhi

This Memorandum of Understanding (MoU) is entered into as of **26th Apr, 2017**, by between **GLA University, Mathura** and **Safeducate Learning Pvt. Ltd., New Delhi** for **Center of Excellence for Industry Academia Collaboration**.

The partners have entered into this MoU because they:

RECOGNIZE the mutual interest in the fields of training and development and dissemination of knowledge and also

RECOGNIZE the importance of supply chain management role in promoting industry collaboration and increased contribution to economic development

RECOGNIZE the importance of the Industry Partner within its field of expertise

This MoU will enable the parties to:

SET the ground for longer-term Academia-industry partnerships in the field of logistics & supply chain management

PROVIDE universities access to industrial environments for applied and problem-based learning

The parties hereby agree to establish collaboration according to terms and conditions set out in the articles following hereunder.

BACKGROUND

About Safeducate Learning Pvt. Ltd. (Annexure attached)

About GLA University (Annexure Attached)

Registrar
GLA University



SCOPE OF THE COLLABORATION

The general purpose of this MOU is to facilitate industry and research cooperation between the parties hereunder based upon the principles of mutual benefit and may include the following general cooperation areas;

- o Joint industry and Academia initiatives in learning associated with logistics & supply chain management
- o Exchange of visiting experts for the purpose of conducting learning sessions
- o Discussion for the exchange of facilities and equipment for collaborative or independent research based on the policies of both entities
- o Exchange scholarly information including research papers, indices to these, books and magazines on relevant subjects and potential joint projects where possible and appropriate

COURSE CURRICULUM & DELIVERY PLAN: Annexure attached

THE AGREEMENT

- o At GLA University, Mathura this MOU will be administered by Shri Ashok Kumar Singh, Registrar (University Representative) and Ajmer Singh Kaur, Head Institutional (Industry Partner and Representative Name)
- o This MOU may also involve parties by mutual consent, which may be added later by written addendum to this MOU
- o The parties may enter into specific written agreements under authority of this MOU to clarify and define the nature, extent and terms of operation for the proposed collaborations, including intellectual property ownership and funding issues.

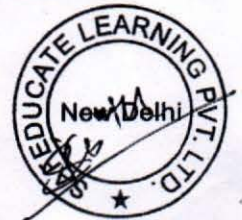
GENERAL TERMS

- o This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees, or agents
- o Nothing in this MOU obligates either party to commit or transfer any funds, assets, or other resources in support of projects or activities between the parties unless expressly stated in this agreement

PROGRAM COST

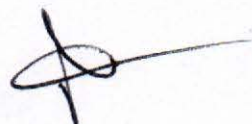
- o Program fee will be decided with mutual consent of both parties
- o Payment would be made of all enrolled candidates which will be borne by the Institutions
- o Safeduate will provide 100% job assistance to top qualifying candidates as per schedule programme
- o A joint Industry recognized 'Certification' will provide after the successful completion of the program

Registrar
GLA University
NH-2, Mathura-Delhi Road
P.O. - Chauramahan, Mathura (U.P.), INDIA



RESPONSIBILITIES

Safeduate Learning Pvt. Ltd.	GLA University, Mathura
<ul style="list-style-type: none"> ✓ Proper expectation mapping of the stakeholders of the intended course which primarily includes GLA, the students and the industry to collect valuable inputs for course design ✓ Planning & Designing of Course structure & Plan and get it approved from the stakeholders for further processing ✓ Designing of Instructional material as per the University Guidelines ✓ Appropriate selection & designing of training methodology based on proper research & study of the target audience and the course deliverables ✓ Designing & development of Assessment standards & methodology for Learners ✓ Design & implement a system to monitor the progress of students vis-à-vis concepts learning, practical learning & professional development (how) ✓ Selection, Induction & Assessment of Faculty as per Institutes guidelines ✓ Practical exposure of the practices & concepts through Industrial visits covering all modes, types & functions of Logistics ✓ Planning, Designing & Organizing Internships for all students post completion of classroom training ✓ On-field Project Guidance to all students ✓ Proper Placement Assistance to successful students under the leadership of Institutional Placement Cell ✓ Access to quality training infrastructure, IT Lab, Library and Conducive Learning Environment 	<ul style="list-style-type: none"> ✓ Accurate sharing of expectations with Safeduate, of self & the students, from the course ✓ Share Course design guidelines with Safeduate for course development ✓ Appropriate communication to the students to rationalize their expectations and align them with those of the Industry. Can be done jointly with Safeduate ✓ Appropriate screening & selection of students for enrolment. Behavioral & cognitive eligibility criteria to be followed while screening & selecting ✓ 100% Collection of Course Fee & other chargeable ✓ Designing & development of Assessment standards & methodology for Learners ✓ Design & implement a system to monitor the progress of students vis-à-vis concepts learning, practical learning & professional development (how) ✓ Project guidance to all students in association with Safeduate Faculty ✓ End-to-end planning, coordination & execution of placement assistance drive to students in association with Safeduate ✓ Planning, coordination & Hosting of campus interviews at its premises ✓ Provision of Classroom facility for conducting of classroom training by Safeduate ✓ Fooding & Lodging facility to be arranged for visiting Safeduate Faculty/Trainer

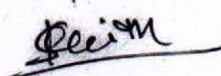


Registrar

GLA University, Mathura

17 Km. Stone, Mathura Road, Mathura
P.O. - Chauraha



GLA University, Mathura Institute Partner	Safeducate Learning Pvt. Ltd., New Delhi Industry Partner
Signed by Mr. Ashok Kumar Singh (Registrar)	Signed By Mr. Surjeet Singh Kainth (Head Institutional Alliance)
Signature 	Signature 
Date 26/04/17	Date 26-4-17

Registrar
GLA University
17 Km. Stone, NH-2, Mathura-Delhi Road
P.O. - Chaumuhan, Mathura (U.P.), INDIA
Official Stamp



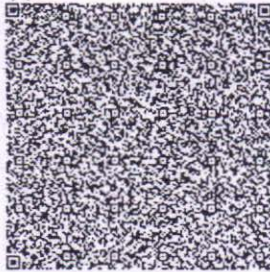


सत्यमेव जयते

INDIA NON JUDICIAL Government of Karnataka

e-Stamp

Certificate No.	: IN-KA32859188609789P
Certificate Issued Date	: 13-May-2017 11:00 AM
Account Reference	: NONACC (FI)/ kacrsf108/ KORAMANGALA5/ KA-BA
Unique Doc. Reference	: SUBIN-KAKACRSFL0814321732540893P
Purchased by	: IBM INDIA PRIVATE LIMITED
Description of Document	: Article 12 Bond
Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: IBM INDIA PRIVATE LIMITED
Second Party	: GLA UNIVERSITY
Stamp Duty Paid By	: IBM INDIA PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 300 (Three Hundred only)



-----Please write or type below this line-----

Statement of Work

This Statement of Work ("Agreement" or "Other Terms") is executed on 16/May/17 and shall be effective from 16/May/17 ("Effective Date"), by and between **IBM India Private Limited** (Hereinafter referred to as "IBM") a company incorporated under the Companies Act, 1956, having its registered offices at 12, Subramanya Arcade, Bannerghatta Road, Bangalore - 560029.

and

GLA University (Hereinafter referred to as "GLA University") which is located in 17 KM Stone, NH-2, Mathura-Delhi Road, PO-Chaumuhan, Mathura-281406, Uttar Pradesh, India.

IBM & GLA University - Agreement

Page 1

May 2017

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.

(GLA University and IBM are hereinafter collectively referred to as "Parties" and individually as "Party").

This Agreement shall be governed by the terms and conditions of the Agreement for Courses and Education Materials signed between IBM and GLA University ("Agreement for Courses and Education Materials") on 16/May/17

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

WHEREAS, the parties have agreed that GLA University will elect to engage IBM as one of the primary and preferred technology providers for education support services and as stated in this Agreement.

NOW, THEREFORE, in order to ensure that the agreement between Parties, regarding the business relationship being sought, has clarity about the engagement, the following items represent points agreed to by the parties through this Agreement.

1. Basis of the Agreement

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

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

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

GLA University will rollout a number of programs including full time graduate engineering programs and post graduate engineering programs, with Specialization in IT aligned with mutually identified Industry domain verticals and Technology offerings. IBM will provide reasonable support as set-forth below to have GLA University commence and conduct this initiative. Such support will include assistance in the form of providing identified IBM specialization courseware, and academic support through Subject Matter Experts (SMEs). The roles and responsibilities and deliverables from IBM and GLA University are described in the sections that follow. The provision of hardware/software, IBM materials and services will be governed under the Agreement for Courses and Education Materials (hereinafter referred to as the "Agreement for Courses and Education Materials") executed by GLA University. IBM's responsibilities under this Agreement are subject to GLA University fulfilling its responsibilities under the Agreement.

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

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



5. Confidentiality

The existence and substance of this Agreement 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 unless such disclosure is necessitated by due process of law. In all cases where disclosures are necessitated by law the other Party will 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 GLA University and IBM in connection with this Agreement will be governed by the terms and conditions of "Agreement for Exchange of Confidential Information" (described under section 9 under this Agreement).

6. Limitation of Liability

Notwithstanding anything to the contrary contained herein or in the Agreement for Courses and Education Materials, circumstances may arise where, because of a default on IBM's part, GLA University is entitled to recover damages from IBM regardless of the basis on which GLA University 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 will be as per the terms and conditions of the Agreement for Courses and Education Materials under which such Product or Service is acquired.

In no event will either Party be liable for any lost profits, lost savings, loss of data, lost business, indirect damages, 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 except as provided otherwise or under the Agreement for Courses and Education Materials.

7. Publicity

IBM and GLA University 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.

8. Governing Law

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



9. Agreement for Exchange of Confidential Information

Our mutual objective under this Agreement is to provide protection for confidential information. I.e. information exchanged between the parties relating to this Agreement and marked as "Confidential" by the Discloser ("**Information**") while maintaining our ability to conduct our respective business activities. Each of the Parties agrees that the following terms apply when one of us ("**Discloser**") discloses Information to the other ("**Recipient**").

9.1 Disclosure

Information will be disclosed either:

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

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

9.2 Obligations

The Recipient agrees to:

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

The Recipient may disclose Information to:

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

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

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

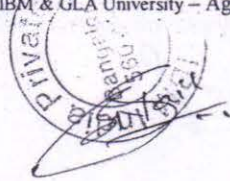
9.3 Confidentiality Period

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

9.4 Exceptions to Obligations

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

- 1) Already in its possession without obligation of confidentiality;
- 2) Developed independently;
- 3) Obtained from a source other than the Discloser without obligation of confidentiality;



- 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.

9.5 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.

9.6 General

This Agreement does not require either of us to disclose or to receive Information.

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.

10. General

a) This Agreement ("Other Terms"), Agreement for Courses and Education Materials supersedes all prior proposals and discussions on this subject and is the complete and exclusive statement of the agreement between the parties. In case of conflict between the terms of this Agreement, and the terms of the Agreement for Courses and Education Materials, the terms of this Agreement shall prevail. This Agreement ("Other Terms") cannot be modified except by a written agreement signed by the authorized representative of each of the GLA University and IBM India Pvt. Ltd. Any reproduction of this Agreement ("Other Terms") by reliable means will be considered an original of this document.



- b) Each party will 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 will act as an independent contractor. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Neither Party may make any commitments binding on the other, nor may either Party make any representation that they are acting for, or on behalf of, the other.
- e) Both parties have obligation to ensure adherence to the present Agreement.
- f) Neither of the Parties may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent of the other Party. Any attempt to do so is void.

11. Arbitration

Except for seeking injunction from the court of competent jurisdiction, every dispute, difference, or question which may at any time arise between the Parties hereto or any person claiming under them, touching or arising out of or in respect of this Agreement/Agreement for Courses and Education Material or the subject matter thereof will be referred to a sole arbitrator to be appointed by a mutual agreement between the Parties and if failing to agree to appoint such mutually acceptable arbitrator, to two arbitrators one to be appointed by each Party to the difference and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference. The decision of the arbitrators will be final and binding on the Parties. The arbitration proceedings will be conducted in accordance with Arbitration and Conciliation Act, 1996.

- a. The seat of arbitration will be New Delhi and the cost of arbitration will be shared by the Parties.

12. Indemnities:

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

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



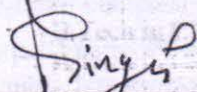
"Notwithstanding anything contained herein above the GLA University's indemnity in any case shall not extend to events beyond breach of agreement and it shall not extend to the events over which the party giving the indemnity i.e. GLA University has no personal control."

This Agreement sets forth the understanding of the parties as of 16/may/17.

Agreed to:

GLA University

By



Authorized Signature
Registrar
GLA University, Mathura

GLA University

Agreed to:

IBM India Private Limited

By


Authorized Signature
560 029

**IBM India / South Asia
Systems & Technology Group**

Agreement number:

GLA University Address:

17 KM Stone, NH-2, Mathura-Delhi Road, PO-
Chaumuhan, Mathura – 281 406.
Uttar Pradesh, India.

IBM Address:

12, Subramanya Arcade, Bannerghatta Road,
Bangalore - 560 029.
Karnataka, India.

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

Annexure A

Statement of Work

i. IBM's Responsibilities

a) Curriculum consultancy and Courseware

- Collaborative work on curriculum design for the Programs being launched jointly.
- IBM Courseware for each of the specialization courses under the Programs, kept reasonably updated by constant curriculum inputs from leading industry mentors and from IBM's Lab experts.
- Availability of specialization courseware for Students enrolled under the Programs at GLA University. The courseware will be made available at least 1 month prior to the intended delivery, in electronic form.

b) List of Deliverables to be provided by IBM

IBM will provide the following deliverables to GLA University;

- (i) The centralized Teach the Teacher (T3) program workshops will be conducted on the IBM specialization courses, (to be taught in the following or subsequent semesters), by IBM partners' Subject Matter Experts (SMEs), for select GLA University Faculty, at the GLA University campus. The dates, frequency, and venue will be shared by IBM. In some cases, the venue may be in an off-site location within India.

- T3 Workshop to be delivered by IBM partner for each IBM specialization Subject in each Program.
- T3 workshops will be for a duration of 3 to 4 days, depending upon the IBM specialization subject credit hours.
- T3 Workshop will be delivered for a batch of maximum of 10 select faculty members of GLA University.
- In case of repeat T3 courses or for new teachers, additional courses will be delivered by IBM partner on a chargeable basis which shall be handled via Project Change Control Procedure.

(ii) *Ecosystem platform support.*

- The web portal – an online ecosystem platform - provided by the IBM authorized training partner M/S Trans Neuron Technologies Pvt. Ltd., Bangalore, to be the underlying framework for the engagement between IBM, GLA University and the GLA University students who take admission under the joint Programs at the GLA University campus. The students will access online, the IBM specialization course material and other online collaborative environment functionalities.
- All relevant course material pertaining to the IBM provided specialized Programs will be made available to the students on this platform. IBM/IBM Partner shall update the software if required from time to time.

(iii) IBM to support in visit of the IBM / Partners' technology professionals to the GLA University campus for student interactions as per program requirements. The dates and session topics will be jointly decided by IBM and GLA University.

(iv) IBM to provide 1 copy each of printed courseware books for IBM Specialization subjects for faculty members (maximum 5), who have attended and successfully completed the T3 session on the course subject and who will be covering that subject in the upcoming semester with the students at GLA University.

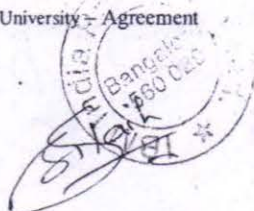
(v) IBM to provide 5 copies of the printed courseware books for IBM specialization subjects to the campus Library.

c) Other support

- Nominate a Program Manager for coordination between IBM and GLA University.
- Certificate of completion to all students who go through the Program successfully.

d) Summary of the deliverables

Delivery component	Delivery details
Curriculum workshop	Once at the beginning of the engagement. Any further requirement for curriculum workshop/updates will be executed over the phone.
Teach the Teacher (T3) at the GLA University campus	Once per program per course for the upcoming course to be introduced for the first time. Each program specialization will have the following maximum number of courses; Year 1 - 2 courses. Year 2 - 2 courses. Year 3 - 3 courses. Year 4 - 3 courses.
Industry Guest Lectures through the web (Webinars)	Once per semester (3-4-5-6 semesters).
Industry Guest Lecture F2F campus visits	Once per semester at the GLA University campus.
IBM Program Manager / team visit to the campus	Once per year.
Gurukool program for the participating 3 rd year students	Once per year in Bangalore or any other location decided and announced by IBM. Travel and living to be taken care by the participating Students & Faculty groups.
Poster competition	Once per year in the University campus announced by IBM. The competition will be announced and executed using the online ecosystem platform.
Certificate of completion (for	One consolidated completion certificate in-relation to the completion of Program shall be provided, on being informed by the University,



Students)	about the successful completion of the B.Tech degree by the student(s) who had enrolled into the IBM specialization program. The University/Institution represent and warrant that, they will provide accurate details on the number and details of the students who have completed the program, based on which IBM will issue the relevant certificates of completion to those students.
Certificate of completion (for Faculty)	One completion certificate for participation and completion of each Teach the Teacher (T3) program attended, shall be provided, on being informed by the University and upon confirmation from the Subject Matter Expert who delivered the T3 program.
Courseware access	Relevant courseware and program access through the online ecosystem platform for the enrolled students and faculty team
Labs	Advice/Suggest on the lab setup and lab instructions for students
Courseware (Printed books) for faculty team	One time; 5 printed courseware books per course
Courseware (Printed books) for Library	One time; 5 printed courseware books per course

ii. GLA University's Responsibilities

Prior to the start of the engagement, GLA University will designate a person ("Point of Contact"), to whom communications relative to this SOW will be addressed and who will have the authority to act on GLA University's behalf in all matters regarding this agreement. GLA University's Point of Contact will:

a. Assist in the curriculum management

- Nominate Curriculum Program Managers for each Program being run under this Agreement.
- Guide IBM Program team on curriculum inclusion and content development.
- Approve the jointly developed Curricula and courseware.
- Publish new Curricula for each batch as part of GLA University Programs.

b. Manage the administration of the Program

- Nominate a Single Point of Contact (SPOC) for coordination with IBM.
- Nominate GLA University faculty for the courses under this Agreement, and to make them available for the centralized T3 workshops conducted by IBM partner.
- Program promotion through a structured Program campaign.
- Conduct the Admission Exams and appropriate Counseling, and select and enroll students, based on a high standard of admissions.
- Share the student data, for all students enrolled under this Program in the designated format, with IBM.
- Collect students' fees, and pay to IBM the agreed share as per this SOW.

c. Execute the Course delivery

- Run and manage the delivery of classes and labs by competent faculty of GLA University.
- Provide detailed session plans for the Programs to be provided to IBM.
- Provide access to required infrastructure for running the Programs as per IBM's specifications.
- GLA University to own the issuance of the degree to the participating students.
- Manage quality of teaching at a high level of academic standards. The faculty will need to pass IBM's qualifying tests from time to time.

d. Other responsibilities

- Provide adequate computing infrastructure to the enrolled students for their Lab work.
- Provide adequate bandwidth to the students enrolled in the joint Programs, such that there is no response time constraints faced by them in using the cloud based platform.
- Manage suitable usage of the cloud based platform by students. GLA University shall provide usage reporting of the cloud based platform at regular intervals.
- Manage excellent Placement record for students enrolled in the joint Programs.
- GLA University has the responsibility to give the details of the students every semester.
- GLA University will also be responsible for the communication to IBM of the successful completion of the graduation by any/all of the respective students, relying on which IBM will issue the completion certificate for the Program. Any discrepancies on this will be the responsibility of GLA University.
- IBM's discharge of its responsibilities under this Agreement is dependent on GLA University fulfilling all of their responsibilities and that GLA University will own the students responsibility if they fail to comply with any of their responsibilities or default on the payment. IBM may withdraw their services, if GLA University defaults on the payment and IBM will not be responsible for any student dissatisfaction / failure.

e. University/Institution General Responsibilities

IBM's performance is dependent on GLA University's management and fulfillment of its responsibilities under this SOW and the Agreement specified below, at no charge to IBM. Any delay in performance of GLA University's responsibilities may result in additional cost and/or delay of the completion of the project covered by this SOW, and will be handled in accordance with the Project Change Control Procedure. GLA University will:

- make appropriate personnel available to assist IBM in the performance of IBM's responsibilities;
- provide a suitable Seminar / Webinar (for Industry Guest lectures) room for the number of students equipped with proper acoustics and Audio/Video equipment's: Speakers, multiple Microphones for student Q&A sessions, Projector, Internet Connectivity with adequate bandwidth, Landline Telephone connection in the Seminar/Webinar room etc.
- provide IBM with the address and room details of the training location;
- provide a suitable training room for the number of students, including an adequate number of power sockets, an overhead projector and whiteboard and/or flipchart and connectivity to necessary systems and environments;
- provide the required equipment and installation (including hardware and software) to run the Course(s) detailed in Scope of Work for the duration of the Course(s);



- if required, provide IBM personnel with access at the GLA University premises to set up the equipment for each course running in the University campus on a day prior to the start of each course (this may include access outside of normal business hours);
- if applicable, provide safe access, suitable office space, supplies, furniture, high speed connectivity to the Internet, and other facilities for IBM's personnel while working at the GLA University campus;
- be responsible for the secure storage of all IBM-owned hardware and software while at the GLA University premises;
- allow IBM to cite University name and the general nature of the Services IBM performed for the GLA University to IBM's other clients/partners and prospective clients/partners as an indication of IBM's experience, unless both GLA University and IBM specifically agree otherwise in writing;
- agree that IBM and its subcontractors/partners may process the business contact information of the GLA University, its employees and contractors worldwide for our business relationship, and the GLA University has obtained the necessary consents. IBM will comply with requests to access, update, or delete such contact information;
- obtain any necessary consents and take any other actions required by applicable laws, including but not limited to data privacy laws, prior to disclosing any of its employee information or other personal information or data to IBM. GLA University also agrees that with respect to data that is transferred or hosted, GLA University is responsible for ensuring that all such data adheres to the laws and regulations governing such data;
- be responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect your existing systems, applications, programs, or data to which IBM will have access during the Services, including applicable data privacy, export, import laws and regulations, and product safety and regulatory compliance for non-IBM products including those recommended by IBM. GLA University is solely responsible for obtaining advice of legal counsel as to the compliance with such laws and regulations;
- be responsible for any data and the content of any database, the selection and implementation of procedures and controls regarding its access and use, backup and recovery and security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel; and
- acknowledge that any responsibilities not specifically stated in this SOW as IBM responsibilities are deemed out of scope.

iii. Joint Programs

GLA University & IBM team will select and propose appropriate Programs based on market and industry alignment from time to time, with mutual consultation & agreement.

The commencement date for the above Programs will be mutually decided by University/Institution and IBM.

GLA University & IBM team will decide the credits for each of the programs and may alter the course duration for each of the Programs, after due approval from the Academic Council of GLA University, and announce it through the GLA University website.

iv. Course Administration Process

- Student will enroll at GLA University every year in the selected Programs for that Academic Year.
- Database of enrollments will be shared with IBM after the admissions process is completed, but not later than September 15th of the year.
- Batches will commence as per University/institute schedule.
- IBM will provide Program Access for the portal to all enrolled students.
- GLA University will plan and deliver the classes and labs as per the academic requirement.

v. Academic Engagement

The list of initial Programs, proposed to be commenced by GLA University under this agreement is listed under Annexure B: List of Programs.

The commencement date for the above Programs will be mutually decided by GLA University and IBM. Efforts will be made to launch these Programs from the Academic Year 2017-'18.



Annexure B

List of Programs

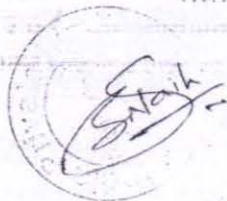
The following is the list of initial Programs, proposed to be commenced by GLA University in a phased manner, under this agreement:

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

The proposed programs to be commenced by GLA University in the year 2017-18, under this agreement are:

- B.Tech in CS/IT with Specialization in Cloud Computing & Virtualization
- B.Tech in CS/IT with Specialization in Data Analytics

If GLA University wants to offer any new IBM specialization program from the above list, then GLA University will have raise it through the Project Change Request. This may need to be approved by IBM and may result in additional charges to be incorporated in the financial section in Annexure C.



Annexure C

Financial Terms - Fees to be paid to IBM

- a.) Quantum of Fees to be paid to IBM, in consideration of the performance of the Roles and Responsibilities by IBM:

GLA University-IBM proposed number of students				
	Year 1	Year 2	Year 3	Year 4
Academic year >	2017-'18	2018-'19	2019-'20	2020-'21
Proposed no. of B.Tech CSE/IT students committed by the University	90	180	300	480

Fee to IBM – B.Tech CS/IT Program – per student (in INR): Rs.25,000/- per annum.

Advance fee payment for student Courseware & Program access by September 15th every year; Rs.25,000/-. This fee is fixed for the first 4 academic years of this engagement from 2017-18 to 2020-21. The IBM fees for years beyond the fourth year will be mutually agreed between IBM and GLA University through a Project Change control.

An advance of Rs.10,00,000 for Teach the Teacher (T3) workshop will be paid by June 15th every year in case the T3 is applicable for that year. Else the entire student fees would be paid along with the payment for student Courseware & Program access fees by September 15th.

Note:

1. GLA University shall exercise its best attempts to enroll 90 students into the joint B.Tech programs in the first year and shall continue to exercise its best efforts to ensure enrolment shall increase to 180, 300 and 480 students into our joint programs for the subsequent academic years from 2018-19 onwards, respectively.
2. GLA University will pay to IBM Rs.25,000/- per student - per year, as per the total number of students enrolled under the IBM ICE program every year. If there is an increase in the number of students, the increased IBM's fee will be computed as per the IBM Fee for that year.
3. If the student enrollment falls below 90 (academic year 2017-18) or below 180 in any academic year from the academic year 2018-19 onwards, IBM may choose to terminate this agreement, with no liabilities, upon provision of 30 days' written notice to GLA University.
4. The advance payment for T3 workshop is non-refundable. However, it may be adjusted against the student fee, at the time of payment of the fee to IBM for the student enrollments for that the respective academic year.
5. In the event of any payments not being made on or before the due date, IBM reserves its right to levy a late payment fee at the rate of 2% per month on the amounts overdue and suspend the services till the payment is received by IBM.
6. All applicable statutory taxes and duties to be borne by GLA University.

b.) Payment Terms:

I. General Notes:

- The actual payment to IBM by GLA University will be calculated depending upon the actual number of students enrolled into the program.
- Rates, charges or fees specified in this Agreement are exclusive of all taxes. If any authority imposes upon any transaction under this agreement, a duty, tax, levy or fee, excluding those



based on IBM India's net income, then GLA University agrees to pay that amount as specified in an invoice. IBM India shall pay all collected taxes to the appropriate taxing authority. If the GLA University supplies exemption documentation, acceptable to the taxing authorities, then IBM India shall not charge the aforementioned duty, tax, levy or fee. If the taxing authorities subsequently opine that IBM India should have charged such duties, taxes, levies or fees, GLA University shall pay the same (including any interests, levies and penalties) as required by the taxing authorities. Except as provided above, the party that is liable for payment of any tax upon which interest and penalties are imposed, shall bear such interest and penalties.

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

Furthermore, in the event of credit not being provided to IBM India in respect of such TDS on account of the GLA University not mentioning the correct PAN of IBM India, the GLA University shall file revised quarterly TDS returns so as to facilitate credit of such TDS to IBM India and in the eventuality of credit not being provided to IBM India in respect of such TDS on account of default/ non-compliance by the GLA University, the GLA University shall compensate IBM India to the extent to which credit is not provided to IBM India.

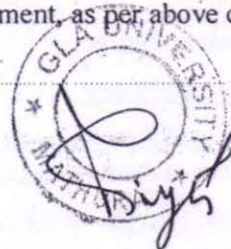
II. For T3 Workshop:

- GLA University to send the 100 % Advance Payment to IBM;
- For conducting the T3 workshop for B.Tech CS/IT IBM specialization courses by June 15th every year as per the details given under 'Annexure C - a) Financial Terms'.
- IBM/ IBM partner to deliver the 'T3 Workshop' deliverable as in the above clause as per the agreed schedule and IBM to raise the appropriate Invoice post the T3 workshop delivery by the IBM/ IBM partner to GLA University.

III. For Courseware and Program Access:

GLA University to send to IBM the names, email id's and roll numbers of students enrolled in IBM specialization programs, by September 15th every year, as per the details given above under 'Annexure C - a) Financial Terms', along with 100% advance payment.

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 GLA University.





Agreement for Courses and Education Materials

Part 1- General Terms

This Agreement for Courses and Education Materials applies to 1) enrollment and attendance at a class room Course offered by IBM India Private Limited ("IBM"), 2) ordering and use of a self study Course provided via media such as CD-ROM and online, 3) the provision and use of an Education Material as part of a Course or independently, and 4) the provision of other education or training services by IBM; collectively the Services. Occasionally, offerings have additional or different terms (Other Terms). If so, IBM will provide those Other Terms to you. For example, conference terms and conditions are outlined in the conference brochure available for each event.

This Agreement for Courses and Education Materials, Other Terms (if any), any applicable license agreement and an enrolment confirmation letter are the complete agreement between us regarding the Services that IBM provides (the Agreement) and replace any prior oral or written communications between us.

You accept this Agreement for Courses and Education Materials by ordering or receiving a Service, including ordering a Course and or Education Material, attending a class, or using any IBM provided Education Material including accessing a Course online.

Course means an education service available from IBM. A course may be provided by instructors presenting Education Material in a class room (a class) and or by self study of Education Material on a CD-ROM, online via a website or via any other media.

Education Materials are literary works or other works of authorship including documentation, manuals, machine-readable instructions, components, data, audio-visual content (such as images, text, recordings, or pictures), and related licensed materials. Education Material is owned by International Business Machines Corporation or one of its subsidiaries or an IBM supplier, and is copyrighted and licensed, not sold. All whole or partial copies of Education Material shall be subject to the same terms as the original copy.

1.0 Courses and Education Material

Generally available (public) Courses and Education Materials are listed in various IBM Catalogs of Education (Catalog) which IBM publishes from time to time or makes available on IBM Education Services websites. IBM may add or withdraw Courses and Education Materials at any time without notice.

A private or one company Course is a Course provided by IBM to a single customer. For private Courses, IBM will agree with you in writing the dates, premises, and the number of students. It is your responsibility to secure at all times the storage of all IBM hardware and software whilst on your premises.

2.0 Scheduling of Classes

IBM specifies the dates of public classes. Private classes will be scheduled by mutual agreement. IBM may cancel or defer any scheduled class upon 3 days' notice. If IBM cancels a class for which you have prepaid, IBM will refund the price you paid to IBM. If you acquired the class via an IBM Business Partner then the Business Partner will refund the price you paid to it. IBM will not be responsible for any loss incurred by you, e.g. travel expenses, as a result of IBM's cancellation or deferral of a class.

3.0 Prerequisites and Assessments

IBM provides Course descriptions, which include course objectives and student prerequisites. It is the responsibility of the student who attends the IBM Course to ensure that he/she meets the stated prerequisites. IBM provides no written assessment of student performance on a Course and assumes no responsibility for any student performance after Course attendance.

4.0 Proof of Entitlement

An enrolment confirmation letter received from IBM is evidence of your Proof of Entitlement to a Course, your authorization to use IBM provided Education Material and of your eligibility for warranty services on Education Materials. For online Courses, the enrolment confirmation letter specifies any necessary user-ids and passwords and defines applicable period during which you are authorized to access the Course (period of activation).



5.0 Prices, Taxes and Payment

The IBM prices listed in the Catalog are subject to change. Any price increase will be announced at least three (3) months before its effective date.

Prices for self study courses will be those in effect on the date IBM receives your order. Prices include delivery and licensing of the Education Material. You are responsible for all costs related to accessing the Education Material either on your own machines or via connections to IBM's websites.

Prices for public classes will be those in effect on the date the class begins. Prices include the use of required Education Materials and machines at an IBM arranged location.

Prices for private classes will be established based on your requirements. Additional charges may apply, such as instructor travel, accommodation and living expenses, facilities, and remote laboratory support.

Prices do not include taxes nor student travel, accommodation and living expenses.

Payment

If you acquired the Service directly from IBM then amounts are due upon receipt of an IBM invoice and payable as IBM specifies in an enrolment confirmation letter or in the invoice. You agree to pay accordingly, including any late payment fee. IBM reserves the right to require payment in advance of a Course or any other Service.

If you acquired the Service from an IBM Business Partner then amounts due will be payable to, and in accordance with the agreement with, your IBM Business Partner.

If any authority imposes a duty, tax, levy, or fee, excluding those based on IBM's net income, upon any transaction under this Agreement then you agree to pay that amount as specified in an invoice or supply exemption documentation.

Taxes

Rates, charges or fees specified in this Agreement are exclusive of all taxes. 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 You agree to pay that amount as specified in an invoice. IBM shall pay all collected taxes to the appropriate taxing authority. If You supply the exemption documentation, acceptable to the taxing authorities, then IBM shall not charge the aforementioned duty, tax, levy or fee. If the taxing authorities subsequently opine that IBM should have charged such duties, taxes, levies or fees, You shall pay the same (including any interests, levies and penalties) as required by the taxing authorities. Except as provided above, the party that is liable for payment of any tax upon which interest and penalties are imposed, shall bear such interest and penalties.

You are responsible for any personal property taxes for each product from the date IBM ships it to You. Additional taxes and tax related charges may apply if IBM personnel are required to perform services outside their normal tax jurisdiction. As practical, IBM will work to mitigate such additional tax and tax related charges and will inform You in advance if these additional charges apply and are payable by You.

You 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, You 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.

Furthermore, in the event of credit not being provided to IBM in respect of such TDS on account of You not mentioning the correct PAN of IBM, You shall file revised quarterly TDS returns so as to facilitate credit of such TDS to IBM and in the eventuality of credit not being provided to IBM in respect of such TDS on account of default/ non-compliance by You, You shall compensate IBM to the extent to which credit is not provided to IBM.

6.0 Cancellation by You

You cannot cancel self study Courses once IBM has sent you confirmation of enrolment.

You may cancel or postpone a private class or your enrolment in a public class not less than 10 full working days prior to the scheduled start date of the class by notifying IBM in writing or by e-mail. If you fail to cancel or postpone

prior to this notification period, or the student fails to attend or withdraws from the Course, you will be responsible for the full price of the class and any associated additional costs incurred by IBM.

You may send a substitute from the same company for a student who has a confirmed enrolment on a class provided they meet the prerequisites for the Course.

IBM may charge actual costs incurred, including travel and living expenses, if you cancel a private class less than four weeks before its scheduled start date.

7.0 License

IBM grants the student a nonexclusive non-transferable license to use the provided Education Material.

The student may make one printed copy of the Education Material for his own use to support the level of use authorized, providing the copyright notice and any other legends of ownership are reproduced on each copy of the Education Material.

The student, and you, may not 1) use, copy, modify, create derivative works or distribute the Education Material except as provided herein; 2) reverse assemble, reverse compile, or otherwise translate the Education Material except as specifically permitted by law without the possibility of contractual waiver; or 3) sublicense, rent, or lease the Education Material.

License agreements provided with Education Material, or separately notified by IBM, will take precedence over the license terms in this section 7.0. [additional paragraphs to be included]

8.0 Warranty

IBM warrants that it performs Service using reasonable care and skill.

If IBM Education Material does not function as warranted during its warranty period and IBM is unable to either 1) make it do so, or 2) replace it with one that is at least functionally equivalent, then you may return it to IBM and your money will be refunded by the party who you paid. The warranty period for Education Material expires upon completion of the Course or upon expiry of the period of activation or 30 days after receipt of the Education Material if no period of activation is defined.

The warranties stated above will not apply to the extent that there has been misuse, accident, modification, unsuitable physical or operating environment, operation in other than the specified operating environment, improper maintenance by you, or failure caused by a product for which IBM is not responsible.

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER EXPRESS WARRANTIES OR CONDITIONS EXCEPT AS EXPRESSLY REQUIRED BY LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER OR LIMITATION. IBM DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IBM does not warrant uninterrupted or error-free operation of Services, Courses or Education Material or that IBM will correct all defects.

Unless IBM specifies otherwise, and to the maximum extent permissible under applicable law, IBM provides non-IBM Education Materials and and non-IBM Services **WITHOUT WARRANTIES OF ANY KIND**.

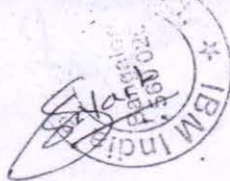
You are responsible for the results obtained from the use of any Service, Course or Education Material.

9.0 Patents and Copyrights

If a third party claims that the Service, Course or Education Material IBM provides to you infringe that party's patent or copyright, IBM will defend you against that claim at its expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by IBM, provided that you;

1. promptly notify IBM in writing of the claim; and
2. allow IBM to control, and cooperate with IBM in, the defense and any related settlement negotiations.

If such a claim is made or appears likely to be made, you agree to permit IBM to enable you to continue to use the Education Materials, or to modify or replace them. If IBM determines that none of these alternatives is reasonably available, you agree to return the Education Materials to IBM on IBM's written request. IBM will then give you an appropriate credit for the returned materials.



This is IBM's entire obligation to you regarding any claim of infringement.

IBM has no obligation regarding any claim based on your modification of Education Materials.

10.0 Limitation of Liability

Circumstances may arise where, because of a default on IBM's part or other liability, you are entitled to recover damages from IBM. In each such instance, regardless of the basis on which you are entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), except as expressly required by law without the possibility of contractual waiver or limitation, IBM is liable for no more than:

- a. payments referred to in the Patents and Copyrights section above;
- b. liability for bodily injury (including death) and damage to real property and tangible personal property limited to that caused by IBM's negligence; and
- c. as to any other actual damage arising in any situation involving nonperformance by IBM pursuant to, or in any way related to, the subject of this Agreement, the charge paid by you for the individual Course or Education Material that is the subject of the claim.

This limit also applies to any of IBM's subcontractors, suppliers, resellers and program developers. It is the maximum for which IBM and its subcontractors, suppliers, resellers and program developers are collectively responsible.

Items for Which We are Not Liable

Except as expressly required by law without the possibility of contractual waiver or limitation, under no circumstances is IBM, its subcontractors, suppliers, resellers or program developers liable for any of the following even if informed of their possibility:

- a. loss of, or damage to, data;
- b. special, incidental, or indirect damages or for any economic consequential damages; or
- c. lost profits, business, revenue, goodwill, or anticipated savings.

11.0 Changes to this Agreement

IBM may modify these terms on written notice. The modified terms will apply to your enrollment or order unless you cancel such enrollment or order prior to the effective date of the modified terms. Otherwise, for a change to be valid, both of us must sign it. Additional or different terms in any order or communication from you are void.

12.0 IBM Business Partners

IBM has signed agreements with certain organizations (called "IBM Business Partners") to promote, market, and support certain products and services. When you order IBM Services (marketed to you by IBM Business Partners) under this Agreement, IBM confirms that it is responsible for providing the Services to you under the warranties and other terms of this Agreement. IBM is not responsible for 1) the actions of IBM Business Partners, 2) any additional obligations they have to you, or 3) any products or services that they supply to you under their agreements.

13.0 Compliance with Laws

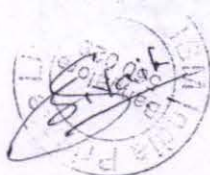
IBM will comply with laws applicable to IBM generally as a provider of information technology Products and Services. IBM is not responsible for determining the requirements of laws applicable to your business, including those relating to Products and Services that you acquire under this Agreement, or that IBM's provision of or your receipt of particular Products or Services under this Agreement meets the requirements of such laws. Notwithstanding anything in this Agreement to the contrary, neither party is obligated to take any action that would violate law applicable to that party.

Each party will comply with all applicable export and import laws, regulations and associated embargo and sanction regulations, including prohibitions on export for certain end uses or to certain end users.

14.0 Governing Law

Both you and IBM consent to the application of the laws of India to govern, interpret, and enforce all of your and IBM's 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.

Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.



A large, stylized handwritten signature in black ink.

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

15.0 Jurisdiction

All of your rights and all IBM's obligations are valid only in India.

16.0 Dispute Resolution

Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation, i) neither party will bring a legal action, regardless of form, arising out of or related to this Agreement or any transaction under it more than three years after the cause of action arose; and ii) after such time limit, any legal action arising out of this Agreement or any transaction under it and all respective rights related to any such action lapse.

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Bangalore, India in accordance with the laws of India then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Bar Council of India. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

17.0 General

- a. You agree not to copy IBM copyrighted material without IBM's prior written consent.
- b. You agree not to use recording equipment in IBM classes without IBM's prior written consent.
- c. You agree not to use IBM trademarks, trade names, or other designations in any promotion or publication without IBM's prior written consent.
- d. The exchange of any confidential information will be made under a separate, signed confidentiality agreement. However, to the extent confidential information is exchanged in connection with any Product or Service under this Agreement, the applicable confidentiality agreement is incorporated into, and subject to, this Agreement.
- e. You agree not to assign, or otherwise transfer your rights under this Agreement without IBM's prior written consent. Any attempt to do so is void. IBM is permitted to assign its rights to payments under this Agreement without obtaining your consent. It is not considered an assignment for IBM to divest a portion of its business in a manner that similarly affects all of its customers.
- f. Neither of us is responsible for failure to fulfill any obligations due to causes beyond its control.
- g. If no suit or other legal action is brought, within three years after the cause of action arose, in respect of any claim that either of us may have against the other, the rights of the concerned party in respect of such claim will be forfeited and the other party will stand released from its obligations in respect of such claim.
- h. You agree that this Agreement will not create any right or cause of action for any third party, nor will IBM be responsible for any third party claims against you except as described in the Patents and Copyrights section above or as permitted by the Limitation of Liability section above for bodily injury (including death) or damage to real or tangible personal property for which IBM is legally liable to that third party.
- i. 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.
- j. Services, Courses and Education Material will be delivered in India.
- k. You agree to allow International Business Machines Corporation and its subsidiaries to store and use your business contact information, including names, business phone numbers, and business e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business



relationship, and may be provided to contractors acting on IBM's behalf, Business Partners who promote, market, and support certain IBM products and services, and assignees of International Business Machines Corporation and its subsidiaries for uses consistent with our business relationship.

By signing below for our respective Enterprises, both of us agree to the terms of this Agreement without modification. Once signed, 1) any reproduction of this Agreement, Other Terms (if any), any applicable license agreement and an enrolment confirmation letter made by reliable means (for example, photocopy or facsimile) is considered an original and 2) all Education Materials and Courses ordered under this Agreement are subject to it.

You accept this Agreement for Courses and Education Materials by signing it, ordering or receiving a Service, including ordering a Course and or Education Material, attending a class, or using any IBM provided Education Material including accessing a Course online.

Agreed to:

Customer Company name:

By

Authorized signature

Name (type or print):

Date:

Customer Identification number:

Customer address:

Agreed to:

IBM India Private Limited

By

Authorized signature

Name (type or print):

Date:

Agreement number:

IBM address:

No. 12, Subramanya Arcade, Bannerghatta Main Road,
Bangalore 560029

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

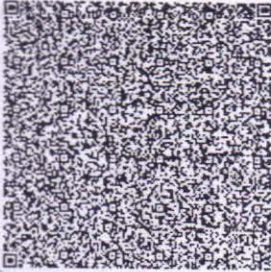


INDIA NON JUDICIAL Government of Karnataka

e-Stamp

सत्यमेव जयते

Certificate No. : IN-KA32858895919643P
 Certificate Issued Date : 13-May-2017 11:00 AM
 Account Reference : NONACC (FI)/ kacrsf108/ KORAMANGALA5/ KA-BA
 Unique Doc. Reference : SUBIN-KAKACRSFL0814321418554208P
 Purchased by : IBM INDIA PRIVATE LIMITED
 Description of Document : Article 12 Bond
 Description : AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : IBM INDIA PRIVATE LIMITED
 Second Party : GLA UNIVERSITY
 Stamp Duty Paid By : IBM INDIA PRIVATE LIMITED
 Stamp Duty Amount(Rs.) : 300
 (Three Hundred only)



Enkik



Please write or type below this line

Client Relationship Agreement

16/may/17



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.

Client Relationship Agreement



Using this agreement, Client may order Programs, Cloud and other Services, Machines and Appliances (collectively IBM Products) and third party products and services (Non-IBM Products) available from IBM. Details regarding products, offerings or orders are provided in Attachments and Transaction Documents (TDs). This agreement and applicable Attachments and TDs are the complete agreement (Agreement) regarding transactions under this Agreement.

Programs

A Program is an IBM-branded computer program and related material available for license from IBM subject to the payment of charges. Program details are described in an Attachment called License Information (LI). Programs do not include Machine Code or Project Materials. Programs are copyrighted and licensed (not sold). When IBM accepts an order for a Program, IBM grants Client a nonexclusive license to: a) use the Program only up to its authorizations and subject to its LI; b) make and install copies to support such authorized use; and c) make a backup copy. Programs may be used by Client, its authorized employees and contractors only within Client's Enterprise, and not to provide hosting or timesharing services to any third party. Client may not sublicense, assign, or transfer the license for any Program. Additional rights may be available from IBM for additional fees or under different terms. IBM does not grant unrestricted rights to use the Program nor has Client paid for all of the economic value of the Program. Certain Programs may contain third party code licensed under separate agreements identified in the LI.

The license granted for a Program is subject to Client:

- reproducing copyright notices and other markings;
- ensuring anyone who uses the Program does so only for Client's authorized use and complies with the license;
- not reverse assembling, reverse compiling, translating, or reverse engineering the Program; and
- not using any of the elements of the Program or related licensed material separately from the Program.

The metric applicable to a Program license is specified in an Attachment or TD. All licenses on a server or capacity based metric must be licensed to the full capacity of the server on which the Program is installed, unless sub-capacity usage is available from IBM and Client complies with the applicable sub-capacity requirements.

Services - Cloud Services

A Cloud Service is an IBM branded offering hosted or managed by IBM and made available via a network. Each Cloud Service is described in a TD or an Attachment called a Service Description. When IBM accepts Client's order, IBM provides Client the entitlements specified in the TD. Cloud Services are designed to be available 24/7, subject to maintenance. Client will be notified of scheduled maintenance. Service level commitments, if applicable, are specified in an Attachment or TD.

Client may access and use a Cloud Service only to the extent of authorizations acquired by Client. Client is responsible for use of Cloud Services by any party who accesses the Cloud Service with Client's account credentials. A Cloud Service may not be used for unlawful, obscene, offensive or fraudulent content or activity, in any jurisdiction for any user, such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive or deceptive messages, viruses or harmful code, or

violating third party rights. If there is a complaint or notice of violation, use may be suspended until resolved, and terminated if not resolved promptly. Unless expressly provided in a TD, Client is not authorized to use a Cloud Service to provide hosting or timesharing services to any third party.

Each Cloud Service is designed to protect the proprietary content that Client inputs into the Cloud Service and to provide for access and use only as part of the Cloud Service. Except as otherwise specified in a TD, IBM will only provide access and use of Client's proprietary content to IBM employees and contractors as needed to deliver the Cloud Service. IBM will not disclose Client's proprietary content and will return or destroy it upon the expiration or cancellation of the Cloud Service, or earlier upon Client's request. IBM may charge for certain activities performed at Client's request (such as delivering content in a specific format).

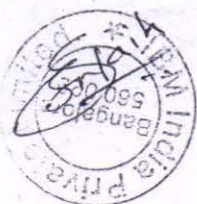
The description for each Cloud Service includes the security functions and features applicable to the Cloud Service. IBM will provide Client notice of any unauthorized third party access to Client's content of which IBM becomes aware and will use reasonable efforts to remediate identified security vulnerabilities. If Client's content is lost or damaged, IBM will assist Client in restoring it to the Cloud Service from Client's last available backup copy in compatible format.

The term, including any renewal term, for a Cloud Service is described in an Attachment or TD. IBM may withdraw a Cloud Service on 12 months' notice, unless otherwise stated in an Attachment or TD. IBM will either continue to provide the Cloud Service for the remainder of Client's unexpired term or work with Client to migrate to another IBM Service. IBM may suspend, revoke or limit Client's use of a Cloud Service if IBM determines there is a material breach of Client's obligations, a security breach, or violation of law. Charges will continue to accrue for the Cloud Service during any suspension. If the cause of the suspension can reasonably be remedied, IBM will provide notice of the actions Client must take to reinstate the Cloud Service. If Client fails to take such actions within a reasonable time, IBM may terminate the Cloud Service.

Any changes to the Service Description by IBM will be effective upon the next agreed renewal or extension. IBM may modify the computing environment used to provide a Cloud Service, without degrading its functionality or security features.

Services - Other Services

IBM provides consulting, installation, customization and configuration, maintenance, and other services as detailed in an Attachment or TD. Client will own the copyright in works of authorship that IBM develops for Client under a Statement of Work (SOW) (Project Materials). Project Materials exclude works of authorship delivered to Client, but not created, under the SOW, and any modifications or enhancements of such works made under the SOW (Existing Works). Some Existing Works are subject to a



separate license agreement (Existing Licensed Works). A Program is an example of an Existing Licensed Work and is subject to the Program terms. IBM grants Client an irrevocable (subject to Client's payment obligations), nonexclusive, worldwide license to use, execute, reproduce, display, perform and prepare derivatives of Existing Works that are not Existing Licensed Works. IBM retains an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works of Project Materials.

Either party may terminate a Service if a material breach concerning the Service is not remedied within a reasonable time. IBM will provide at least 90 days' notice prior to withdrawal of Service. Client will pay charges for Services provided through the effective date of termination. If Client terminates without cause or IBM terminates for breach, Client will meet all minimum commitments and pay termination or adjustment charges specified in the SOW or TD and any additional costs IBM reasonably incurs because of early termination, such as costs relating to subcontracts or relocation. IBM will take reasonable steps to mitigate any such additional costs.

Machines and Appliances

A **Machine** is an IBM-branded device including its features, upgrades, and accessories. An **Appliance** is a Program and Machine combination designed for a particular function. Unless otherwise provided, terms that apply to a Program apply to the Program component of an Appliance and terms that apply to a Machine apply to the Machine component of an Appliance. Client may not use or transfer an Appliance's Program component independently of the Appliance.

When IBM accepts Client's order, IBM transfers title to Machines and non-IBM machines to Client or Client's lessor upon payment of all amounts due, except in the United States where title transfers upon shipment. IBM bears risk of loss until delivery to the carrier for shipment. IBM pays for insurance on Client's behalf until delivery to Client's location. Client must report any loss in writing to IBM within 10 business days of delivery and follow the claim procedure. If IBM is responsible for installation, Client will allow installation within 30 calendar days of shipment or additional charges may apply. Client must follow instructions provided to install Client set up Machines.

Machines and parts removed or exchanged for upgrade, warranty service, or maintenance are IBM property and must be returned to IBM promptly. A replacement assumes the warranty or maintenance status of the replaced part. A Machine may include parts that are not new and in some instances Machines may have been previously installed. Regardless, IBM's warranty terms apply. Client will promptly install or allow IBM to install mandatory engineering changes. Client may only acquire Machines for use within Client's Enterprise in the country where acquired and not for resale, lease, or transfer. Lease-back financing is permitted.

Machine Code and Built in Capacity

Machines may include **Machine Code (MC)** and **Built in Capacity (BIC)**. MC is computer instructions, fixes, replacements and related materials, such as data and passwords relied on, provided, used with or generated by MC, that permit the operation of the machine's processors, storage or other functionality. MC is copyrighted and licensed (not sold). IBM only provides copies, fixes or replacements for MC for Machines under warranty or IBM maintenance, or under a separate written agreement which

may be subject to additional charges. Client agrees that copies, fixes or replacements for MC will be obtained solely as authorized by IBM. IBM grants Client a nonexclusive license to use MC only (i) on the Machine for which IBM provided it, and (ii) to access and use BIC only to the extent paid for by Client, activated by IBM and subject to the Attachment called IBM Authorized Use Table for Machines (AUT) available from IBM and at http://www.ibm.com/systems/support/machine_warranties/machine_code/aut.html. BIC is computing resource (e.g., processors, storage and other functionality) that IBM provides for a Machine. Use of BIC may be restricted by contract, technological or other measures. Client agrees to IBM's implementation of technological and other measures that restrict, monitor and report on use of BIC or MC, and to install any changes IBM provides. Client may not alter, reverse assemble, reverse compile, translate or reverse engineer the MC, or circumvent or interfere, by any means, with IBM's contractual, technological or other measures that restrict, monitor or report on use of BIC or MC. Client may transfer possession of MC only with transfer of the Machine. Client may not transfer its license to MC; the transferee must acquire a license directly from IBM. This Agreement governs MC and BIC on Machines acquired from another party. Use of BIC in excess of authorizations from IBM is subject to additional charges.

Warranties and Post Warranty Support

IBM warrants that Programs used in their specified operating environment conform to their official published specifications. The warranty period for a Program (not the Program component of an Appliance) is one year, or the initial license term if less than one year, unless another warranty period is specified in an Attachment or TD. During the Program warranty period, IBM provides Subscription and Support (S&S), entitling Client to defect correction information, restrictions, bypasses, and new releases and versions IBM makes generally available. Unless Client elects to discontinue S&S, annual S&S automatically renews at then-current charges until S&S for a version or release is withdrawn. If Client elects to continue S&S for a Program at a designated Client site, Client must maintain S&S for all uses and installations of the Program at that site.

IBM warrants that it provides Cloud and other Services using commercially reasonable care and skill in accordance with the applicable Attachment or TD, including any completion criteria, and that Project Materials will comply with the Attachment or TD at the time of delivery. The warranty for a Service ends when the Service ends.

IBM warrants that Machines used in their specified operating environment conform to their official published specifications. For a Machine or Appliance, the warranty period is specified in the Attachment or TD. During its warranty period, IBM will repair or exchange the Machine without charge, as specified in the Attachment. Client may purchase warranty service upgrades and post warranty support where available. For Appliances, post warranty support includes maintenance and S&S.

If a Machine or Program does not function as warranted during its warranty period and IBM is unable to repair or replace it with a functional equivalent, Client may return it to IBM for a refund of the amount Client paid (for recurring charges, up to twelve months' charges) and Client's license or right to use it terminates.

IBM does not warrant uninterrupted or error-free operation of an IBM Product or that IBM will correct all defects or prevent third party disruptions or unauthorized third party access to an IBM Product. These warranties are the exclusive warranties from IBM and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. IBM warranties will not apply if there has been misuse, modification, damage not caused by IBM, failure to comply with instructions provided by IBM, or if otherwise stated in an Attachment or TD. Non-IBM Products are sold under this Agreement as-is, without warranties of any kind. Third parties may provide their own warranties to Client.

Charges, Taxes, Payment and Verification

Client agrees to pay all applicable charges specified by IBM, charges for use in excess of authorizations, any customs or other duty, tax, levy, or fee imposed by any authority resulting from Client's acquisitions under this Agreement, and any late payment fees. Amounts are due upon receipt of the invoice and payable within 30 days of the invoice date to an account specified by IBM. Prepaid Services must be used within the applicable period. IBM does not give credits or refunds for any prepaid, one-time charges, or other charges already due or paid.

Client agrees to: i) pay withholding tax directly to the appropriate government entity where required by law; ii) furnish a tax certificate evidencing such payment to IBM; iii) pay IBM only the net proceeds after tax; iv) fully cooperate with IBM in seeking a waiver or reduction of such taxes and promptly complete and file all relevant documents; and v) file accurate Taxes Deducted at Source (TDS) returns on a timely basis. If any tax, duty, levy or fee ("Taxes") are not charged on the basis of the exemption documentation provided by the Client and the taxation authority subsequently rules that such Taxes should have been charged, then the Client will be liable to pay such Taxes, including any interests, levies and/or penalties applicable thereon.

IBM may change recurring charges, labor rates and minimum commitments on three months' notice. A change applies on the invoice date or the first day of the charging period on or after the effective date IBM specifies in the notice. IBM may change one-time charges without notice. However, a change to a one-time charge does not apply to an order if i) IBM receives the order before the announcement date of the increase and ii) within three months after IBM's receipt of the order, the product is shipped or made available to Client.

Client will i) maintain, and provide upon request, records, system tools output, and access to Client's premises, as reasonably necessary for IBM and its independent auditor to verify Client's compliance with the Agreement, including MC and Program licenses and metrics, such as sub-capacity usage, and ii) promptly order any required entitlements, pay additional charges at IBM's then current rates (including uses in excess of Client's authorizations or entitlements, and associated S&S or maintenance), and other liabilities determined as a result of such verification. These compliance verification obligations remain in effect during the term of the Agreement and for two years thereafter.

Liability and Indemnity

IBM's entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Client up to the amounts paid (if recurring charges, up to 12 months' charges apply) for the product or service that is the subject of the claim, regardless of the basis of the claim. This limit applies collectively to IBM, its subsidiaries, contractors, and suppliers. IBM will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings.

The following amounts, if a party is legally liable for them, are not subject to the above cap: i) third party payments referred to in the paragraph below; ii) damages for body injury (including death); iii) damages to real property and tangible personal property; and iv) damages that cannot be limited under applicable law.

If a third party asserts a claim against Client that an IBM Product acquired under this Agreement infringes a patent or copyright, IBM will defend Client against that claim and pay amounts finally awarded by a court against Client or included in a settlement approved by IBM, provided that Client promptly (i) notifies IBM in writing of the claim, (ii) supplies information requested by IBM, and (iii) allows IBM to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts.

IBM has no responsibility for claims based, in whole or part, on Non-IBM Products, items not provided by IBM, or any violation of law or third party rights caused by Client's content, materials, designs, specifications, or use of a non-current version or release of an IBM Product when an infringement claim could have been avoided by using a current version or release.

Termination

Either party may terminate this Agreement: a) without cause on at least one month's notice to the other after expiration or termination of its obligations under this Agreement; or b) immediately for cause if the other is in material breach of this Agreement, provided the one who is not complying is given notice and reasonable time to comply. Failure to pay is a material breach. Any terms that by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to successors and assignees. IBM may terminate Client's license to use a Program or MC if Client fails to comply with this Agreement. Client will promptly destroy all copies of the Program or MC after either party has terminated the license.

Governing Laws and Geographic Scope

Each party is responsible for complying with: i) laws and regulations applicable to its business and content, and ii) import, export and economic sanction laws and regulations, including those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users. Client is responsible for its use of IBM and Non-IBM Products.

Both parties agree to the application of the laws of the country where the transaction is performed (or for Cloud Services, the laws of the country of Client's business address) to this Agreement, without regard to conflict of law principles. The rights and obligations of each party are valid only in the country where the transaction is performed or, if

IBM agrees, the country where the product is placed in productive use, except all licenses are valid as specifically granted. If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect. Nothing in the Agreement affects statutory rights of consumers that cannot be waived or limited by contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under this Agreement.

Disputes shall be finally settled in accordance with The Arbitration and Conciliation Act, 1996 then in effect, in English, with seat in Bangalore, India. There shall be one arbitrator if the amount in dispute is less than or equal to Indian Rupee five crores and three arbitrators if the amount is more. When an arbitrator is replaced, proceedings shall continue from the stage they were at when the vacancy occurred.

General

Parties will not disclose confidential information without a separate, signed confidentiality agreement. If confidential information is exchanged in connection with this Agreement, the applicable confidentiality agreement is incorporated into, and subject to, this Agreement.

Client accepts an Attachment or TD by ordering, enrolling, using, or making a payment for, the product, offering or service. Since this Agreement may apply to many future orders, IBM reserves the right to modify it by providing Client at least three months' written notice. However, changes are not retroactive; they apply, as of the effective date, only to new orders and renewals. For transactions with a defined renewable contract period, Client may request that IBM defer the change effective date until the end of the current contract period. Client accepts changes by placing new orders after the change effective date or allowing transactions to renew after receipt of the change notice. Except as provided above, all changes to the agreement must be in writing signed by both parties. If there is a conflict, an Attachment or TD prevails over the terms of this agreement.

IBM is an independent contractor, not Client's agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of Client's regulatory obligations, or assume any responsibility for Client's business or operations. Each party is responsible for determining the assignment of its personnel and contractors, and for their direction, control, and compensation. IBM Business Partners are independent from IBM and unilaterally determine their prices and terms. IBM is not responsible for their actions, omissions, statements, or offerings.

Client is responsible for obtaining all necessary permission to use, provide, store and process content in Cloud, other Services, maintenance, or Program support, and grants IBM permission to do the same. Client is responsible for adequate content back-up. Some of Client's content may be subject to governmental regulation or may require security measures beyond those specified by IBM for an offering. Client will not input or provide such content unless IBM has first agreed in writing to implement additional required security measures.

IBM and its affiliates, and their subcontractors, may process and store business contact information of Client personnel in connection with the performance of this Agreement wherever they do business. IBM may use personnel and resources in locations worldwide and third party suppliers to support the delivery of products and services.

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other. Assignment of IBM rights to receive payments and by IBM in conjunction with the sale of the portion of IBM's business that includes the product or service is not restricted.

All notices under this Agreement must be in writing and sent to the address below, unless a party designates in writing a different address. The parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing. Any reproduction of the Agreement made by reliable means is considered an original. The Agreement supersedes any course of dealing, discussions or representations between the parties.

No right or cause of action for any third party is created by this Agreement or any transaction under it. Neither party will bring a legal action arising out of or related to this Agreement more than three years after the cause of action arose. Neither party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control. Each party will allow the other reasonable opportunity to comply before it claims the other has not met its obligations. Where approval, acceptance, consent, access, cooperation or similar action by either party is required, such action will not be unreasonably delayed or withheld.

The Agreement applies to IBM and Client (the signatories below) and their respective Enterprise companies who avail themselves of the Agreement. The signatories shall coordinate the activities of Enterprise companies under this Agreement. Enterprise companies include (i) companies within the same country that Client or IBM control (by owning greater than 50% of the voting shares), and (ii) any other entity that controls, is controlled by or is under common control as Client or IBM and has signed a participation Attachment.



Agreed to:

Client Company Name:

By

Authorized signature

Title:

Name (type or print):

Date: 16/may/17

Client number: GLA University, Mathura

Enterprise number:

Client address:

Agreed to:

IBM India Private Limited

By

Authorized signature

Title:

Name (type or print):

Date: 16/may/17

Agreement number:

IBM address:



Annexure - 1

Trademark License Agreement for Co-marketing of the IBM Logo

Trademark License Agreement ("Agreement") made as of May 16th, 2017, between IBM India Pvt. Ltd., an Indian corporation (hereinafter "LICENSOR"), Registered offices at 12, Subramanya Arcade, Bannerghatta Road, Bangalore-560029, Karnataka, India and GLA University a statutory University, having its corporate campus at 17 KM Stone, NH-2, Mathura-Delhi Road, PO-Chaumuhan, Mathura-281406, Uttar Pradesh, India, represented by the Registrar; (hereinafter "LICENSEE").

Section 1. DEFINITIONS

- 1.1 "Licensed Mark" shall mean the IBM logo identified in Exhibit 1.
- 1.2 "Logo Usage Guidelines for Co-branding" shall mean such guidelines as may be established by LICENSOR and modified from time to time, upon reasonable notice, by LICENSOR, providing for the use and display of the Licensed Mark. The current "Logo Usage Guidelines for Co-branding" are identified in Exhibit 2.
- 1.3 "Communications" shall mean the materials identified in Exhibit 2.

Section 2. LICENSE GRANT

2.1 LICENSOR grants LICENSEE a worldwide, non-exclusive, non-transferrable, right and license to use the Licensed Mark on the Communications in accordance with the terms of this Agreement.

Section 3. USE OF THE LICENSED MARK

- 3.1 LICENSEE agrees to display and use the Licensed Mark solely in the form, manner and style required in the IBM Logo Usage Requirements for co-branding.
- 3.2 LICENSEE agrees to use the Licensed Mark only on Communications developed as a result of a joint collaboration between LICENSOR and LICENSEE.

Section 4. OWNERSHIP OF THE LICENSED MARK

4.1 All ownership rights in the Licensed Mark belong exclusively to LICENSOR. LICENSEE has no ownership rights in the Licensed Mark and shall acquire no ownership rights in the Licensed Mark as a result of its performance (or breach) of this Agreement. All use of the Licensed Mark or variations thereon shall inure solely to the benefit of LICENSOR. Upon termination of this Agreement, all rights of LICENSEE to use the Licensed Mark shall terminate immediately except as otherwise provided herein.

4.2 LICENSEE agrees:

1. not to take any action which will interfere with any of LICENSOR's rights in and to the Licensed Mark;
2. not to challenge LICENSOR's right, title or interest in and to the Licensed Mark or the benefits therefrom;
3. not to make any claim or take any action adverse to LICENSOR's ownership of the Licensed Mark;
4. not to register or apply for registrations, anywhere, for the Licensed Mark or any other mark which is similar to the Licensed Mark or which incorporates the Licensed Mark; and
5. not to use any mark, anywhere, which is confusingly similar to the Licensed Mark.

Section 5. QUALITY CONTROL

5.1 The parties agree that LICENSOR may inspect the COMMUNICATIONS before they are distributed by LICENSEE. LICENSOR shall have forty-eight (48) hours within which to amend or approve the Communications. Approval by LICENSOR shall not be unreasonably withheld.

5.2 Failure to meet the quality standards set forth in this License shall be deemed to be a breach thereof which must be corrected to IBM's satisfaction within seven (7) days, (or the earliest update cycle, whichever comes first), of being put on notice. Until such breach is corrected LICENSEE may not use the Licensed Mark.

Section 6. PROTECTION OF THE LICENSED MARK

6.1 LICENSEE agrees to notify LICENSOR within ten (10) business days if LICENSEE becomes aware of:

1. any uses of, or any application or registration for, a trademark, service mark or trade name that conflicts with or is confusingly similar to the Licensed Mark;
2. any acts of infringement or unfair competition involving the Licensed Mark; or
3. any allegations or claims whether or not made in a lawsuit, that the use of the Licensed Mark by LICENSOR or LICENSEE infringes the trademark or service mark or other rights of any other entity.

20099
20099
20099

20099
20099
20099

6.3 LICENSEE shall not institute or settle any claims or litigation affecting any rights in and to the Licensed Mark without LICENSOR's prior written approval.

7.1 LICENSOR shall settle or defend all claims made by third parties against LICENSEE and shall thereby indemnify and hold LICENSEE, its officers, agents and employees, harmless from any and all claims made against LICENSEE for infringement or unfair competition arising from LICENSEE's use of the Licensed Mark in accordance with the terms of this Agreement. Following notice of an infringement claim or at any time LICENSOR deems appropriate, LICENSOR may provide LICENSEE a substitute logo for use under the terms and conditions of this Agreement.

7.3 To qualify for such indemnification, LICENSEE must notify LICENSOR of any such claim in writing within ten (10) business days of LICENSEE's receipt of such claim, and allow LICENSOR to control and fully cooperate with LICENSEE in the defense of and all settlement negotiations related to such claim.

1. any act, omission, neglect or default of LICENSEE or its agents on or in connection with the distribution, promotion or marketing of Communications; or
2. Personal injury or any infringement of any rights (including copyrights) of any person by the sale, distribution, possession, or use of any Communications; or
3. LICENSEE's failure to comply with applicable laws with respect to the distribution, possession or use of any Communications.
4. any and all third party claims, suits, costs, damages, including punitive damages, liabilities of any kind, and attorneys fees incurred arising out of or related to LICENSEE's use of, or representation about the Licensed Mark or any third party's use of the Communications or its content or any of LICENSEE's products or any other products associated with, used in, or marketed or provided through the Communications.

Section 8. WARRANTY

Section 9. DURATION AND TERMINATION

9.3 If LICENSEE breaches this Agreement, LICENSOR shall have the right to terminate the licenses granted in Section 2 in their entirety. If LICENSOR elects to terminate because of breach of this Agreement, LICENSOR will provide written notice to LICENSEE of the breach and LICENSOR's decision to terminate. If LICENSEE has not cured such breach within seven (7) days of the date of such notice, the licenses granted in Section 2 shall be terminated.

9.4 In the event that a license granted under this Agreement is terminated by LICENSOR under Section 9.2, LICENSEE shall have three (3) months after the date on which termination is effective (Wind-Up Period) to dispose of all Licensed Communications in its inventory. Upon termination of the Wind-Up Period, or immediately upon termination for breach, LICENSEE shall provide LICENSOR with proof of the destruction of all existing Communications which bear the licensed mark.

5/11/20

LIBRARY

Section 10. NOTICES

All notices and other communications under this Agreement shall be in writing and shall be sent by certified mail with return receipt requested to the other party's then current Executive Coordinator, or designee, at their respective addresses as set forth below. Notification of a change of address must be given in writing. All such mailed notices shall be deemed given and received upon the date indicated on the certified mail receipt.

International Business Machines Corporation
North Castle Drive
Armonk, NY 10504
Attn: Corporate Counsel, Trademarks

GLA University
17 KM Stone, NH-2, Mathura-Delhi Road, PO-Chaumuhan, Mathura-281406, Uttar Pradesh, India.
Attn: Mr. Ashok Kumar Singh, Registrar

Section 11. TRANSFER OF RIGHTS

11.1 LICENSEE may not, either directly or indirectly, sublicense, assign, or in any way encumber this license. Any attempt to do so shall be void and shall result in immediate termination of this License.

Section 12. ENTIRE AGREEMENT

12.1 This Agreement and its attached Exhibits represent the entire agreement between the parties, and fully supersede any and all prior agreements or understandings between the parties pertaining to the licensing of the Licensed Mark by LICENSOR to LICENSEE. This Agreement may not be amended or modified, in whole or in part, except by a written instrument duly executed by all of the parties hereto.

12.2 The failure of any party to insist upon strict adherence to any provision of this Agreement, in whole or in part, on one or more occasions, shall not constitute a waiver of its right to insist upon the strict performance of that or any other provision or part thereof in the future.

12.3 This Agreement and any amendments hereto may be signed in one or more counterparts, each of which, when signed and delivered, shall be deemed to be an original. All such counterparts together shall constitute one and the same valid and binding agreement, even if all of the parties have not signed the same counterpart. Signatures to this Agreement may be delivered electronically or by facsimile, in which case the electronic or facsimile copy of an original signature shall be deemed to be an original signature.

12.4 This Agreement will be governed by the substantive laws of India.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives as of the date first set forth above.

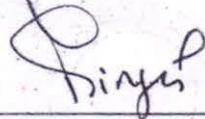
IBM India Pvt. Ltd.

By 

Date: 16/May/2017

Name: Mr. Suresh Govindachari *Siddhesh Naik*
Designation: _____
Organization: IBM India Pvt. Ltd.
Address: 12, Subramanya Arcade,
Bannerghatta Road, Bangalore - 560029, Karnataka, India.

GLA University

By 

Date: 16/May/2017

Name: Mr. Ashok Kumar Singh
Designation: Registrar
Organization: GLA University
Address: 17 KM Stone, NH-2, Mathura-Delhi Road,
PO-Chaumuhan, Mathura-281406, Uttar Pradesh, India.

Exhibit 1
IBM Logo usage

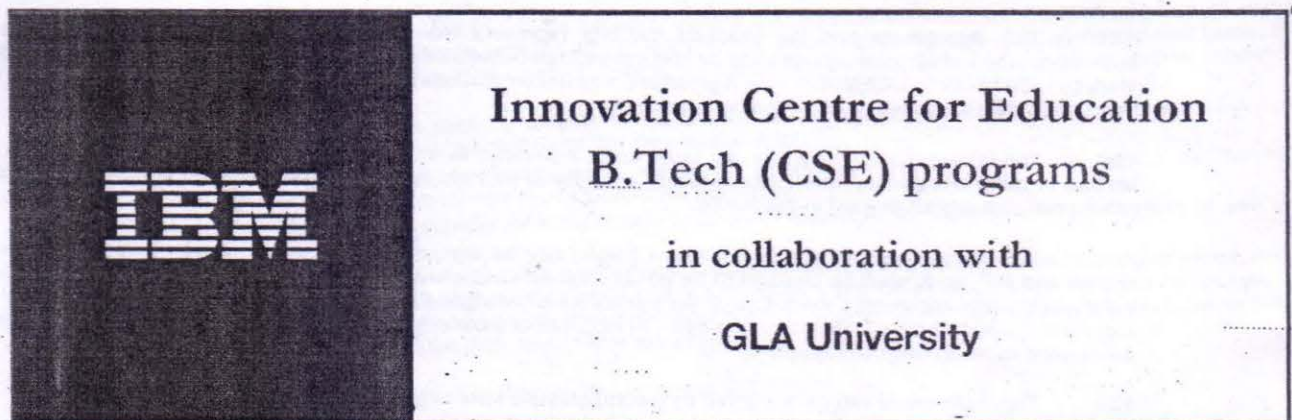
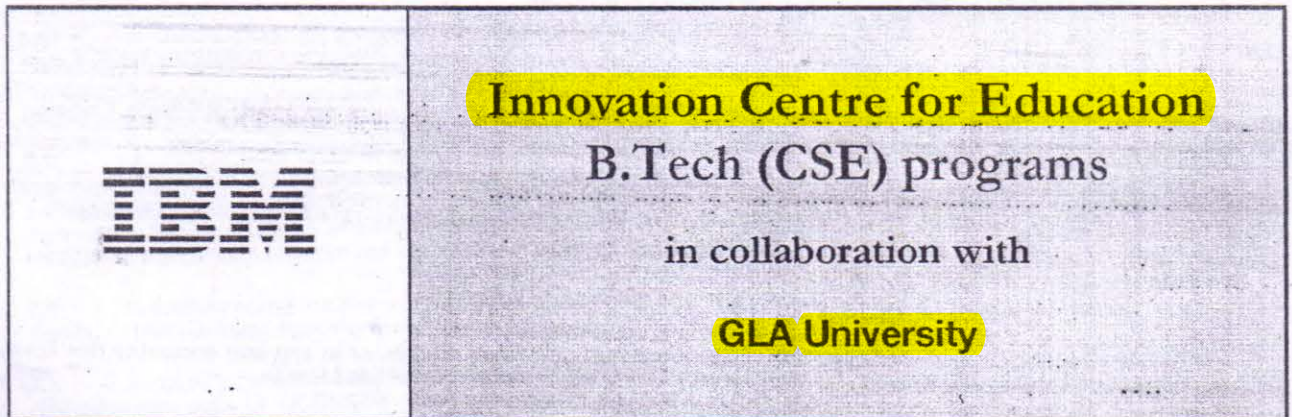


Exhibit 2

IBM Logo Usage Guidelines for Marketing Materials and Websites

These Guidelines set forth the standards and requirements for use of the IBM Logo on Marketing Materials and Websites bearing the IBM Logo and the logo, trademark or trade name of another company.

Compliance with these Guidelines is required. In the event of a conflict between the terms and conditions of the Logo License Agreement and this Exhibit 2, this Exhibit 2 shall prevail.

Guidelines as to the Nature and Content of the Marketing Materials and Websites:

1. Use of the IBM Logo may occur only on Marketing Materials and Websites which clearly and explicitly communicate:
 - a. the scope and nature of the relationship between the parties;
 - b. the responsibilities of each of the parties.

The IBM Logo may not be used in such a way as to attribute to IBM a product or service not actually originating from IBM.

2. Marketing Materials and Websites may not contain any statements, imagery or other materials which are illegal or which may, in the sole judgment of IBM, be in bad taste or inconsistent with IBM's public image, or tend to bring disparagement, ridicule or scorn upon IBM.
3. The IBM Logo may not be placed or applied in a manner which may cause confusion as to the source or origin of the offering or communication.
4. The IBM Logo must always remain distinct and separate. The IBM Logo may not be combined with any other trademark or logo owned by another company nor may it be combined with any text, graphics, imagery or product identifiers. The IBM Logo may not be contained within the text of a sentence.
5. In a sponsorship, when used in proximity to one or more company identifiers, the IBM Logo should be placed and sized to match the visual weight and emphasis of all the other sponsors logos.
6. The use of the IBM Logo must clearly communicate the context or relationship IBM has with the company, event or offering. This may be done by the addition of "relationship text" in the headline, body copy and/or in association with the logo signatures of a communication.
7. The following trademark attribution statement shall be applied on the page on which the IBM Logo is being used or in the legal attribution segment of the Marketing Materials and Websites:

The IBM Logo is a registered trademark of IBM in the United States and other countries and is used under license. IBM responsibility is limited to IBM products and services and is governed solely by the agreements under which such products and services are provided.

Correct Appearance of the IBM Logo:

1. Do not create your own version of the IBM Logo.
2. Do not change the size, color or proportion of the artwork provided by IBM.
3. Always allow a "safe space" around the logotype that is equal to or greater than the height of the IBM Logo in use.
4. Do not place the IBM Logo on active backgrounds that may reduce legibility.
5. Always use the approved IBM Blue:

Color Specifications:

Pantone equivalent: PMS 2718C

Process equivalent: Cyan 75%, Magenta 43%, Yellow 0%, Black

0% RGB equivalent: Red 90, Green 135, Blue 197

Broadcast equivalent: Red 22%, Green 42%, Blue 70%

