

Memorandum of Understanding with IBM Academic Initiative

This Memorandum of Understanding ("MoU") is entered into effective as of 03.02.2014 by and between:

IBM India Private Ltd., a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Subramanya Arcade, Bannerghatta Road Bangalore 560076 and hereinafter unless the context otherwise requires be referred to as "IBM".

And

JNTUK Kakinada formed on 18.08.2008 with ACT NO. 30 of 2008 of Andhra Pradesh Govt. having its registered office at PITHAPURAM ROAD, KAKINADA – 533003 and hereinafter unless the context otherwise requires be referred to as ***JNTU - Kakinada***

Whereas:

1. ***JNTU - Kakinada*** and IBM have entered into discussions concerning IBM's provision of Technology products and learning-services for ***JNTU - Kakinada***;
2. The parties have agreed that ***JNTU - Kakinada*** will elect to engage IBM as the primary and preferred technology provider for software and services.

Now therefore this MoU witnesses:

I – DEFINITIONS

"***JNTU - Kakinada***" hereby refers to ***JNTU - Kakinada*** (Optional - Affiliate University and Colleges associated to ***JNTU - Kakinada***).

"Faculty" hereby refers to Training Staff of ***JNTU - Kakinada***, Optional - Affiliate University and Colleges associated to ***JNTU - Kakinada***;

"Students" hereby refers to all the students of ***JNTU - Kakinada*** (Optional - Affiliate University and Colleges associated to ***JNTU - Kakinada***)

II – TERMS AND CONDITIONS

JNTU - Kakinada understands and accepts that any program delay caused by pending dependencies on ***JNTU - Kakinada*** would not be attributed to IBM. Any additional effort required for the successful execution of the engagement would require ***JNTU - Kakinada*** to make additional efforts. IBM will perform the Training activities and provide software. The MoU shall only govern the provision of products and services provided by IBM Academic Initiative, a division of IBM India Private Ltd to ***JNTU - Kakinada***.

"Under this MOU, ***JNTU - Kakinada*** assures IBM that it will manage and achieve the following deliverables within one (1) year from the effective date of signing this MoU

- a) Curriculum Inclusion on IBM Tools and Technologies in all its affiliated colleges, as mentioned in the Annexure
 1. Minimum 3 inclusions. IBM will provide all Technical support in this regard
- b) Will ~~support~~ IBM TGMC in all affiliated colleges
- c) Will facilitate College of Engineering in JNTU-K campus to set up IBM Center of excellence

Under this MoU, College of Engineering, ***JNTU – Kakinada Campus*** also assures IBM that it will provide a minimum of thirty (30) computers in a laboratory dedicated to the IBM COE with all relevant IBM software loaded for students' usage.

This centre will be appropriately designated as IBM COE in the campus with a signboard stating "IBM Software Center of Excellence" on top of its Entrance. Additionally, College of Engineering ***JNTU – Kakinada Campus*** will ensure that a sign-board is provided for by ***JNTU - Kakinada*** as per the IBM Specification in Annexure 2 on the college boundary for it to be distinctly visible.




Under this MoU, *JNTU - Kakinada* also assures IBM that it will have a well stocked library with books related to and/or based on IBM technologies and practices. *JNTU - Kakinada* will be required to procure these books at its own cost and maintain a minimum of five (5) copies each of such books in the library. A list of recommended books can be requested from IBM Academic Initiative.

III. a) Training

During the term of this Agreement, IBM may conduct faculty development programs on select technologies, free of cost and guide them towards teaching of IBM Tools and Technologies as part of Curriculum.

- a) 3-4 Faculty Development programs will be conducted for the Tools that is included as a part of Curriculum
- b) University will choose the Nodal college for the training and 50-60 Faculty participants
- c) The selected faculty who have undergone IBM's faculty development program, on successful completion will be deemed as "Subject Matter Experts" in the respective area. They would then need to train students on their area of expertise.

JNTU - Kakinada shall work with IBM in advance & select the faculty development program Amendment No. 1 to MOU. Faculty development program shall be conducted by IBM in a Nodal college as selected by the University.

b) Software

IBM will provide all IBM software required for the training programs through the WW Academic Initiative. This software should be used strictly for training & enablement purposes for students, faculty members of *JNTU - Kakinada*. No commercial usage of such IBM software is allowed. Software available through the Academic Initiatives program is available in Annexure 1 under applicable IBM International Program License Agreements (IPLA) terms and the provisions of this MoU.

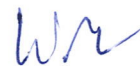
IV - BREACH OF MoU

In the event of any breach of the terms of this MoU, which is capable of rectification, by either party hereto, such other party shall be entitled to call upon the party to rectify such breach within fifteen (15) days from the date of the notice, failing which the breach shall be deemed to be a material breach, and shall entitle such other party to rescind this MoU for material breach.

V - TERM AND TERMINATION

This MoU shall be valid for a term of one year starting from the Effective Date set forth above, unless terminated earlier by either party, or extended mutually by both parties hereto, on the same terms and conditions as herein.

In the event of termination of this MoU for any reason whatsoever, including termination due to breach by IBM, the license granted to *JNTU - Kakinada* under this MoU, shall also stand automatically terminated and revoked without any further act of parties. *JNTU - Kakinada* will also return or destroy at our discretion or request, all material provided by IBM including but not limited to slides, soft copy courseware etc. towards internal trainings.



The following obligations will survive termination of this MoU for any reason:

VI – LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, punitive, special, incidental or consequential damages arising out of or in connection with this MoU, whether for breach of this MoU or in torts, including loss of business, data, revenue, profits, or for any third party claims against the other (except as specifically admitted by paragraph 2 below) whatsoever.

Except for IBM's obligation to indemnify *JNTU - Kakinada* in the event of a claim of breach of a third party's patent or copyright to the extent that it is IBM's sole act or omission due to which such claim has arisen (as set out in under the Partnerworld Program) and except in the event of breach by *JNTU - Kakinada* of any of IBM's Intellectual Property rights or IBM confidential information, the Parties agree that either Party shall not be liable to the other or any other third party for any direct damages incurred in connection with this MoU.

VIII – ARBITRATION

Any and all disputes, controversy or claims related to or arising in connection with this MoU shall first be referred to the Principal or Head of *JNTU - Kakinada* and Country Manager, Academic Initiative of IBM for an informal resolution.

If this informal resolution does not resolve the dispute, then the matter will be referred to and settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. The venue of any such arbitration shall be Bangalore. The award of the arbitration may be enforceable in any court of competent jurisdiction. Each party shall bear its own costs and fees in connection with the arbitration.

Unless agreed otherwise, 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, 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.

IX – GENERAL

This MoU shall not be construed to be an agency or a partnership or joint venture or an employment relationship. Neither party shall be entitled to bind the other party with any third party by its actions, unless it has specifically obtained the prior written consent of such other party to do so.

Each party is an independent contractor, and nothing under this MoU shall be construed to create an employment relationship, whether for tax or for any other purpose, nor any partnership or joint venture between the parties. No provision of this MoU grants either party any express or implied right of authority to assume or create any obligations or responsibility on behalf of or in the name of the other party, or bind the other party in any manner or thing whatsoever. Neither party nor its personnel shall be considered employees of the other.

Neither party shall assign or transfer this Understanding or any benefits or rights or obligations accruing to it under this MoU, without the prior written consent of the other party

IBM shall during the term of this MoU be entitled to audit the license usage records of licenses hosted on *JNTU - Kakinada* competency lab as well as training attendance records maintained by *JNTU - Kakinada*. This audit can be conducted only during reasonable business hours.



The existence and substance of this MoU and the rights and obligations of the parties herein will be kept confidential by **JNTU - Kakinada** and will not be disclosed to any third party without the prior written consent of IBM.

Notwithstanding the foregoing, **JNTU - Kakinada** may make such disclosure to the extent required by law, court or statutory authority, in which case **JNTU - Kakinada** will promptly inform IBM to allow IBM a reasonable opportunity to obtain a protective order. Any press release, publicity or media interaction, public relations campaign, use of IBM signage pertaining to this MoU signing or IBM activities on campus need to have prior written consent from IBM. Any violation of this will amount to material breach and will lead to the CoE status of the **JNTU - Kakinada** being withdrawn and termination of this MoU,

This MoU supersedes all prior oral or written communication, discussions and representations communicated between the parties hereto in respect of the subject matter of this MoU. Any modification to this MoU shall only be made by way of a written document duly executed by representatives of both parties hereto.

If any provision of this MoU is held to be unenforceable or illegal under certain circumstances for any reason, such decision shall not affect the validity or enforceability of such provisions under other circumstances or the remaining provisions hereof and such provisions shall be reformed only to the extent necessary to make them enforceable under such circumstances.

Any notice under this MoU will be in writing and delivered by hand or by registered mail, return receipt requested, to the other party at the registered office or as may be substituted by the notice. If any notice is sent by mail, notice will be effective on the date of receipt.

JNTU - Kakinada shall maintain at all times, a one-point contact for the IBM Academic Initiative. Any change in the contacts below will be promptly notified to IBM.

All IBM Academic Initiative software related issues: Lawrence Mohanraj, DGM, IBM, Academic Initiative, IBM, India Private Limited

All **JNTU - Kakinada** Strategic issues: Prof. J.V.R. Murthy, Prof. of CSE and Director III P& T IN WITNESS WHEREOF, the parties hereto have executed this Understanding on the date, month and year, hereinabove written.

For **JNTU - Kakinada**
Dr. G.V.R. Prasad Raju
Registrar, JNTUK

For **IBM India Pvt. Ltd.**
Sri Karthik Padmanabhan
Country Manager
Ecosystem Development

Signature: 

Signature: 

WITNESS


(LAWRENCE MOHANRAJ)

1.  (Dr. J.V.R. MURTHY).

2.  (Dr. K. PADMA RAJU)

Annexure – 1

Software for IBM Academic Initiative

(Partial list of the software available through IBM Academic Initiative portal.)

Information Management:

- DB2 Universal Database
- Big Insights

Websphere:

- Websphere Application Server
- Websphere Integration Developer
- WorkLight
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Tivoli Software

- Tivoli Directory Server

Lotus Software

- Symphony
- Domino Server

Rational

- Rational Application Developer
- Rational Functional Tester
- Rational Team Concert

Note – Any additional software can be added and removed from time to time at the sole discretion of IBM Academic Initiative team.

Curriculum Inclusion recommendation from IBM:

(Partial list of recommendation of IBM Tools and Technologies)

Subject	IBM Recommended Tools
Basic	
Database Management System	DB2
Web Technologies/ Java Programming	Rational Application Developer
Modelling	Rational Software Architect
Testing	Rational Functional Tester
Project Management	Rational Team Concert
Advanced	
Cloud Computing	Smart Cloud
BigData	BigInsights, Streams, Data Explorer
Mobility	Worklight
Business Analytics / Intelligence	Cognos
Predictive Analytics	SPSS

Annexure 1..Contd..

Activities	JNTU-K	IBM Academic Initiative
MoU signing Ceremony	Date and Venue	MoU Document
Curriculum Inclusion	Recommendations to respective subject syllabus.	Meeting with University Board and IBM Team
Single Point of Contact	To Identify SPoC to contact IBM team	IBM to facilitate SPoC for activities
Training-The-Trainer program	Identification of adequate number of Faculty who will attend a 4-day certification training in AI-offerings	AI to deliver a 4-day Training-The-Trainer certification training to the Faculty, provide them with training material & help certify
Training for Faculty/Students	Date and Venue for the Training. Identification of students/faculty to undertake the 4-day workshops on AI-offerings	Telephonic support to Associates for technical assistance
Certification Exams	Faculty to engage in self-learning and help students with doubts in training material and prepare the students with mock-tests on the given topic of training	Doubts clarification on mails/telephones to the Faculty in preparation for exams and the actual conduct of proctorship in AI-offerings with Certification

Annexure 2

APIIT is only an example. Please replace it with your University/College name and logo

