



Cummins College of Engineering for Women

An Autonomous Institute affiliated to Savitribai Phule Pune University

KARVENAGAR, PUNE-411052, INDIA.



(University Affiliation No. PU/PN/ENGG/087/1991, INDIA)
Approved by All India Council for Technical Education (AICTE)
Accredited by National Board of Accreditation (NBA) and
National Assessment & Accreditation Council (NAAC) at Grade-A

Ref. CCEW - 831 / 19-20

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is intended to outline a proposed business relationship between IBM India Private Limited ("IBM") with Registered offices at 12, Subramanya Arcade, Bannerghatta Road, BANGALORE - 560 029 and MKSSS's Cummins College of Engineering for Women, ("CCOEW") with offices located at Karve Nagar, Pune, Maharashtra - 411052.

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

1. Roles and Responsibilities

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

2. Termination

This MOU will terminate on **1st August 2022** unless extended or terminated earlier. If at any time any party wishes to withdraw from further evaluations, engagements and discussions in connection with the subject matter of this MOU and terminate this MOU, it may do so with or without cause and without liability by providing the other party with written notice of its intention to withdraw from further evaluation and discussions. All discussions, proposals, term sheets, draft agreements and other similar materials will be null and void if evaluations, engagements and discussions are terminated. This MOU can be extended upon written agreement of the parties.

3. Confidentiality

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

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



4. Limitation of Liability

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

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

5. Publicity

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

6. Governing Law

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

7. General

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

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



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

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

This Memorandum of Understanding sets forth the understanding of the parties as of 1st August 2019.

Agreed to:

Agreed to:

**MKSSS's Cummins College of Engineering
for Women, Pune**

IBM India Private Limited

By CCOEW Authorized representative _____
Authorized Signature
Name : Dr. Madhuri Khambete *mk*
Date : 2nd August 2019
Identification number:
Address : Karve Nagar, Pune - 411 052
Maharashtra.

Mona B
By IBM Authorized representative _____
Authorized Signature
Name : *MONA BHARADWAJ*
Date : *29 AUG 2019*
Agreement number :
IBM address: No. 12, Subramanya Arcade,
Bannerghatta Road, Bangalore 560029,
India.



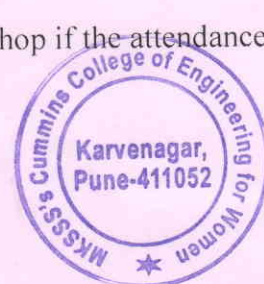
Attachment 1

IBM may engage with CCOEW for the following types of engagements:

- Technical sessions and workshops for students from **Computer Engineering and Information Technology department** on emerging technologies
 - IBM SMEs to deliver this over 1 - 2 days
 - IBM SMEs to share the pre-requisites a week before the technical session / workshop for students
- Faculty Development Programs (FDP) on specific technologies
 - IBM SMEs may help with college FDP on specific technology for a maximum of 3 days
 - IBM to invite Cummins college **Professors from Computer Engineering and Information Technology department** for an IBM faculty development program if it is conducted by IBM for select institutes in the country. Faculty attending this FDP to ensure that they teach the content imparted in the FDP as part of the curriculum to students. A report on the same needs to be provided to IBM within 6 months of the FDP.
- Adjunct Faculty
 - IBM SMEs to deliver a session or two as Industry Lectures
- Member of Board of Studies (BoS)
 - IBM SME may be appointed on the board of studies of CCOEW to suggest recommendations to the UG & PG Engineering curriculum
 - *Provided, IBM or IBM personnel recommendations are provided as is without any warranties or undertakings CCOEW shall in its sole discretion decide whether or not to implement or act on such recommendations and IBM shall have no liability or responsibility if CCOEW acts on/implements or relies in such recommendations.*
- GRM Projects
 - Short term Projects of 4 – 6 weeks tenure will be announced on the IBM GRM Portal
 - Students of CCOEW to apply on the portal subject to the terms and conditions stipulated therein.
 - IBM SMEs to interview and assess students and select them for the project
 - To engage the selected students on short term projects and remotely mentor them to complete the project

CCOEW to assure

- CCOEW to provide a **good** campus hiring slot during campus recruitment and internships as requested by the IBM hiring team.
- Faculty support from **Computer Engineering and Information Technology department** for successful execution of above listed engagements as relevant.
- CCOEW to provide the necessary infrastructure for successful delivery of tech session / workshop.
- CCOEW to ensure attendance of a minimum of 30 students for the tech sessions / workshops.
 - IBM has the right to call off the session / workshop if the attendance is less than 80% of the intended participation.



Attachment 2



Agreement for Exchange of Confidential Information

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

1. Disclosure

Information will be disclosed either:

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

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

2. Obligations

The Recipient agrees to:

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

The Recipient may disclose Information to:

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

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

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

3. Confidentiality Period

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



4. Exceptions to Obligations

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

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

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

5. Disclaimers

THE DISCLOSER PROVIDES INFORMATION WITHOUT WARRANTIES OF ANY KIND.

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

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

6. General

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

Neither of us may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent. Any attempt to do so is void.

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

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

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



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

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

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

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

Agreed to:

Agreed to:

MKSSS's Cummins College of Engineering for Women, Pune **IBM India Private Limited**

By CCOEW Authorized representative
Authorized Signature
Name : Dr. Madhuri Khambete
Date : 2nd August 2019
Identification number:
Address : Karve Road, Karve Nagar
Pune, Maharashtra 411052

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By IBM Authorized representative
Authorized Signature
Name : MONA BHADRAWAS
Date : 29 AUG 2019
Agreement number :
IBM address: No. 12, Subramanya Arcade,
Bannerghatta Road, Bangalore 560029,
India.

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

