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## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“**MOU**”), dated as on **26<sup>th</sup> September 2023** sets forth certain nonbinding understandings and binding agreements between

IBM India Private Limited (“**IBM**”), having its registered office at NO. 12, Subramanya Arcade, Bannerghatta Main Rd, Bengaluru, Karnataka 560029

AND

Directorate General of Training (“**DGT**”), Ministry of Skill Development and Entrepreneurship (MSDE), having its registered office at 7<sup>th</sup> Floor, Kaushal Bhawan, New Moti Bagh, New Delhi - 110023

The IBM and the DGT, MSDE are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”.

### **Background**

**WHEREAS**, DGT, MSDE and IBM have entered into discussions for the formation of a partnership for scaling up the Skilling resources and platforms to create a robust Education and Skilling ecosystem that creates critical thinkers, problem-solvers, and next-generation innovators. Taking into consideration that India is one of the countries that has the growth of education focused on technology, both basic digital and emerging new short-term skills courses is a strategic imperative for the Government, industry and academia.

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

**WHEREAS**, the parties have agreed to enter into a memorandum of understanding so that the potential partnership does not create any confusion or misunderstandings. The following items



represent points agreed on mutual understanding between the parties which will facilitate further promotion of the collaboration for the parties hereto.

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

**WHEREAS**, in furtherance of these IBM has created the SkillsBuild program, which aims at providing job seekers, including long-term unemployed, school dropouts, migrants, and veterans worldwide. With the digital content, personalized coaching and experiential learning which are designed to enable such job seekers to gain technical and professional skills required to re-enter the workforce (the “**Program**”) includes digital platform dedicated to the Program (the “**Platform**”);

The Parties intend to come together in relation to provide Project details in one line.

### **1. MOU Subject to Definitive Agreement.**

This MOU is for discussion purposes only and is not intended to constitute a legally binding or enforceable agreement or commitment on either Party, except for Section 4 which shall be binding on the parties in accordance with its terms.

### **2. Nonbinding Understandings.**

- This Section 2 sets forth the nonbinding understandings of the Parties with respect to the Project. It is the present intention of the Parties that IBM and DGT, MSDE would fulfill each of their respective responsibilities with respect to the Project on terms and conditions substantially similar to those set forth in this Section. These terms are based upon information currently available. They do not reflect all of the material terms of the Project but provide a basis for discussion and negotiating the Definitive Agreement (as defined below). DGT recommended to start with short-term courses for 6 / 12 / 18 months at NSTIs to further the collaboration. These will be offered as value-add courses to keep students aligned with latest technologies. The course should follow a Project Based Learning Approach to ensure students learn by doing hands-on projects and mentorship from industry.
  - Suggested areas can include Data Analysis / Artificial Intelligence etc. as per the requirements in Industry.
  - IBM along with the implementation partner to share content outlines for these short-term courses.

#### **(a) Definitive Agreement.**

The Parties intend to negotiate a formal written agreement that would govern each party's obligations with respect to the Project (“**Definitive Agreement**”). Binding obligations with respect to the Project shall only arise upon the execution of the Definitive Agreement by both Parties.

**(b) Customary Provisions.**

The Definitive Agreement would contain such covenants, conditions, indemnities, representations, and warranties as are customary for this type of collaboration and as the Parties would mutually agree.

**(c) IBM Responsibilities.**

IBM through its Implementation Partners (NPO partners for IBM SkillsBuild for Adult Learners) will partner with the DGT, MSDE to:

- Provide access to digital content/SkillsBuild platform and associated training of students, trainers/educators, etc. via online/in-person workshops, webinars etc.
- Nominate a Single Point of Contact (SPOC) to coordinate for all project-related matters
- IBM shall be responsible for the approval of Branding material like banners, standees, flyers, brochures, Certificates, etc.

**(d) PARTNER Responsibilities.**

- Create and share Circulars / Communications about the program and related training.
- Drive and anchor collaboration with implementation partners and state departments.
- Support in publishing training calendars for implementation.
- Drive participation of learners in all program activities through circulars, emails and other relevant media channels.
- Continuous monitoring of progress across states and to attend the review meetings.

**(e) Implementation Partner Responsibilities**

- Implementation partners will work collaboratively to spread awareness about the SkillsBuild platform and e-skilling of learners on relevant courses
- Implementation partners will be responsible for the mobilization and registration of learners in courses on the SkillsBuild platform with support from DGT and respective state vocational education/skilling department
- Support the onboarding of learners on the platform. Plan and publish a calendar of engagement activities in collaboration with all stakeholders.
- Organize virtual and physical orientation and training sessions for teachers, program coordinators and learners to make them aware of the digital skill-building platform and its benefits.
- Organize virtual masterclasses, workshops, webinars and project-based learning camps
- Provide technical support and mentorship to teachers and students on the platform
- Share periodic updates with all stakeholders to track progress and monitor learners
- To nominate a single point of contact (SPOC) for all coordination-related activities with this program and ensure smooth implementation of the program and activation of learners.
- Provide branding and promotional material for activation of learners at the ground level.

- Organize virtual masterclasses, workshops, and webinars.
- Provide success stories from the training sessions.

### 3. Timing.

The MoU is valid for a period of **one (1)** year from the date of signing.

### 4. Binding Agreements.

This Section 4 shall constitute a legally binding and enforceable agreement between the Parties. In consideration of the expenses that the Parties may incur in pursuing the Project and drafting and negotiating the Definitive Agreement, the Parties agree as follows:

(a) **Costs and Expenses.** Each Party shall be responsible for all of its costs and expenses associated with pursuing the Project, including without limitation (i) the performance of its obligations under this MOU; (ii) drafting and negotiating the Definitive Agreement; and (iii) providing its own volunteer force.

(b) **IP and Logos.** Each Party may use the logo of the other Party only as provided in a separate logo usage agreement. IBM shall retain all rights in the materials brought in by it in connection with this MOU. In addition, DGT, MSDE 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 IBM.

(c) **Confidentiality.** None of the information or materials exchanged between IBM by DGT, MSDE is confidential. Should the parties wish to exchange confidential information in connection with this Agreement, the parties shall enter into a separate written agreement with respect to such disclosure, using the form in Exhibit A, Agreement for Exchange of Confidential Information. Personal data will not be exchanged except as mutually agreed and subject to IBM's data protection terms.

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

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

(f) **Compliance with Sanctions Laws.** Each Party will comply with all applicable export and import laws and associated embargo and economic sanction 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 certain countries, or for certain end uses or end users.

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

(h) **Term and Termination.** The rights and obligations of the Parties contained in this MOU shall expire upon the execution of the Definitive Agreement or the termination of this MOU, whichever is earlier. Either Party may terminate this MOU upon notice to the other party, without any obligation or liability to the other party, provided however that this Section 4 shall survive such termination.

(i) 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.

(j) 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. This limitation will not apply to claims for bodily injury or damage to real property or tangible personal property for which a party is legally liable. However, the liability for direct damages will be limited to INR 10,000. Notwithstanding anything to the contrary, 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.

(k) **Governing Law.** This MOU shall be governed by and construed in accordance with laws of India and the courts of Bangalore shall have exclusive jurisdiction.

(l) **No Third-Party Beneficiaries.** Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this MOU.

(m) **No Assignment.** Neither this MOU nor any rights or obligations hereunder may be assigned, delegated or conveyed by either Party without the prior written consent of the other Party.

(n) **Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date set forth above.

<b>IBM India Private Limited</b>	<b>Directorate General of Training (DGT), Ministry of Skill Development &amp; Entrepreneurship</b>
Sign:	Sign:
Name: Shipra Sharma	Name: Shri C.S. Murthy
Title: CSR Leader for Social Impact in India	Title: Director (TT & IT)
Date:	Date:

**Attachments**

**Exhibit A – Agreement for Exchange of Confidential Information**



## **Annexure I: Scope of Work**

In addition to the scope of work under the existing MoU between IBM and DGT, MSDE, the scope of work of this agreement is expanded as follows:

- Curriculum refresh for the Two-Year Advanced (Vocational) Diploma in IT, Networking and Cloud Computing as a modular course and expansion to ITIs and Polytechnics in collaboration with the Directorate General of Training (DGT).
- IBM will continue to provide necessary support for conducting the ADIT training in NSTIs, facilitate training of regular mentors/ trainers and also provide technology advice for the ADIT.
- Design and offer courses in Green Jobs and curate a model for training and access to employment opportunities through Digital Job Fairs
- Drive collaboration with respective State Skilling Departments / Vocational Education/ departments to integrate courses on professional skills from IBM SkillsBuild into respective trades.
- Design and implement short-term courses for NSTIs/ITIs as value-added courses to keep students aligned with the latest areas such as Data Analysis, Artificial Intelligence, Cyber Security, etc. as per the requirements in Industry.