



**YENEPOYA**

(DEEMED TO BE UNIVERSITY)

Recognized under Sec 3(A) of the UGC Act 1956  
Accredited by NAAC with 'A' Grade

## **Details of the Collaborative Activities under Functional MoUs / Linkages**

**Collaborating Institute:**IBM India Pvt. Ltd,

**Year of MoU:**2020

### **Activities:Industry -Academia linkage**

The Yenepoya Institute of Arts, Science, Commerce and Management in collaboration with IBM India Pvt. Ltd. Mumbai offers training to the students of the following programmes:

- BCA(Cyber Forensic, Data Analytics and Cyber Security)
- B.Sc. (Forensic Science, Data Analytics and Cyber Security)
- BBM (Entrepreneurship, International Business and Business Analytics)

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Dr. Mangadhara Somayaji K S  
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Yenepoya (Deemed to be University)  
University Road, Deralaketta  
Deralaketta, Kuvempu, Karnataka.

**Yenepoya Institute of Arts Science Commerce and Management**  
**Yenepoya (Deemed to be) University**

**Details of students undergone integrated Academic training with IBM**

The Yenepoya Institute of Arts Science Commerce and Management in collaboration with IBM India Pvt. Ltd. Mumbai, offered BCA (Cyber Forensic, Data Analytics and Cyber Security) with IBM, BSc (Forensic Science, Data Analytics and Cyber Security) with IBM, BBA (Entrepreneurship, International Business and Business Analytics) with IBM course for the Academic year 2021-22 under the MoU between Yenepoya (Deemed to be University) and IBM India Pvt. Ltd. Mumbai. 160 students of BCA (Cyber Forensic, Data Analytics and Cyber Security) with IBM, 125 students from BSc (Forensic Science, Data Analytics and Cyber Security) with IBM and 24 students of BBA (Entrepreneurship, International Business and Business Analytics) with IBM are benefited from this scheme.

2021 - 22		
BCA (Cyber Forensic, Data Analytics and Cyber Security) with IBM		
SL. No	Register Number	Student Name
1	20BCACDC001	Aamil Muhammed K V M
2	20BCACDC002	Aanand K
3	20BCACDC003	Aaron Joshua Fernandes
4	20BCACDC004	Aathmiya M P
5	20BCACDC005	Abdul Fayaz
6	20BCACDC006	Abhi Alex
7	20BCACDC007	Abhijith K P
8	20BCACDC008	Abhijith M
9	20BCACDC009	Abhimanue V S
10	20BCACDC010	Abhinav R
11	20BCACDC011	Abhiram Prem
12	20BCACDC012	Abhishek M
13	20BCACDC013	Abhishek P
14	20BCACDC014	Abhishekh V K
16	20BCACDC016	Abinandh T
17	20BCACDC017	Aboobaker Siddiq
18	20BCACDC018	Achu S
19	20BCACDC019	Adheeb Ashraf M V
20	20BCACDC020	Adil Salah C
21	20BCACDC021	Adithya M
22	20BCACDC022	Adithya V Gopal
23	20BCACDC023	Aflecksouj M C C
24	20BCACDC024	Afsal P U
25	20BCACDC025	Ahammed Sinan B B
26	20BCACDC026	Ajay Paul
27	20BCACDC027	Ajimi Najeem
28	20BCACDC028	Ajin Baby
29	20BCACDC029	Ajmi Najeem
30	20BCACDC030	Akash A
31	20BCACDC031	Aakash Krishna K U
32	20BCACDC032	Akash Pradeep
33	20BCACDC033	Akbar Asharaf
34	20BCACDC034	Akhil A

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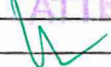
35	20BCACDC035	Alan Shaiju
36	20BCACDC036	Albin Avira Baiju
37	20BCACDC037	Amaldev V S
38	20BCACDC038	Aman Arshad
39	20BCACDC039	Amjad Roshan Yahiya
40	20BCACDC040	Amruth Raj K
41	20BCACDC041	Anagh Rameshan
42	20BCACDC042	Anagha V S
43	20BCACDC043	Anakha V
44	20BCACDC044	Anadhu R Krishnan
45	20BCACDC045	Ananthu M A
46	20BCACDC046	Anfas Rahman N V
47	20BCACDC047	Ankitha K
48	20BCACDC048	Ann Mariya Jeejo
49	20BCACDC049	Arshith Raj
50	20BCACDC050	Ashfaq Ashraf
51	20BCACDC051	Ashlo Shaju
52	20BCACDC052	Ashwin Ashok Pillai
53	20BCACDC053	Aswin Binu K
54	20BCACDC054	Ashwin N
55	20BCACDC055	Aswin Vinoj
56	20BCACDC056	Athul George
57	20BCACDC057	Benson J Abraham
58	20BCACDC058	Bilal Ahmed
59	20BCACDC059	Charulatha M S
60	20BCACDC060	Chinju Mary Jordin
61	20BCACDC061	Chiranth C
62	20BCACDC062	Damien Joseph Martin
63	20BCACDC063	Deepkshith
64	20BCACDC064	Dejo James
66	20BCACDC066	Eldho Wilson
67	20BCACDC067	Emin Siyad Mothi
68	20BCACDC068	Fathima Nashwa
69	20BCACDC069	Fathima P
70	20BCACDC070	Gokul Krishna S
71	20BCACDC071	Hrisheekes A
72	20BCACDC072	Iqbal Hashif
73	20BCACDC073	Ismail Sulthan M K
74	20BCACDC074	Eyadh K
75	20BCACDC075	Jaad Al Gafoor
76	20BCACDC076	Jashwanth K S
77	20BCACDC077	Jerin Manoj
78	20BCACDC078	Jinu Saimon
79	20BCACDC079	Jokshan Jerome Pulikodan
80	20BCACDC080	Justin P V
81	20BCACDC081	Kadeeja C C
82	20BCACDC082	Ken Savio Pereira
83	20BCACDC083	Krishna M P
84	20BCACDC084	Liyesh S
85	20BCACDC085	Mahesh Kumar P H
86	20BCACDC086	Maneesh Mohanan
87	20BCACDC087	Minhaj M
88	20BCACDC088	Mirza Mubthazim

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89	20BCACDC089	Mithun R
90	20BCACDC090	A Mohammed Aadil
91	20BCACDC091	Mohamed Ajmal
92	20BCACDC092	Mohammed Althaf N M
93	20BCACDC093	Mohammad Anshad K M
94	20BCACDC094	Mohammed Bisher P A
95	20BCACDC095	Mohammed Fadhil Anwar
96	20BCACDC096	Muhammed Jazir T V
97	20BCACDC097	Mohammed Kaif S
98	20BCACDC098	Muhamed Naseef Nisar K
99	20BCACDC099	Muhammed Rahil K P
100	20BCACDC100	Mohammed Raziq Z
101	20BCACDC101	Mohammed Riyaz K S
102	20BCACDC102	Mohammed Safwan M
103	20BCACDC103	Mohamed Salih V K
104	20BCACDC104	Mohammed Shahansha A V
105	20BCACDC105	Mohammed Shariq Shareef
106	20BCACDC106	Mohammed Suhail
107	20BCACDC107	Mohyaddien Unais
108	20BCACDC108	Mubin Musthafa K P
109	20BCACDC109	Muhammed Adhil Mubarack
110	20BCACDC110	Muhammed Ashrin Raizi P A
111	20BCACDC111	Muhammed Hisham Abdul Sathar
112	20BCACDC112	Muhammed Jafaqash C
113	20BCACDC113	Muhammed Minas Parambil
114	20BCACDC114	Muhammed Nahas
115	20BCACDC115	Muhammed Rizwan Vachapuram
116	20BCACDC116	Muhammed Shahil K P
117	20BCACDC117	Muhammed Yousaf
118	20BCACDC118	Munawar Siraj
119	20BCACDC119	Namith T
120	20BCACDC120	Nandhana Biju
121	20BCACDC121	Nandu Sreekumar
122	20BCACDC122	Nidal Abdullakutty
123	20BCACDC123	Nishal Muhammed Nazeer T V
124	20BCACDC124	P P Mohammed Mushraf
125	20BCACDC125	Rehna K Mohan
126	20BCACDC126	Revathy S
127	20BCACDC127	Riju Reji P
128	20BCACDC128	Ronu Immanuel Peter
129	20BCACDC129	Sabiq Sulaiman U P
130	20BCACDC130	Sahal T K
131	20BCACDC131	Saju Mon S
132	20BCACDC132	Sanjay P S
133	20BCACDC133	Sanu Saji
134	20BCACDC134	Sarath Chandran R S
135	20BCACDC135	Selmanul Parisi Aboobacker
136	20BCACDC136	Semeer M A
137	20BCACDC137	Shadil P
138	20BCACDC138	Shahabal Hussain
139	20BCACDC139	Shahabas Roshan
140	20BCACDC140	Shawn George Paliyil
141	20BCACDC141	Shihas Bin Abdul Latheef

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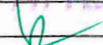
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142	20BCACDC142	Shiyas Salim
143	20BCACDC143	Shubhalaxmi
144	20BCACDC144	Shynas N S
145	20BCACDC145	Sidharth J
146	20BCACDC146	Stephy K S
147	20BCACDC147	Subin Sonichen
148	20BCACDC148	Suraj Krishna S
149	20BCACDC149	Thasnim
150	20BCACDC150	Thayyib
151	20BCACDC151	V Amal
152	20BCACDC152	Vijin Vinod Babu
153	20BCACDC153	Vishnu K
154	20BCACDC154	Yadav P Joyi
155	20BCACDC155	Zareef Abdul Kader
156	20BCACDC156	Zeba Latheef
157	20BCACDC157	Mohammed Rashid A M
158	20BCACDC158	Muhammed Jalal
159	20BCACDC159	Mohammed Sujaid
160	20BCACDC160	Muhammed Sinan

2021 - 22

**BSc (Forensic Science, Data Analytics and Cyber Security) with IBM**

SL. No	Register Number	Student Name
1	20BSFDC001	Adhith K
2	20BSFDC002	Abdul Azeiz Ebrahim Mohamed
3	20BSFDC003	Abdul Hafees
4	20BSFDC004	Abhinandh K
5	20BSFDC005	Abhinav. K. S
6	20BSFDC006	Abhisha P Biju
7	20BSFDC007	Adil K
8	20BSFDC008	Adithyu Sreenivas
9	20BSFDC009	Ahammad Thanveer
10	20BSFDC010	Aiswarya N B
11	20BSFDC011	Akshay A S
12	20BSFDC012	Alan Biju
13	20BSFDC013	Alan Raju
14	20BSFDC014	Aleena Jeevan
15	20BSFDC015	Althaf Shahul
16	20BSFDC016	Alvin Alex P
17	20BSFDC017	Alwin C S
18	20BSFDC018	Amal Mathew
19	20BSFDC019	Amisha Rehman M A
20	20BSFDC020	Amjid J
21	20BSFDC021	Anagha P T
22	20BSFDC022	Anagha T S
23	20BSFDC023	Anandik N Anand
24	20BSFDC024	Aneeshya V S
25	20BSFDC025	Anjitha K
26	20BSFDC026	Anuraj C Vinod
27	20BSFDC027	Areez Muhammed Shabu
28	20BSFDC028	Arjun Chidambaran

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30	20BSFDC030	Arjun Murugan
31	20BSFDC031	Arjun Sajeev
32	20BSFDC032	Arun P Raju
33	20BSFDC033	Ashby Geo Santhosh
34	20BSFDC034	Ashwin Raj
35	20BSFDC035	Aswin Vasu
36	20BSFDC036	Athira P
37	20BSFDC037	Athul Chandrabose
38	20BSFDC038	Betcy Reji
39	20BSFDC039	Bhavana R Krishna
40	20BSFDC040	Bhuvana Babu
41	20BSFDC041	Bibin Chacko
42	20BSFDC042	Binto Benny
43	20BSFDC043	Deepu Binu
44	20BSFDC044	Devika Sandhya
45	20BSFDC045	Dilbarunnisha K K
46	20BSFDC046	Dilsha Shibin K
47	20BSFDC047	Diya Anna Mathew
48	20BSFDC048	Esha Sheloo
49	20BSFDC049	Faraz Subair C
50	20BSFDC050	Haleema M A
51	20BSFDC051	Harshitha U Shetty
52	20BSFDC052	Hasin Risvan
53	20BSFDC053	Indu Rajan
54	20BSFDC054	Isha Ishaq Shereef
55	20BSFDC055	Jathin Suresh
56	20BSFDC056	Jeevan
57	20BSFDC057	Jishnu Prasad
58	20BSFDC058	Jithin Raghav M
59	20BSFDC059	Joel Mathew
60	20BSFDC060	Josmimol Baby
61	20BSFDC061	Kavya Chandra
62	20BSFDC062	Kesia Jose
63	20BSFDC063	Megha K N
64	20BSFDC064	Meghna Dinesan
65	20BSFDC065	Mekha B
66	20BSFDC066	Mishal Rahman S
67	20BSFDC067	Mohamed Shad
68	20BSFDC068	Muhammed Anshid C S
69	20BSFDC069	Muhammed Nihad P T
70	20BSFDC070	Muhammed Riza C P
71	20BSFDC071	Mohammed Sahad
72	20BSFDC072	Muhammed Sahad V
73	20BSFDC073	Muhammed Sheik Sulthan
74	20BSFDC074	Muhammed Waseem V
75	20BSFDC075	Muhammed Adnan
76	20BSFDC076	Muhammed Arif M H
77	20BSFDC077	Muhammed Faizal N
78	20BSFDC078	Muhammed Hussain
79	20BSFDC079	Muhammad Irsad
80	20BSFDC080	Muhammed Mujthaba M C
81	20BSFDC081	Muhammed Sidhiqu A R

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82	20BSFDC082	Nandana Skanthan
83	20BSFDC083	Nandhana C
84	20BSFDC084	Navami Kaithakkatte Sanil
85	20BSFDC085	Nikil Vinod
86	20BSFDC086	Nimmi Anna Aji
87	20BSFDC087	Nisha Roy
88	20BSFDC088	Noohu N S
89	20BSFDC089	Paris S
90	20BSFDC090	Punniya B Kumbalayil
91	20BSFDC091	Rachana K
92	20BSFDC092	Rasha Mujeeb P
93	20BSFDC093	Rashin Azeez
94	20BSFDC094	Renisha Aranha
95	20BSFDC095	Ridhin M R
96	20BSFDC096	Rishikesh A
97	20BSFDC097	Rohith K Uday
98	20BSFDC098	Rony K Sunny
99	20BSFDC099	Roshan James
100	20BSFDC100	S Ameena Sha
101	20BSFDC101	S Mohammed Faizal
102	20BSFDC102	Sachin P Sam
103	20BSFDC103	Safdar Ahamad
104	20BSFDC104	Sarath R K Nair
105	20BSFDC105	Saroon M T K
106	20BSFDC106	Sayana Pradeep
107	20BSFDC107	Shakeer P P
108	20BSFDC108	Sharon Babu
109	20BSFDC109	Shatha K
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111	20BSFDC111	Sona Lakshmi
112	20BSFDC112	Sravan Sibi S
113	20BSFDC113	Sreehari H M
114	20BSFDC114	Sunoj R
115	20BSFDC115	Vamshika S Shetty
116	20BSFDC116	Varsha K N
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118	20BSFDC118	Vimal Raj R
119	20BSFDC119	Abhinav S S
120	20BSFDC120	Mohammed Shabeer V V
121	20BSFDC121	Abijith V
122	20BSFDC122	Anshul Achankunju
123	20BSFDC123	Adarsh V Menon
124	20BSFDC124	Harifa T T
125	20BSFDC125	Viswamohan C M

2021 - 22

**BBA (Entrepreneurship, International Business and Business Analytics) with IBM**

SL. No	Register Number	Student Name
1	20BBAEIBBA01	Muhammad Nasim A B
2	20BBAEIBBA02	Aiswarya Kuriakose
3	20BBAEIBBA04	Alan Lal P C

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4	20BBAEIBBA05	Aman C M
5	20BBAEIBBA06	Aman Razvi
6	20BBAEIBBA07	Hanoon Abbas
7	20BBAEIBBA08	Jishnukumar P
8	20BBAEIBBA09	Muhammed Anzil
9	20BBAEIBBA10	Mohammed Fawaz
10	20BBAEIBBA11	Muhammad C M
11	20BBAEIBBA12	Muhammed Sahal V K
12	20BBAEIBBA13	Muhammed Faheem
13	20BBAEIBBA14	Muhammad Naji
14	20BBAEIBBA15	Muhammed Shamnas K
16	20BBAEIBBA16	NibrasAhammed
17	20BBAEIBBA17	UmmulRozin
18	20BBAEIBBA18	Vaishnavy P Bharadwaj
19	20BBAEIBBA19	Sameeksha Shetty
20	20BBAEIBBA20	Ajaz
21	20BBAEIBBA21	Hiba Fathima
22	20BBAEIBBA22	Muhammed B P
23	20BBAEIBBA23	Mohammed Macksood P
24	20BBAEIBBA67	Muhammed Roshan

*For*  
*Shareena P*

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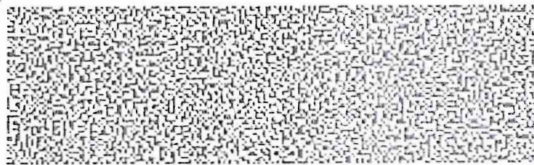
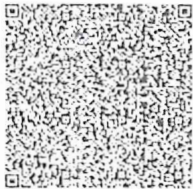
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Government of Karnataka

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 Unique Doc. Reference : SUBIN-KAKACRSFL0873074017923121S  
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 Description of Document : Article 5(J) Agreement (In any other cases)  
 Property Description : IBM CLIENT RELATIONSHIP AGREEMENT  
 Consideration Price (Rs.) : 0  
 (Zero)  
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 Second Party : IBM INDIA PVT LIMITED MUMBAI  
 Stamp Duty Paid By : YENEPOYA DEEMED TO BE UNIVERSITY  
 Stamp Duty Amount(Rs.) : 300  
 (Three Hundred only)



Statement of Work - J02-2020

for

IBM ICE Integrated Undergraduate Program  
prepared for Yenepoya University

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 Mangalore 575 018



## Overview and Approach

IBM is pleased to present this Statement of Work ("SOW") for services to collaborate with Yenepoya University on joint programs for the students enrolled at Yenepoya University.

Yenepoya University will roll out a number of programs including IBM ICE Undergraduate 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 Yenepoya 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 Yenepoya University are described in the sections that follow.

## 1. IBM Statement of Work

This section describes the work to be provided by IBM (the "Services") to Yenepoya University ("Client", also called "you" and "your") under the terms and conditions of the agreement identified in the signature block of this SOW (the "Agreement"). In addition, your responsibilities are listed.

The following are incorporated in and made part of this SOW:

- Appendix A: Project Procedures
- Appendix B: Sample Project Change Requests
- Appendix C: Roles and Responsibilities
- Appendix D: List of Programs
- Appendix E: Training Charges
- Appendix F: Software BOQ & Charges

### 1.1 Project Scope

Under this project IBM will collaborate with Yenepoya University on joint programs for the students enrolled at Yenepoya University's {insert name of campus location} campus.

IBM's estimated charges and schedule are based on performance of the activities listed in the "IBM Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Appendix A-1: Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using IBM's standard rates in effect from time to time for any resulting additional work or waiting time.

### 1.2 Facilities and Hours of Coverage

IBM will:

- perform the Teach the Trainer (T3) Services and Subject Matter Expert (SME) visits at the location agreed on by IBM and Client. This can, for example, be at the Client or third-party location. Client and IBM understand and acknowledge that IBM is permitted to use global resources (non-permanent residents used locally and personnel in locations worldwide) for the delivery of Services.
- perform the work remotely, through IBM Webinars for example, or at your facility in {insert name of city and state of each Client location where Services are to be performed} or in an off-site location mutually agreed to by the parties in order to complete its responsibilities under this SOW.
- provide the Services under this SOW during normal business hours, {8:30 AM to 5:15 PM local time Monday through Friday}, except holidays. If necessary, you will provide after-hours access to your facilities to IBM personnel. Out-of-town personnel may work hours other than those defined as normal business hours to accommodate their travel schedules.

### 1.3 IBM and Yenepoya University Responsibilities

The IBM and Yenepoya University Responsibilities are defined in Appendix C: Roles and Responsibilities.

### 1.4 Deliverable Materials

The following deliverables are provided to Client as part of the Services:

- Printed Courseware Books



Registrar

Yenepoya (Deemed to be University)  
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Mangalore 575 018, Karnataka.

**Dr. Gangadhara Somayaji K S**  
Registrar  
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University Road, Deralakatte  
Mangalore 575 018, Karnataka.





Printed Courseware Books for IBM specialization subjects will be provided to faculty members (maximum 5) who have attended and successfully completed the Teach the Teacher (T3) session on the course subject and who will be covering that subject in the upcoming semester with the students at Yenepoya University. IBM will also provide 5 copies of the printed courseware books for IBM specialization subjects to the campus library. The specific subjects will be jointly determined by IBM and Yenepoya University during the course of the SOW. The Printed Courseware Books are considered Student Course Materials.

Student Course Materials include those Materials, created during the Service performance period or otherwise (such as those that pre-exist the Service), in which IBM or third parties have all right, title, and interest (including ownership of copyright). IBM grants you an irrevocable, nonexclusive, worldwide, paid-up license for the faculty and students to use and display the course materials. IBM will deliver the course materials through the online platform to the student attending the program for the corresponding period. Student Course Materials may not be further copied or distributed outside the Yenepoya University's enterprise. Yenepoya University will not make any copies, transfer, assign or create derivative works of any training material, including any lab (VM image) setup software image that is provided. Yenepoya University agrees that the image stored on any machines in Yenepoya University's possession will be completely removed on completion of the program. Student courseware will be listed after finalization of the Curriculum grid (which will come out of the Curriculum Workshop).

The parties understand and agree that the licenses granted in the paragraph above apply only to the library and individuals associated with the {insert name of campus} campus of Yenepoya University. So only those students and faculty members who are associated with that campus, and authorized per the above licenses, may utilize these licenses. Any other use is a violation of the above listed licenses.

## 1.5 Enrollment Requirements

For the Bachelor of Technology Program, the minimum number of students to be enrolled in the program for the program to commence be as per Appendix E. Yenepoya University can establish the maximum number of students to be enrolled based on Yenepoya University criteria.

If at any time during the first year (i.e., Semesters 1 and 2), for whatever reason, the number of students decreases below the established minimum number of 120, the program may terminate and Yenepoya University will redeploy the students to other concentrations and/or areas of study. There will not be a new intake of students in the following semester. However, the Yenepoya University, after IBM's agreement can enroll students into the IBM ICE program in the subsequent semester/academic years.

If the number of students in the program after the first year remains above the established minimum, then the next intake of students in the subsequent academic years can take place. As the program continues, if at any time, for any reason, the number of aggregate students enrolled drops below the established minimum, the next intake of students in the subsequent academic years may not take place. Yenepoya University will redeploy any students in their first year to other concentrations and/or areas of study. Any students in their second year and beyond (i.e., in Semester 3 or later) will remain in the program until the last student has completed ICE material to be eligible to graduate. During this time Yenepoya University will pay for the remaining students or the established minimum, whichever is greater.

## 1.6 Completion Criteria

IBM will have fulfilled its obligations under this SOW when any one of the following first occurs:

- IBM completes the IBM responsibilities, including provision of the deliverables, if any; or
- the Services are terminated in accordance with the provisions of this SOW and the Agreement.

For the Bachelor of Technology Program, if any students are in their first year (i.e., Semesters 1 or 2) while (b) above occurs, Yenepoya University will redeploy those students to other concentrations and/or areas of study. Yenepoya University will not enroll any new students into the program. If any students are in or beyond their second year (i.e., in Semester 3 or later) in the program while (b) above occurs, the program must continue until the last student has completed IBM ICE program course material to be eligible to graduate. During this time, the Yenepoya University will pay for the remaining students or the established minimum, whichever is greater. During this period, Yenepoya University will not enroll any new students into the program. While the (a) above occurs and all students have completed ICE program course material, Yenepoya University will not enroll any new students into the program.

## 1.7 Term

This SOW will be initially valid for a period of four years and will renew for periods of four years on the same terms and conditions unless: (1) terminated by either party prior to such expiration of the SOW in



accordance with the terms of the SOW and the Agreement or (2) renegotiated between the Parties. The parties can establish an agreed on interval to renegotiate the SOW.

## 1.8 Charges

See Appendix E: Training Charges - for the services provided under this SOW.

## 1.9 Additional Terms and Conditions

### 1.9.1 Data Processing Protection

IBM's Data Processing Addendum (DPA) at <http://ibm.com/dpa> and DPA Exhibit for IBM Systems Unit Services and Offerings at <https://www.ibm.com/technologyconnect/gdpr/index.xhtml?aliasId=Gdpr> apply to the processing of Client's personal data by IBM on behalf of Client in order to provide IBM Services, if and to the extent the i) European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at <http://ibm.com/dpa/dpl> apply.

### 1.9.2 Confidential Information

Notwithstanding anything to the contrary in the Agreement, the parties hereto agree that the IBM Agreement for the Exchange of Confidential Information ("AECI") shall govern the obligations and rights of the parties with respect to any Information (as defined in the AECI) exchanged between the parties during the term of this SOW. The AECI is incorporated into, and subject to, this SOW, and is located at:

<https://www.ibm.com/support/customer/csol/terms/?cc=us&lc=en>

(which location may be changed from time to time). The terms of this SOW shall be considered confidential information under the AECI.

### 1.9.3 Compliance with Laws and Regulations

Each party is responsible for complying with: i) laws and regulations applicable to its business and content, and ii) 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.

Client acknowledges that IBM may use global resources (non-permanent residents used locally and personnel in locations worldwide). Client shall not provide content that is export controlled or requires an export license by IBM or its Affiliates.

### 1.9.4 Termination

This SOW will be initially valid for a period of four years and on its expiry will renew for periods of four years on the same terms and conditions unless terminated by a Party prior to such expiry of the SOW in accordance with the terms of the SOW. Either Party may terminate the SOW with thirty days' written notice if the other Party commits a material breach of the terms and conditions enumerated in this SOW and fails to cure the same within the aforesaid notice period. Notwithstanding such termination, all the batches of students admitted to these Programs during the currency of this SOW will be taken to logical conclusion of their Program by both Parties wherein each Party would be bound to perform their Roles and Responsibilities as enumerated in this SOW.

IBM may terminate this SOW in full or in part, in the event:

(i) The student enrollment count falls below the mutually agreed upon threshold as stated in Annexure E - Charges.

(ii) Of default or delay in any payment due from Yenepoya University to IBM.

(iii) Of a Copyright/branding violation or a breach of any terms of the SOW by Yenepoya University.

Yenepoya University may terminate this SOW in the event:

(i) IBM fails to deliver the mutually agreed upon number of T3's & webinars, per the deliverables listed in Annexure C.

### 1.9.5 Indemnities

Yenepoya 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 this agreement, including the following:

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

Notwithstanding anything contained herein above, Yenepoya 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., Yenepoya University has no personal control.

#### 1.9.6 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 Yenepoya 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).

#### 1.9.7 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, Yenepoya University is entitled to recover damages from IBM regardless of the basis on which Yenepoya 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.

#### 1.9.8 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 Materials 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. The seat of arbitration will be Bengaluru and the cost of arbitration will be shared by the Parties.

#### 1.9.9 Publicity

IBM and Yenepoya 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.

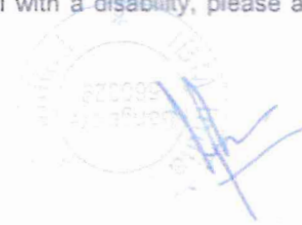
In addition each party agrees not to initiate or distribute any press releases, publicity matters or other promotional materials related to or referencing the subject matter of this Agreement without prior written approval of the other party.

#### 1.9.10 Accommodations for individuals with disabilities

If reasonable accommodations are required for an individual with a disability, please advise IBM of the accommodations in advance.

*K S Somayaji*

REGISTERED  
Dr. S. Somayaji K S  
Registrar  
Yenepoya (Deemed to be University)  
University Road, Deralakatte  
Mangalore 575 018, Karnataka.





**1.9.11 Patents and copyrights**

If a third party claims that the education materials we provide to you infringe that party's patent or copyright, we will defend you against that claim at our expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that you:

- a. promptly notify us in writing of the claim; and
- b. allow us to control, and cooperate with us in, the defense and any related settlement negotiations.

If such a claim is made or appears likely to be made, you agree to permit us to enable you to continue to use the education materials, or to modify or replace them. If we determine that none of these alternatives is reasonably available, you agree to return the education materials to us on our written request. We will then give you an appropriate credit for the returned materials.

This is our entire obligation to you regarding any claim of infringement.

We have no obligation regarding any claim based on your modification of education materials.

**1.9.12 Warranty**

WE MAKE NO WARRANTY AS TO RESULTS TO BE ATTAINED BY ATTENDING OUR CLASSES OR USING OUR EDUCATION MATERIALS.

**1.9.13 General**

You agree not to copy our copyrighted material without our prior written consent.

You agree not to use recording equipment in our classes without our prior written consent.

You agree not to use our trademarks, trade names, or other designations in any promotion or publication without our prior written consent.

Each party will be responsible for its own expenses in connection with this SOW.

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.

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.

**1.10 Acceptance**

IBM agrees to provide the Services provided Client accepts this SOW, without modification, by signing in the space provided below on or before {July 20<sup>th</sup>, 2020}.

This SOW, its Appendices and the Agreement identified below, are the complete agreement regarding Services, and replace any prior oral or written communications between us. Accordingly, in entering into this SOW, neither party is relying upon any representation that is not specified in this SOW including without limitation, any representations concerning 1) estimated completion dates, levels of service, hours, or charges to provide any Service, 2) the experiences of other Clients, or 3) results or savings Client may achieve.

Additional or different terms in any written communication from Yenepoya University (such as a purchase order) are void. Each party agrees that no modifications have been made to this SOW. This SOW cannot be modified except by a written agreement signed by the authorized representatives of Yenepoya University and IBM.

Each party accepts the terms of this SOW by signing this SOW (or another document that incorporates it by reference) by hand or, where recognized by law, electronically. Once signed, please return a copy of this document to the IBM address shown below. Any reproduction of this SOW made by reliable means is considered an original. If there is a conflict between the terms of this SOW and the Agreement, the terms of this SOW will govern.

*K. Somayaji*

Registrar

Yenepoya (Deemed to be University)  
University Road, Deralakatte  
Mangalore, 575 013



ATTESTED  
*[Signature]*

Dr. Gangadhara Somayaji K.  
Registrar  
Yenepoya (Deemed to be University)  
University Road, Deralakatte  
Mangalore 575 018, Karnataka

Agreed to:  
Yenepoya University  
By:

*Gangadhara Somayaji*

Authorized signature

Title: Dr Gangadhara Somayaji  
Registrar  
Name (type or print): Yenepoya (Deemed to be University)  
Mangalore 575 018  
Date: 23<sup>rd</sup> sept, 20

Client Address:

Agreed to:  
IBM India Private Limited  
By:

*Vithal Madysiker*

Authorized signature



Title: Program Director, IBM India  
Center for E  
Name (type or print): Vithal Madysiker  
Date: 28/9/20

Agreement name:  
IBM Client Relationship Agreement ("CRA" or  
"Agreement") located at:  
<https://www.ibm.com/support/customer/csol/terms/?cc=us&lc=enSS>

Agreement number/date:  
Agreement for Exchange of Confidential Information  
("AECI") located at:  
<https://www.ibm.com/support/customer/csol/terms/?cc=us&lc=enSS>

Statement of Work number:  
IBM Fax number:  
IBM E-mail address:

ATTESTED

*Gangadhara Somayaji*  
Dr. Gangadhara Somayaji K S  
Registrar  
Yenepoya (Deemed to be University)  
University Road, Deralakatte  
Mangalore 575 018, Karnataka.



## Appendix A: Project Procedures

### A - 1: Project Change Control Procedure

A Project Change Request ("PCR") is used to document a change and the effect the change will have on the Services. Both parties will review the PCR and agree to implement it, recommend it for further investigation, or reject it. IBM will specify any charges for such investigation. A copy of a Sample Project Change Request is contained in Appendix B.

### A - 2: Deliverable Acceptance Procedure

- a. Within five (5) business days of receipt, Client Point of Contact will either accept a deliverable or provide IBM with a list of requested revisions; otherwise the deliverable will be deemed accepted.
- b. The revisions recommended by Client and agreed to by IBM will be made and the deliverable will be resubmitted and deemed accepted.
- c. The revisions recommended by Client and not agreed to by IBM will be managed through the Project Change Control Procedure.


### A - 3: Escalation Procedure

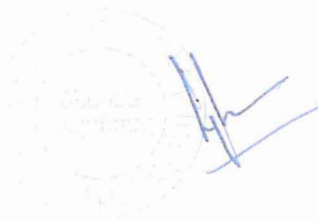
Client and IBM will meet to resolve issues relating to the Services.

- a. If an issue is not resolved within three (3) business days, Client's executive sponsor will meet with IBM's executive sponsor to resolve the issue.
- b. If the conflict is resolved, the resolution will be addressed through the Project Change Control Procedure.
- c. While a conflict is being resolved, IBM will provide Services relating to items not in dispute, to the extent practicable pending resolution of the conflict; Client agrees to pay invoices per this SOW.

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Yenepoya (Deemed to be University)  
University Road, Deralakatte  
Mangalore 575 018



## Appendix B: Sample Project Change Request

PROJECT CHANGE REQUEST (PCR)	
PCR Date:	Requested by:
PCR Number:	
This PCR must be approved by both parties and signed below on or before the offer expiration date before the PCR can be implemented. This offer will expire on {insert mm/dd/yyyy}, unless extended by IBM in writing. All other terms in the referenced SOW not affected by this PCR remain in full force and effect.	
The parties agree that this PCR modifies the existing referenced SOW as follows: {insert language regarding the changes to the SOW here}	
{insert language regarding the impact of the changes here... sample text is below}	
<p><b>If extending the date:</b> The new estimated End Date is {End Date}.</p> <p><b>If adding hours:</b> The additional estimated services hours for this PCR are {Number of hours}, at \${Hourly rate} per hour, for additional estimated professional services charges of \${Fee total}.</p> <p><b>If adding Fixed Fee Services:</b> The additional fixed fee for performing the Services defined in this PCR is \${Fee total}.</p> <p><b>If adding T&amp;L:</b> The additional estimated travel and living expenses (including actual transportation and lodging, and per diem meal expenses) for this PCR are \${Expenses}.</p>	
PCR Approval	
In entering into this PCR, you are not relying upon any representation made by or on behalf of IBM that is not specified in the Agreement or the SOW, including, without limitation, the actual or estimated completion date, number of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under the SOW. Each of us agrees that the complete agreement between us about these Services consists of 1) this Project Change Request, 2) the referenced SOW including any previous mutually-approved PCRs, and 3) the Agreement or any equivalent agreement in effect between us as identified in the SOW.	
Agreed to:	Agreed to:
{Client Legal Name}	International Business Machines Corporation
By (Authorized Signature):	By (Authorized Signature):
<b>DRAFT – NOT FOR SIGNATURE</b>	<b>DRAFT – NOT FOR SIGNATURE</b>
Title:	Title:
Name (type or print):	Name (type or print):
Date:	Date:
PCR Estimated Start Date (remove if not applicable):	Statement of Work Name:
PCR Estimated End Date (remove if not applicable):	Statement of Work Number:
	IBM Fax Number:
	IBM Internet ID:

*K. Somayaji*



**ATTESTED**

*K. Somayaji*  
**Dr. Gangadhara Somayaji K S**  
 Registrar  
 Yenepoya (Deemed to be University)  
 University Road, Deralakatte  
 Mangalore 575 018, Karnataka.



## Appendix C: Roles and Responsibilities

### 1. IBM Responsibilities

#### Project Management

IBM will provide project management for the IBM responsibilities in this SOW. The purpose of this activity is to provide technical direction and control of IBM project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

#### **Planning**

IBM will:

- a. review the SOW and the contractual responsibilities of both parties with your Point of Contact;
- b. maintain project communications through your Point of Contact;

#### **Project Tracking and Reporting**

IBM will:

- a. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Point of Contact;
- b. review the IBM standard invoice format and billing procedure to be used on the project, with your Point of Contact;
- c. work with your Point of Contact to address and resolve deviations from the project plan;
- d. administer the Project Change Control Procedure with your Point of Contact; and
- e. coordinate and manage the technical activities of IBM project personnel.

In addition to Project Management, IBM will also provide the following:

#### *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 SMEs.
- Availability of specialization courseware for Students enrolled under the Programs at Yenepoya 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*



##### *(i) Ecosystem platform support.*

- The web portal – an online ecosystem platform - provided by the IBM authorized training partner, to be the underlying framework for the engagement between IBM, Yenepoya University and the Yenepoya University students who take admission under the joint Programs. The students will access online, the IBM specialization course material and other online collaborative environment functionalities. In situations where the eco-system platform needs to be replaced during the course of delivery for certain reasons, IBM will replace it with a functionally similar platform.
- 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.
- IBM to provide access to the online platform for every student enrolled into the program for the duration of the course fee charged for that student.
- 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 Yenepoya University.
- IBM to provide 5 copies of the printed courseware books for IBM specialization subjects to the campus Library.



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(ii) 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 Yenepoya University Faculty. The dates, frequency, and venue will be shared by IBM. In some cases, the venue may be in an off-site location.

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 Yenepoya 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 the Project Change Control Procedure in Appendix A.

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

c) Other support

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

Delivery component	Delivery details
Curriculum workshop	Once at the beginning of the engagement. Any further requirement for curriculum workshop/updates will be arranged with the University using a Project Change Request.
Teach the Teacher (T3)	Once per program per course for the upcoming course to be introduced for the first time. If the same course is getting repeated in another program/specialization, the T3 will be delivered only on it's first occurrence. Each program specialization will have the following maximum number of courses:  IBM courses for curriculum integrated undergraduate program to be delivered across three years; Year 1 - 2 courses. Year 2 - 3 courses. Year 3 - 2 courses.
Industry Guest Lecture F2F campus visits (for 2 <sup>nd</sup> & 3 <sup>rd</sup> year students)	Twice per semester.
IBM Program Manager / team visit to the campus	Once per year.
Poster competition	Once in the first semester in the University campus announced by IBM. The competition will be announced and executed using the online ecosystem platform.
Certificate of completion (for Students)	One consolidated completion certificate or badge in relation to the completion of Program shall be provided, on being informed by the University, about the successful completion of the Program 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 or badges of completion to those students.
Certificate of completion (for Faculty)	One completion certificate or badge for participation and completion of each Teach the Teacher (T3) program/attended, shall be provided, on being

*Dr. Gangadhara Somayaji K S*  
Registrar



	informed by Yenepoya 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

## 2. Yenepoya University's Responsibilities

Prior to the start of the engagement, Yenepoya 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 Yenepoya University's behalf in all matters regarding this SOW. Yenepoya University Point of Contact will:

### a. Assist in the curriculum management

- Nominate Curriculum Program Managers for each Program being run under this SOW.
- 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 Yenepoya University Programs.

### b. Manage the administration of the Program

- Nominate a Single Point of Contact (SPOC) for coordination with IBM.
- Nominate Yenepoya University faculty for the courses under this SOW, 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 Yenepoya 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.
- Yenepoya 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.

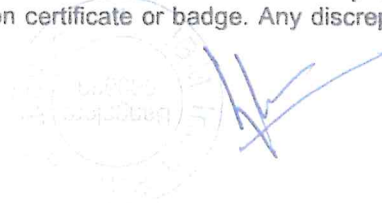
### d. Other responsibilities

- 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. Yenepoya University shall provide usage reporting of the cloud based platform at regular intervals.
- Manage excellent Placement record for students enrolled in the joint Programs.
- Yenepoya University has the responsibility to give the details of the students every semester.
- Yenepoya University will also own the communication to IBM of the successful completion of student graduation based on which IBM will issue the completion certificate or badge. Any discrepancies on this will be the responsibility of Yenepoya University.

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Yenepoya (Deemed to be University)  
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Manipal, Karnataka

*G. Somayaji*  
Registrar  
Yenepoya (Deemed to be University)



- IBM's responsibilities are dependent on Yenepoya University fulfilling their responsibilities and that Yenepoya University will own the students' responsibility if they fail to comply with any of their responsibilities or default on payment. IBM may withdraw its services / cancel the SOW, if Yenepoya University defaults on payment and IBM will not be responsible for any consequences / student dissatisfaction / failure.

*e. University/Institution General Responsibilities*

IBM/IBM partner's performance is dependent on Yenepoya University's management and fulfillment of its responsibilities under this SOW and the SOW specified below, at no charge to IBM. Any delay in performance of Yenepoya 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. Yenepoya University will:

- make appropriate personnel available to assist IBM/IBM partner 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: 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/IBM partner 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, on instructor arrival, there are setup issues and the instructor is unable to get the environment up and running within a reasonable period, the engagement will be rescheduled and an additional fee will be levied. For the purpose of this SOW, a "reasonable period" is defined as not to exceed three hours. A Project Change Request will be required to reschedule the engagement;
- if required, provide IBM/IBM partner personnel with access at the Yenepoya 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 Yenepoya University campus;
- unless facilities are provided by IBM/IBM partner, be responsible for the secure storage of all IBM-owned hardware and software while at the Yenepoya University premises;
- allow IBM to cite university name and the general nature of the Services IBM performed for the Yenepoya University to IBM's other clients/partners and prospective clients/partners as an indication of IBM's experience, unless both Yenepoya University and IBM specifically agree otherwise in writing;
- agree that IBM and its subcontractors/partners may process the business contact information of the Yenepoya University, its employees and contractors worldwide for our business relationship, and the Yenepoya 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/IBM partner. Yenepoya University also agrees that with respect to data that is transferred or hosted, Yenepoya 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. Yenepoya University is solely responsible for obtaining advice of legal counsel as to the compliance with such laws and regulations;

*Dr. Gangadhara Somayaji*



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Dr. Gangadhara Somayaji  
Registrar  
Yenepoya University  
Deralakot Mangalagiri, Karnataka



- 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.

### 3. Joint Programs

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

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

Yenepoya 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 Yenepoya University, and announce it through the Yenepoya University website.


### 4. Course Administration Process

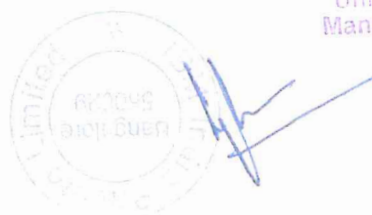
- Student will enroll at Yenepoya University every year in the selected Programs for that Academic Year.
- Database of enrollments will be shared with IBM after the admissions process is completed, but not later than September 30<sup>th</sup> of the year.
- Batches will commence as per university/institute schedule.
- IBM will provide Program Access for the portal to all enrolled students.
- Yenepoya University will plan and deliver the classes and labs as per the academic requirement.

### 5. Academic Engagement

The list of initial Programs, proposed to be commenced by Yenepoya University under this SOW is listed under Appendix D: List of Programs.

The commencement date for the above Programs will be mutually decided by Yenepoya University and IBM. Efforts will be made to launch these Programs beginning with the {2020-21} Academic Year.

  
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 Mangalore 575 018



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 Registrar  
 Yenepoya (Deemed to be University)  
 University Road, Deralakatte  
 Mangalore 575 018, Karnataka.

## Appendix D: List of Programs

The following is the list of specialization programs available:


- Specialization in Cloud Computing & Virtualization
- Specialization in Open Computing
- Specialization in Mobile Application Development
- Specialization in Telecom Informatics
- Specialization in Healthcare Informatics
- Specialization in E-Commerce, Retail & Automation
- Specialization in Banking, Financial Services and Insurance
- Specialization in Cyber Security & Forensics
- Specialization in Graphics & Gaming
- Specialization in Manufacturing Systems
- Specialization in IT Infrastructure
- Specialization in Internet of Things and Smarter Cities
- Specialization in Mainframe Technology
- Specialization in Data Analytics
- Specialization in Oil & Gas Informatics
- Specialization in Artificial Intelligence and Machine Learning

The proposed Yenepoya University curriculum integrated under graduate programs to be commenced, in association with IBM by Yenepoya University from the year 2020-21, under this agreement are:

- Specialization in Data Analytics for BBA students
- Specialization in Cyber Security & Forensics for BCA and Forensics students

The IBM Certificate for Advanced Technologies will be offered for all students of Yenepoya university in the above two selected specialization areas from the year 2020-21.

If Yenepoya University wants to offer any new IBM specialization program from the above list, then Yenepoya University will have to make a request to IBM and it will be handled under the Project Change Control Procedure. This will need to be approved by IBM and may result in additional charges to be incorporated in the Charges section in Appendix E.

  
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Yenepoya (Deemed to be University)  
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Mangalore 575 018, Karnataka.





## Appendix E: Training Charges

IBM will invoice you for the Services performed in accordance with the table below, plus applicable taxes, in connection with the Services. Amounts are due upon receipt of the proforma invoice from IBM and payable before the due date mentioned in this agreement to IBM account. Late payment fees may apply.

Academic Year	2020-21	2021-22	2022-23	2023-24
Expected Number of students	120	300	480	540

Per student (per year) fee to be paid to IBM;

- Three year (curriculum integrated under graduate) program (in INR): Rs.22,500/- (plus applicable taxes) per year.
- If the new batch of student enrollment is below 160 students for the academic year 2021-22 / 2022-23 / 2023-24 (combination or all), the per student (per year) fee to be paid to IBM would be calculated at Rs. 26,000/- for a minimum of 160 students per year (for that student batch) during each of the three years of study. Yenepoya University would pay for a minimum batch size of 160 students at Rs. 26,000 per student per year. The student batch of 2020-21 (120 students) would continue to pay at Rs. 22,500/- per student per year during each of the three years of study.

The IBM fees for years beyond 2023-24 will be revised upwards, as per the mutual agreement between IBM and Yenepoya University through a Project Change control.

2020-21 Academic Year;

Yenepoya University will pay IBM Rs.10,00,000 at the time of signing the agreement, for the following deliverable;

- IBM ICE Branding support.

The agreement and it's deliverables will not be actioned, if the Yenepoya University does not make the above payment of Rs.10,00,000 to IBM for the T3 workshop and IBM ICE branding support.

It must also be noted that the hardware, software and infrastructure implementation (as defined, but not restricted to, under the section "e. University/Institute General Responsibilities" inside Annexure A, ii. Yenepoya University Responsibilities), for offering and running the IBM courses, will be the responsibility of Yenepoya University and which must have been implemented before the IBM ICE program course commencement at Yenepoya University campus.

The student fee payment, by Yenepoya University to IBM, for student Courseware & Program access to be paid by September 5th every year.

2021-22 Academic Year onwards;

Yenepoya University will pay IBM Rs.20,00,000 for the Teach the Teacher (T3) workshop / IBM ICE Branding support by May 1st every year, for the year 2021 onwards.

The payment for T3 workshop / IBM ICE Branding support 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.

The student fee payment, by Yenepoya University to IBM, for student Courseware & Program access to be paid by September 5th every year.

Notes:

- (1) Yenepoya University will enroll 120 students in the academic year 2020-21, 300 students for the academic year 2021-22 and 480 students from the academic year 2022-23 onwards.
- (2) The actual payment to IBM by Yenepoya University will be calculated, on the basis of the per student rates provided above, depending upon the actual number of students enrolled into the program or the minimum number of students committed by Yenepoya University to IBM in this agreement, whichever is greater.

*KS Somayaji*

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Dr. Gangadhara Somayaji K S

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Mangalore 575 018, Karnataka.

- (3) If the new batch of student enrollments falls below 120 students for the academic year 2021-22 or below 280 total number of enrollments, in any academic year from the academic year 2021-22 onwards, IBM will have an option to withdraw from the program.
- (4) The advance payment for the IBM ICE program branding/T3 workshop is non-refundable. However, it is adjusted against the student fee, at the time of paying the fee to IBM for the student enrollments for that academic year.
- (5) A minimum number of 50 students is required to start a new specialization/batch that has been mutually agreed between University and IBM. If not, students enrolled for that specialization will be redeployed to other specializations.
- (6) 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.
- (7) All applicable statutory taxes and duties to be borne by Yenepoya University.
- (8) 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 Yenepoya University agrees to pay that amount as specified in an invoice. IBM shall pay all collected taxes to the appropriate taxing authority. If Yenepoya University supplies 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, Yenepoya 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.

Yenepoya University 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, University/institute 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 Yenepoya University not mentioning the correct PAN of IBM, Yenepoya University 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 Yenepoya University, Yenepoya University shall compensate IBM to the extent to which credit is not provided to IBM.

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Dr. Gangadhara Somayaji K S  
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*[Handwritten Signature]*

Registrar  
Yenepoya (Deemed to be University)  
University Road, Deralakatte  
Mangalore 575 018





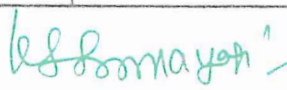
### Appendix F: Software BOQ & Charges

Security BOQ		
Part Number	Product Description	Quantity
D0THQLL	IBM Security Guardium Aggregator Software Appliance Install License + SW Subscription & Support 12 Months	2
D0THSLL	IBM Security Guardium Collector Software Appliance Install SW Subscription & Support 12 Months	2
D1E0JLL	IBM Security Guardium Vulnerability Assessment for Databases Resource Value Unit (MVS) License + SW Subscription & Support 12 Months	2
D1NE3LL	IBM Security Guardium Data Protection for Databases Resource Value Unit (MVS) License + SW Subscription & Support 12 Months	5
D1RNCLL	IBM QRadar Software Install License + SW Subscription & Support 12 Months	1
D1RP3LL	IBM QRadar Event Capacity 2.5K Events Per Second License + SW Subscription & Support 12 Months	1
D1S2JLL	IBM QRadar Software Node Install License + SW Subscription & Support 12 Months	1

Analytics BOQ		
Part Number	Product Description	Quantity
D10N7LL	BM SPSS Modeler Gold Concurrent User License + SW Subscription & Support 12 Months	15

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COMMERCIALS		
Sl no	Description	Amount in INR
1	Supply, Delivery and installation of IBM Software	94,93,00,000 ( Ninty Four Lakhs Ninty three Thousand only )
	Q Radar	
	Guardium	
	SPSS Statistics	

**Terms & Conditions –**

a) Prices are in INR. Please issue the order in the name of  
**“Nihon Communication Solutions (P) Ltd”**

**Quote ref # NCS/IBM/YENOPEYA/20200611**

b) Orders once placed cannot be cancelled at any cost for any reason whatsoever.

c) Price Validity – 19<sup>th</sup> June

d) Delivery : 1 – 2 weeks from the date of purchase order.

e) Taxes : To be paid extra, as applicable

f) Software usage terms:

License are perpetual in nature.

g) Support and Subscription:

First-year: Included and is part of the 1st year license fee agreed

Second year onward approximately 22% of the software price.


h) Installation & Support :

IBM Business Partner to complete one time installations and implementations for the first deployment.  
 IBM Business Partner to provide support services (for ex: Re-installations, troubleshooting etc) for future year at Rs 30,000 + taxes per day (including travel, stay & all other expenses), whenever necessary at Yenepoya University.

i) Payment terms – As per the terms & Conditions agreed with IBM Global Finance.

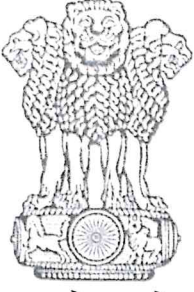
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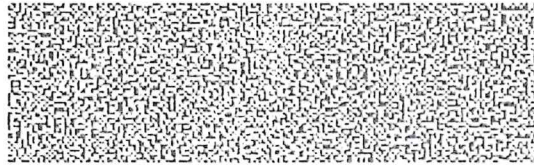
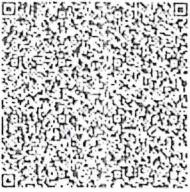
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Government of Karnataka

e-Stamp

Certificate No. : IN-KA85292103614836S  
Certificate Issued Date : 18-Jul-2020 11:13 AM  
Account Reference : NONACC (FI)/ kacrsfi08/ MANGALORE9/ KA-DK  
Unique Doc. Reference : SUBIN-KAKACRSFL0873071795597469S  
Purchased by : YENEPLOYA DEEMED TO BE UNIVERSITY  
Description of Document : Article 5(J) Agreement (In any other cases)  
Property Description : IBM CLIENT RELATIONSHIP AGREEMENT  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : YENEPLOYA DEEMED TO BE UNIVERSITY  
Second Party : IBM INDIA PVT LIMITED MUMBAI  
Stamp Duty Paid By : YENEPLOYA DEEMED TO BE UNIVERSITY  
Stamp Duty Amount(Rs.) : 300  
(Three Hundred only)



Please write or type below this line

**Client Relationship Agreement**

**Yenepoya (Deemed to be University) Mangalore**

**&**

**IBM India Private Limited, Mumbai.**

**ATTESTED**

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*ks Somayaji*  
Registrar

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## 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:

- a. reproducing copyright notices and other markings;
- b. ensuring anyone who uses the Program does so only for Client's authorized use and complies with the license;
- c. not reverse assembling, reverse compiling, translating, or reverse engineering the Program; and
- d. 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.

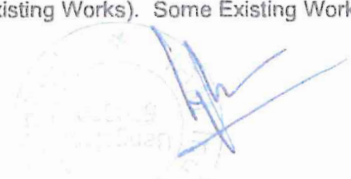
Any changes to the Service Description by IBM will be effective upon the next agreed renewal or extension. IBM may modify the computing environment used to provide a Cloud Service, without degrading its functionality or security features.

### 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

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Registrar



Page 1 of 5  
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Mangalore 575 018, Karnataka



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](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.

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Registrar

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Page 2 of 5  
Dr. Gangadhara Somayaji K S  
Registrar  
Yenepoya (Deemed to be University)  
University Road, Deralakatte  
Mangalore 575 018, Karnataka.



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

ACCEPTED  
Srinivasa Somayaji KS  
Registrar  
Yenepoya (Deemed to be University)  
University Road, Deralakatte  
Mangalore 575 018, Karnataka.

Handwritten signature: Srinivasa Somayaji

Handwritten signature



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 permits 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.

ATTESTED

Dr. Gangadhara Somayaji K S  
Registrar  
Yenepoya (Deemed to be University)  
University Road, Deralakatte  
Mangalore 575 018, Karnataka.

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Registrar  
Yenepoya (Deemed to be University)  
University Road, Deralakatte



Page 4 of 5

to:  
Company Name:

*K S Somayaji*

Authorized signature

Title: *Dr Gangadhara Somayaji*  
Name (type or print): Registrar  
Date: *Yenepoya (Deemed to be University),  
Mangalore 575 018*  
Client number: *23-15912*  
Enterprise number:  
Client address:

Agreed to:  
IBM India Private Limited

By *[Signature]*  
Authorized signature

Title: *Program Director, IBM Innovation Center  
for Education*  
Name (type or print):  
Date: *Vithal Hodyalke*  
Agreement number: *28/9/20*

IBM address:

**ATTESTED**  
*[Signature]*

**Dr. Gangadhara Somayaji K S**  
Registrar  
Yenepoya (Deemed to be University)  
University Road, Derafakatte  
Mangalore 575 018, Karnataka.





## 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).

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Dr. Jayadhara Somayaj. Registrar  
Yenapaya (Deemed to be Unive  
University Road, Deralaka  
Mangalore 575 018, Karnat

Agreement for Courses and Education Materials - India

Registrar  
Yenapaya (Deemed to be University)  
University Road Deralakattu

Page 1

## 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

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Page 2



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 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.

ATTESTED

Dr. Sampadha Somayaji KS  
Registrar  
Wenebaya (Deemed to be University)  
University Road, Deralakatte  
Mangalore 575 018, Karnataka.

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.

Agreement for Courses and Education Materials - India

  
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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 your business.

ATTESTED

Dr. Gangadhara Somayaji K:  
Registrar  
University of Mysore (Deemed to be University)  
Mysore University Road, Deralakatte  
Mysore - 570 005, Karnataka.

*[Handwritten signature]*

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.

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Agreed to:

Customer Company name:

By

*ks Somayaji*

Authorized signature

*Dr Gangadhara Somayaji*

Name (type or print):

Registrar  
Yenepoya (Deemed to be University)  
Mangalore 575 018

Date:

*23<sup>rd</sup> Sept, 20*

Customer Identification number:

Customer address:

Agreed to:

IBM India Private Limited

By

*[Signature]*

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Name (type or print):

*Prog. Director, IBM Innovation center for Education*

Date:

*Vithal Madyalkar*  
*28/9/20*

Agreement number:

IBM address:

No. 12, Subramanya Arcade, Bannerghatta Main Road,  
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After signing, please return a copy of this Agreement to the "IBM address" shown above.

ATTESTED

*[Signature]*

Dr. Gangadhara Somayaji K S  
Registrar  
Yenepoya (Deemed to be University)  
University Road, Deralakatte  
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