

IBM Memorandum of Understanding
IBM Global University Programs

Between Dr. Ambedkar Institute of Technology, Bengaluru and IBM

This is a Memorandum of Understanding (MOU) between International Business Machines Corporation ("IBM Corp") and Dr. Ambedkar Institute of Technology. The purpose of this MOU is to confirm the collaboration between Dr. Ambedkar Institute of Technology and IBM with respect to our intention to work together in the areas of skills, curriculum development, and research, subject to negotiation of a mutually acceptable definitive written agreement(s).

To ensure that the parties understand the nature and the purpose of these discussions so that no misunderstanding occurs, we wish to document the status of the parties' discussions as of this date and provide a framework for ongoing discussions. This MOU sets forth the intentions and understandings of the parties to facilitate our subsequent discussions and evaluations.

Objectives

Dr. Ambedkar Institute of Technology's academic and collaborative interests with this potential relationship are initially focused in the following areas:

- Artificial Intelligence
- Blockchain
- Quantum
- Cloud
- Cybersecurity
- Data Science
- Internet of Things
- Design Thinking

IBM's business interests specific to this potential relationship are initially focused in these areas:

- To build meaningful lasting relationships with universities around the globe,
- Aligned with IBM's Global Ecosystem spanning 170 countries,
- Focused on:
 - Research Innovation - IBM Research engages with strategic university relationships and collaborates on projects that will help fill the highest priority capability gaps.
 - Global Collaboration – IBM Global University Programs collaborates with a broader set of researchers aligned with strategic challenges, sharing state of the art ideas
 - Skills and Recruiting – IBM assists with courses and training resources for faculty, students and partners.
 - IBM University Awards – IBM Global University Programs sponsors various competitive awards for faculty and universities worldwide.

In engaging in such a relationship, Dr. Ambedkar Institute of Technology and IBM believe that each institution will benefit from expanded opportunities in the research, skills and curriculum development space. Dr. Ambedkar Institute of Technology and IBM intend to regularly review the status and progress of this potential relationship with respect to the following areas. These discussions are non-binding.

IBM Responsibilities

Under the proposed relationship, IBM intends to:

- Assist with skills development and curriculum improvements by making available select software, courseware, and other resources of the IBM Academic Initiative
- Provide faculty and students with the opportunity to explore educational resources, tutorials, and experiment with quantum devices through the IBM Q Experience.
- Make the Hyperledger Project using IBM Blockchain available to faculty and students - IBM has made nearly 44,000 lines of code available to the open source Hyperledger Project and is among more than 90 companies supporting the Hyperledger Project, a nonprofit organization openly-governed by the Linux Foundation dedicated advancing blockchain technology.
<https://www.ibm.com/blockchain/hyperledger.html>

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- Collaborate to deploy the IBM Skills Academy, including
 - Online learning resources
 - Cloud access for hands on labs
 - Curated content
 - New industry assets as technology changes
 - Digital Certificates
- Make available information about the IBM University Award Programs. As appropriate, IBM will work with Dr. Ambedkar Institute of Technology to submit joint applications for awards, subject to the selection procedures.
- Identify, if possible, volunteer IBM University Ambassadors interested in academic roles, including answering technology questions, providing guest lectures, mentoring students, or participate in projects.
- Invite the Dr. Ambedkar Institute of Technology to IBM led Hackathons, Bootcamps, Webinars and Faculty Development Programs

Dr. Ambedkar Institute of Technology Responsibilities

Under the proposed relationship, Dr. Ambedkar Institute of Technology intends to:

- Provide updates to IBM regarding research or curriculum development in strategic areas important to IBM, such as Artificial Intelligence, Blockchain, Cloud, and/or Quantum Computing.
- Invite qualified IBMer(s) to become a member of Department Advisory Committees or other opportunities for Industry feedback on campus.
- Subject to availability and the sole determination of Dr. Ambedkar Institute of Technology, provide space for IBM posters or displays on campus.

General terms

- A. Term and Termination.** This MOU commences from the date of execution for a period of one year and will guide the further discussions of the parties until the signing of a definitive agreement, if any. This MOU will guide the further discussions of the parties until the signing of a definitive agreement, if any. After such date, neither party shall have any further obligations to the other party pursuant to this MOU, except as expressly provided in this MOU. This MOU and the negotiation of a definitive agreement are terminable at will by either party. All discussions, proposals, term sheets, draft agreements and other similar materials will be null and void if discussions are terminated.
- B. Nonexclusive Relationship.** This MOU outlines a non-exclusive commercial relationship between IBM and Dr. Ambedkar Institute of Technology. Nothing contained in this MOU shall be deemed to be a restriction of any type on either party's ability to freely compete or to engage "partnering" relationships with other entities. Any decision by either party to forego, or engage in any other business opportunity or any other activity, to alter any business plan or direction, or to make any investment in anticipation of the consummation of any transaction contemplated by the parties, is at the sole discretion of the party electing to do so, and will not create any actual or potential liability or obligation for the other party, even if that party is aware of, or has been informed of or has indicated approval of any such action, decision or election unless agreed to otherwise in an agreement signed by both parties. In the event of termination of this MOU, neither party will be restricted because of these discussions and in any event each party is free to pursue a similar business relationship with others at any time.
- C. Preliminary Nature of Discussions.** During the parties' discussions, the parties will likely exchange written or oral proposals, term sheets (including without limitation the responsibilities' outline contained herein), draft agreements or other similar materials. Neither party may rely on, be bound by, or have any obligation under any such discussion, proposal, term sheet, draft agreement or other preliminary material, even if signed by one or both parties, except for a definitive written agreement signed by an authorized representative of each party that encompasses the subject matter of any such materials. In addition, the parties agree as follows:

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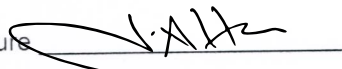
1. The parties acknowledge and agree that the proposed business relationship between the parties and the execution of the definitive agreement by Dr. Ambedkar Institute of Technology and IBM is subject to all applicable legal and regulatory requirements and all necessary corporate and other approvals of the parties and their respective shareholders, members and/or partners.
2. Neither Dr. Ambedkar Institute of Technology nor IBM nor any of their respective shareholders, members, partners or affiliates will issue any release or other publicity concerning this MOU except with the prior written approval of the other party. The parties agree to cooperate with respect to any news release or other publicity regarding the foregoing.
3. This MOU shall be read and interpreted with all changes of gender or number required by the context according to the ordinary and usual meaning of words, but words with recognized technical or trade meanings shall be interpreted according to such recognized meanings.
4. The cost incurred by each party with respect to these discussions, and all subsequent negotiations of the proposed agreement, whether resulting in an agreement or not, and including without limitation legal and attorney, technical and research, financial and other advisory fees, will be borne solely by the party which incurred them.

D. Export: Dr. Ambedkar Institute of Technology acknowledges that the U.S. Export Administration Act of 1979, as amended, (and its implementing regulations, as amended) prohibit the export of technology, software and/or commodities to certain specified countries. Each party agrees to comply and to reasonably assist the other in complying with applicable government export and import laws and regulations. Further, each party agrees that unless authorized by applicable government license or otherwise permitted by regulation, including but not limited to U.S. authorization, both parties will not directly or indirectly export or reexport, at any time, any technology, software and/or commodities furnished or developed under this or any other, Agreement between the parties, or its direct product, to any prohibited country (including release of technology, software and/or commodities to nationals, wherever they may be located, of any prohibited country) as specified in applicable export, embargo, and sanctions regulations. This section will survive after termination or expiration of this Agreement and will remain in effect until fulfilled.

This MOU supersedes all prior proposals and discussions and is the complete and exclusive statement of the understanding between IBM and Dr. Ambedkar Institute of Technology as to the subject matter. This MOU cannot be modified except by a comprehensive writing signed by an authorized representative of each party that specifically amends this MOU. If this document adequately sets forth your understanding of our intentions, please indicate your agreement by signing below and return via email.

Acknowledged for:

IBM

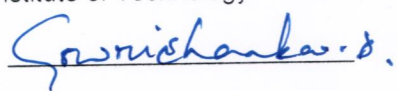
Signature: 

Name: Naguib Attia

Title: VP, IBM Global University Programs

Date: 1/21/2022

Dr. Ambedkar Institute of Technology

Signature: 

Print name: Dr. Gowrishankar. S

Title: Dean (Industry Institute Interaction)

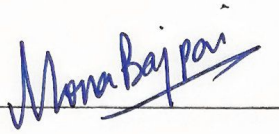
Date: 19-01-2022

DEAN
(Industry - Institute - Interaction),
Dr. Ambedkar Institute of Technology,
Bengaluru - 560056,
Karnataka, India.

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IBM

Signature



Name: Mona Bharadwaj

Title: IBM Global University Programs – India Leader

Date:

7 FEB 2022