

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after referred to as MoU) is entered into on this (01) of (07) (2010) between Computer Science & Information tech., under (J D College of Engineering), (Nagpur) herein referred to as J D College of Engineering, and IBM India Private Limited ('IBM') located at Subramanya Arcade 1, Bannerghatta Road, Bangalore. The scope of the MoU, the roles and responsibilities of the parties of the MoU are given below:

Alliance Objective

This document outlines a strategic understanding between IBM and J D College of Engineering, Nagpur to work together to offer the University Program. The primary aim of this partnership is to aid J D College of Engineering, Nagpur in establishing a high quality people repository in software technologies. This will help J D College of Engineering, Nagpur teach and train their students on strategic technologies and to position them to support India's Information Technology initiative.

As opposed to a one time implementation, this is a strategic initiative and requires the total commitment of both IBM and J D College of Engineering, Nagpur. The University Program initiative would allow J D College of Engineering, Nagpur, one of the foremost institutions in India in the field of Education, and imparts training, among others in Computer Applications and Information technology faculties, to design world-class curriculum capable of delivering high caliber IT skills required in the fast changing IT marketplace.

NOW THIS MoU WITNESSETH AS FOLLOWS:

DEFINITIONS AS USED IN THIS MoU:

"MoU" means this instrument executed by IBM and J D College of Engineering, Nagpur, and subsequent amendments issued to the **MoU** by mutual consent as provided herein.

"Program" means the University Program that is the subject of this MoU.

"Software" or **"Product"** means the IBM computer software packages identified for introduction in the Program, refer **Annexure "A"**

"Curriculum" means the IBM Course that is integrated with the J D College of Engineering, Nagpur's Main Course, elective or Projects.

1. BENEFITS TO THE J D College of Engineering, Nagpur

- 1.1 Opportunity to emerge as one of the competent entities in the academic circles in research and development in the area of Information Technology;

- 1.2 Opportunity to be recognized by the industry and academic circles as one of the preferred locations for acquiring training and skills development in latest technology and software
- 1.3 Opportunity to utilise the Program to train students on IBM Software products and technologies.
- 1.4 Opportunity for the faculty and students of J D College of Engineering, Nagpur to design world class curriculum capable of delivering the caliber of IT skills required at present and also for the future
- 1.5 Opportunity for students to avail IBM Certification, which is valid across the globe through the Sylvan Prometric Testing Centre.

1.2 Benefits to IBM

- 1.2.1 Creation of a resource pool of IBM Software professionals to boost the existing skill level in the country.
- 1.2.2 Inclusion of IBM Software and technologies in the course curriculum of J D College of Engineering, Nagpur.
- 1.2.3 Availability of skilled students from the Program for projects which would benefit IBM Customers as well as the Business Partners of IBM.

2. RELATIONSHIP BETWEEN THE PARTIES

- 2.1 Neither J D College of Engineering, Nagpur nor IBM is or will be an agent or legal representative or partner of the other. Neither of them is or shall be responsible for the debts incurred by the other or be bound by any contracts or representations made by the other or any obligations undertaken by the other. Neither of them is or shall be an employee or franchisee of the other, nor does this MoU create a joint venture or any similar relationship between them.
- 2.2 Neither party will make any representations pertaining to the other or its business or affairs, without the express prior written consent and approval of the other.

3. Areas of Collaboration

3.1 IBM

- 3.1.1 Software as mentioned in Annexure A made available to the J D College of Engineering, Nagpur.
- 3.1.2 Curriculum design as agreed with IBM

3.2 J D College of Engineering,Nagpur

- 3.2.1 Setting up, operating & maintaining the infrastructure required for training.
- 3.2.2 Promotion of the IBM Software Certification Program among the students; The costs for the same to be borne by the student.
- 3.2.3 Making available faculty, as per mutual convenience, for conducting training on site or customer premises on Payment Basis.
- 3.2.4 Supporting IBM in conducting fests/competitions for students in the college.
- 3.2.5 Maintenance of trained faculty members for training on IBM technology.

4. MONITORING OF IMPLEMENTATION

A Co-ordination Committee consisting of two faculty members of J D College of Engineering,Nagpur and two officers nominated by IBM will do the planning and monitoring of the implementation of the various aspects of this MoU. There will be an annual review. This review would primarily focus on the curriculum progress, faculty availability and certification.

5. INTELLECTUAL PROPERTY

Title to the intellectual property rights of the software furnished by IBM will at all times remain proprietary to IBM, which however, hereby grants to J D College of Engineering,Nagpur, non-exclusive, royalty-free license to use the same internally. The software's being provided to J D College of Engineering,Nagpur through this MoU shall be governed by the applicable licence agreements of the respective softwares. J D College of Engineering,Nagpur unconditionally agrees to comply with such terms and conditions.

6. LIMITATION OF LIABILITY

Under no circumstances is IBM liable for J D College of Engineering,Nagpur's loss of, or damage, to records or data, as also claims for special, incidental, or indirect damages or for any economic consequential damages (including loss of profit or savings) even if IBM is informed of its possibility.

7. GENERAL

1. This MoU may be terminated by either party through a notice of one month. Either party may terminate this MoU if either of the parties is frustrated by reasons beyond

it's control from going ahead with the implementation of the provision of this MoU. The provisions contained in Clauses 5 (“Intellectual Property Rights”), 6 (“Limitation of Liability”) and 7 will survive any such termination.

2. Neither parties will make any presentations pertaining to the other or its business or affairs, without the express written consent and approval of other.
3. It is understood that during the course of this MoU it may be necessary for either party to disclose confidential/proprietary information to the other. The disclosure of any such information or data between the parties shall be made pursuant to an executed Confidentiality Agreement.
4. All costs incurred by a party pursuant to this MoU shall be borne by the party who incurred the costs.
5. There shall be no liability on the part of any party to the other arising from the termination of this MoU.
6. This MoU is not binding on either of the parties hereto, except as specifically set out hereto. This MoU is intended to express the broad understanding of the parties and as a broad framework for working together on a specific opportunity as detailed herein.
7. The terms of the applicable software license agreements and terms relating to confidentiality under this MoU shall survive the term of the MoU.
8. Neither party may use the other's corporate name or any trade mark or name or any other items or assets protected by intellectual property rights, including but not restricted to, use in any promotional material, press releases, advertisements, communications, stationery, web sites, or the like.
9. The IBM software programs offered under the said MoU are for the specific purpose set forth in the MoU, namely for training the bonafide students of the University on IBM software, and not for any other commercial purposes.
10. Neither party will disclose the existence, or the terms and conditions, of this MoU or any information connected with it or any information received from the other or otherwise during the implementation of this MoU or its subsequent amendments, if any, except as may be required by law or on a strictly “need-to-know” basis for the purpose of implementing this MoU, or its subsequent amendments, if any, unless express prior written consent of the other party shall have been obtained in advance.
11. Save for their respective rights and obligations relating to Intellectual Property Rights (including the ownership of the Intellectual Property) as mentioned in Clause herein above, neither party is liable to the other for any damages or claims.
12. Unless previously consented to by both parties, there shall be no assignment of any interest under this MoU by any party hereto.

13. The laws of the Republic of India shall govern this MoU.
14. This MoU supersedes all proposals or other prior representations or communications, either oral or written.
15. All communication between the parties shall be in writing and in English Language.

Summary

IBM recognizes the significance of the J D College of Engineering, Nagpur's initiative to be the leader in the field of IT related academia in the country. IBM proposes to make available the appropriate technology and expertise to develop J D College of Engineering, Nagpur's position as a leading institute in the country providing high quality IT skilled resources.

This Memorandum of Understanding is intended to express the broad understanding of the parties regarding their working with each other to the extent possible for their mutual benefit.

IBM India Private Ltd.

J. D. College of Engineering

Signature with seal
Institute Date

Date

Signature with seal of

Name: _____

Name: Dr. Pramod B. Patil

Title: _____
of Engineering,

Title: Principal, J D College

Nagpur

PURCHASE ORDER

From (Institute Name): J. D. College of Engineering

Address: At. Khandala, Post. Valni, Katol Road, Nagpur - 441501

To: (Business Partner)

Address:

We are pleased to issue a purchase order to you, for services to be provided by IBM Rational as listed below:

SERVICE	QTY	Total Cost in INR
Services as follows, <ul style="list-style-type: none"> ○ 4 days Training on Essentials of Visual Modeling And Rational Software Architecture (RSA) for 10 participants User manuals -10 set each of <ul style="list-style-type: none"> ○ Essentials of Visual Modeling with UML 2.0 ○ Essentials of Rational Software Architect Library Material - 1 set each of <ul style="list-style-type: none"> ○ Mastering Object-Oriented Analysis and Design with UML ○ Essentials of Rational RequisitePro ○ Essentials of Rational ClearCase for Windows ○ Fundamentals of Rational Rose ○ Essentials of Functional Testing with Rational Robot ○ Essentials of Test Management with Rational Test Manager Media – 1 set of RSA & Rational Suite Enterprise 	1	Rs.3,06,720



Total		Rs.3,06,720/-

Signature with seal of Institute

For (Institute Name): J D College of Engineering
Name: Dr. Pramod B. Patil
Title: Principal
Contact No: 0712-2023001/ 002; 9011010037
Email: pramod7568@yahoo.co.in

Commercial Terms and Conditions:

The amount should be paid in full as advance through cheque / demand draft. The cheque / demand draft should be enclosed along with the purchase order. Installation of the software does not form a part of the purchase order. Services against this purchase order are required to be completed within 3 months of the date of the purchase order. Orders once placed cannot be cancelled. Taxes, duties, levies extra as applicable. The public training will be conducted at any pre-decided location by IBM Rational authorized trainers. Costs of travel and accommodation will be borne by the participants. All orders are subject to acceptance by IBM Rational and agreement to IBM Rational's terms and conditions.

ANNEXURE-A

ENROLLMENT FORM

IBM Rational Software Product Licensing Program

This form provides information necessary for application to IBM Rational's Product Licensing Program. IBM Rational's Program offers certain select product licenses FREE of charge on meeting specified conditions, to approve and accredited academic institutions in India for educational purposes.

Application Date:

Product Applied for:

Through IBM Rational Partner:
.....

Name of Institution : J D College of Engineering,Nagpur	Contact Name: Dr. Pramod B. Patil Address: At. Khandala, Post. Valni, Katol Road, Nagpur - 441501 Phone:0712-2023001/ 002; 9011010037 Email: pramod7568@yahoo.co.in
Description products is to be included: # LICENSE Type: Activation Kit & floating licenses # No of license: 30 Media : <input type="checkbox"/> IBM Rational Software Architect (RSA) <input type="checkbox"/> IBM Rational Suite	Description of accredited course in which the product will be used:
Name of administrative authority representing Institution (license contact) for license agreement:	



IBM Rational Program Administrator
Signatory

Authorized

Signature with seal
Institute Date

Date

Signature with seal of

Name: _____

Name: Dr. Pramod B. Patil

Title: _____
of Engineering,

Title: Principal, J D College

Nagpur

Certified Services Fulfillment form

Please ship the product chosen by us (as indicated in the purchase order) to:

Mr / Ms. Dr. Pramod B. Patil

Title: Principal

Institution: J D College of Engineering

Address: At. Khandala, Post. Valni, Katol Road, Nagpur - 441501

City: Nagpur

Pin: 441501

Training at our institute premises

I / we nominate the following people for the instructor led training (the no. of names will have to be in accordance with your choice indicated above)

Name	Title	Qualification
1. MR. SHRIKANT V.SONEKAR	Astt. Professor	ME. WCC
2. MR. CHETAN BAWANKAR	Lecturer	M.TECH CSE
3. MR. ROSHAN BHANDARKAR	Lecturer	B.E. I.T.
4. MR. KEMAL KOICHE	Sr. lecturer	M.E. CSE
5. MRS. ASHWINI ZADGAONKAR	Lecturer	B.E.CSE
6. MS. NEETU JAISINGHANI	Lecturer	B.E.I.T.
7. MS. PRIYA KAMBLE	Lecturer	B.E.I.T.

8. MS. SAPNA KHAPRE

Lecturer

B.E.I.T.

Please ship the course material to

Mr / Ms. Dr. Pramod B. Patil

Title: Principal

Institution: J D College of Engineering

Address: At. Khandala, Post. Valni, Katol Road, Nagpur - 441501

City: Nagpur

Pin: 441501

Authorized signatory (with seal of Institute)

For (Institute Name): J D College of Engineering, Nagpur

Mr / Ms. Dr. Pramod B. Patil

Title: Principal

Institution: J D College of Engineering

Address: At. Khandala, Post. Valni, Katol Road, Nagpur - 441501

City: Nagpur

Pin: 441501