



Statement of Work

For

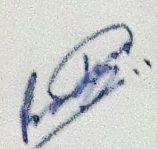
IBM Innovation Center for Education Program

Prepared for

Institute of Engineering & Management Trust

The information in this Statement of Work may not be disclosed outside of Institute of Engineering & Management Trust and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the Statement of Work, provided that, if a contract is awarded to Datagami Technology Services Pvt. Ltd. as a result of or in connection with the submission of this Statement of Work, Institute of Engineering & Management Trust will have the right to duplicate, use or disclose the information to the extent provided by the contract. This restriction does not limit the right of Institute of Engineering & Management Trust to use information contained in this Statement of Work if it is obtained from another source without restriction. IBM India Pvt. Ltd. retains ownership of this Statement of Work.

SOW for IBM ICE Graduate & Diploma Program


REGISTRAR
University of Engineering & Management
Jaipur (Ind.)

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वास्ते

राजस्थान स्टाम्प अधिनियम 1998 के अन्तर्गत
स्टाम्प राशि पर प्रभारित अधिभार

1 आधारभूत अवसंरचना सुविधाओं हेतु (धारा 3-क)-10% रुपये.....	100
2 गाय और उसकी नस्ल के संरक्षण और संवर्धन हेतु (धारा 3-ख)-20% रुपये.....	100
कुल योग.....	200
हरताक्षर स्टाम्प वेन्डर	

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Overview and Approach

This Statement of Work ("SOW") is being executed by Institute of Engineering & Management Trust and Datagami Technology Services Pvt. Ltd. for providing IBM Innovation Centre for Education services to the students enrolled at Institute of Engineering & Management Trust campus.

Institute of Engineering & Management Trust will roll out a number of specialization programs with mutually identified industry domain verticals and technology offerings. Datagami Technology Services Pvt. Ltd. will provide reasonable support as set forth below to have Institute of Engineering & Management Trust commence and conduct this initiative. Such support will include assistance in the form of providing identified specialization courseware, and academic support through Subject Matter Experts (SMEs). The roles and responsibilities and deliverables from Datagami Technology Services Pvt. Ltd. and Institute of Engineering & Management Trust are described in the sections that follow.

IBM ICE Statement of Work

This section describes the work to be provided by Datagami Technology Services Pvt. Ltd. (the "Services") to Institute of Engineering & Management Trust ("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: Charges

Project Scope

Under this project Datagami Technology Services Pvt. Ltd. will collaborate with Institute of Engineering & Management Trust on joint programs for the students of Institute of Engineering & Management Trust Campus, Regional Centers, Constituent colleges and other students through Institute of Engineering & Management Trust.

Datagami Technology Services Pvt. Ltd.'s estimated charges and schedule are based on performance of the activities listed in the "Datagami Technology Services Pvt. Ltd. Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Appendix A, section 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-material or fixed-fee basis using our standard rates in effect from time to time for any resulting additional work or waiting time.

Facilities and Hours of Coverage

Datagami Technology Services Pvt. Ltd.:

- a. Teach & train faculty through virtual classes, as per details given in Appendix C-Table- 'List of Deliverables'. Institute of Engineering & Management Trust and Datagami Technology Services Pvt. Ltd. understand and acknowledge that Datagami Technology Services Pvt. Ltd. is permitted to use global resources (non-permanent residents used locally and personnel in locations worldwide) for the delivery of services, if required.
- b. perform the work remotely, through Webinars and through other online sources for example virtual labs, online eLearning or at your campus facility or in and off- site location mutually agreed to by the parties in order to complete its responsibilities under this SOW.
- c. provide the Services under this SOW during normal business hours, 9:30 AM to 5:30PM, local time, Monday through Friday, except holidays. If necessary, you will provide after-hours access to your facilities to Datagami Technology Services Pvt. Ltd. personnel. Out-of-town personnel may work hours other than those defined as normal business hours to accommodate their travel schedules.



Datagami Technology Services Pvt. Ltd. and Institute of Engineering & Management Trust Responsibilities

The Datagami Technology Services Pvt. Ltd. and Institute of Engineering & Management Trust Responsibilities are defined in Appendix C : Roles and Responsibilities.

Deliverable Materials:

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

a. Printed Courseware Books

Printed Courseware Books / E-Books for IBM India Pvt. Ltd. specialization subjects will be provided to the concerned course coordinators maximum of five course coordinators per course from Datagami Technology Services Pvt. Ltd. will also provide 5 copies of the printed courseware books/E-books for Institute of Engineering & Management Trust specialization subjects to the campus library. The specific subjects will be jointly determined by IBM India Pvt. Ltd. and Institute of Engineering & Management Trust during the course of the SOW. The Printed Courseware Books/E-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 India Pvt. Ltd. or third parties have all right, title, and interest (including ownership of copyright). IBM India Pvt. Ltd. grants you an irrevocable, nonexclusive, worldwide, paid-up license for the faculty and students to use and display the course materials. IBM India Pvt. Ltd. and Datagami Technology Services Pvt. Ltd. jointly 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 Institute of Engineering & Management Trust's enterprise. Institute of Engineering & Management Trust 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. Institute of Engineering & Management Trust agrees that the image stored on any machines in Institute of Engineering & Management Trust'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 campus of Institute of Engineering & Management Trust 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.

Enrollment Requirements

For the Graduate as well as the Diploma Program, at initial stage, there will be no binding, but Institute of Engineering & Management Trust will ensure maximum participation of the students. Institute of Engineering & Management Trust can establish the maximum number of students to be enrolled based on Institute of Engineering & Management Trust criteria.

However, the Institute of Engineering & Management Trust, after agreement with Datagami Technology Services Pvt. Ltd. and IBM India Pvt. Ltd., 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 desired 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 desired number, the next intake of students in the subsequent academic years may not take place. Institute of Engineering & Management Trust 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.

Completion Criteria

Datagami Technology Services Pvt. Ltd. will have fulfilled its obligations under this SOW when any one of the following first occurs:

- a. Datagami Technology Services Pvt. Ltd. completes the Datagami Technology Services Pvt. Ltd. IBM ICE responsibilities, including provision of the deliverables, if any; or
- b. the Services are terminated in accordance with the provisions of this SOW and the Agreement.



program

Term

This SOW will be initially valid for a period of 4 (Four) years and will renew for periods of 4 (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.

Commercial

See Appendix E for Commercial for the services.

Additional Terms and Conditions

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.

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/so/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.

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 India, 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.

Institute of Engineering & Management Trust acknowledges that IBM India Pvt. Ltd. may use global resources (non-resident residents used locally and personnel in locations worldwide). Institute of Engineering & Management Trust shall not provide content that is export controlled or requires an export license by IBM India Pvt. Ltd.

Renegotiation

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 services of equipment allotted to these Programs during the currency of this SOW will be taken to logical conclusion of these Programs by both Parties wherein each Party would be bound to perform their Roles.

and Responsibilities as enumerated in this SOW.

Datagami Technology Services Pvt. Ltd. may terminate this SOW in full or in part, in the event:

- (i) The student enrollment count is not as per the minimum student enrollment stated in Appendix C.
- (ii) Of default or delay in any payment due from Institute of Engineering & Management Trust to Datagami Technology Services Pvt. Ltd.
- (iii) Of a Copyright/branding violation or a breach of any terms of the SOW by Institute of Engineering & Management Trust.

Institute of Engineering & Management Trust may terminate this SOW in the event:

- (i) Datagami Technology Services Pvt. Ltd. fails to deliver the mutually agreed training & webinars, as per the deliverables listed in this agreement.

Indemnities

Institute of Engineering & Management Trust hereby unconditionally and irrevocably agrees, to indemnify, keep indemnified and save and hold harmless Datagami Technology Services Pvt. Ltd. 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 Datagami Technology Services Pvt. Ltd. in connection with this agreement whatsoever arising out of or resulting from any legal proceedings, civil suit, defense, or other action initiated or instituted in respect of or relating to this agreement, including the following:

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

Notwithstanding anything contained herein above, Institute of Engineering & Management Trust'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., Institute of Engineering & Management Trust has no personal control.

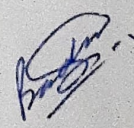
Confidentiality

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 Institute of Engineering & Management Trust and Datagami Technology Services Pvt. Ltd. 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).

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 Datagami Technology Services Pvt. Ltd.'s part, Institute of Engineering & Management Trust is entitled to recover damages from Datagami Technology Services Pvt. Ltd. regardless of the basis on which Institute of Engineering & Management Trust is entitled to claim damages from Datagami Technology Services Pvt. Ltd. (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM India Pvt. Ltd.'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.


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University of Engineering & Management
Jaipur (Raj.)



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.

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.

Publicity

Datagami Technology Services Pvt. Ltd. and Institute of Engineering & Management Trust 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.

Accommodations for Trainers

Institute of Engineering & Management Trust will assist Datagami Technology Services Pvt. Ltd. for accommodation of Trainers, if required in the University Guest House, on payment basis and as per University rules.

Accommodations for individuals with disabilities

Accommodations if required for an individual with disability, Datagami Technology Services Pvt. Ltd. will intimate in advance. In case accommodation is offered by Institute of Engineering & Management Trust it will be purely on payment basis as per University rules.

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:

- promptly notify us in writing of the claim; and
- 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.

Warranty

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



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 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.

Acceptance

Datagami Technology Services Pvt. Ltd. agrees to provide the Services provided Client accepts this SOW, by signing without modification.

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.

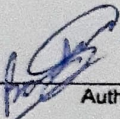
Additional or different terms in any written communication from Institute of Engineering & Management Trust (such as a purchase order) are void. Each party agrees that no modifications have been made to this SOW. This SOW cannot be modified except by a written agreement signed by the authorized representatives of Institute of Engineering & Management Trust and Datagami Technology Services Pvt. Ltd..

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 Datagami Technology Services Pvt. Ltd. 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.

Agreed to:

Institute of Engineering & Management Trust

By:



Authorized signature
Jaipur (Raj.)



REGISTRAR

Agreed to:

Datagami Technology Services Pvt. Ltd.

By:

Authorized signature

Title: REGISTRAR

Name (type or print): PROF (DR) PRADEEP K. SHARMA

Date: 26/05/2022

Title:

Name (type or print):

Date:

Institute of Engineering & Management Trust

Address:

Gurukul, Sikar Road Near Udaipuria Mod, Jaipur, Rajasthan

Datagami Technology Services Pvt. Ltd.

Address:

A wing, 6th floor, HDIL Kaledonia Business Park, Sahar Road, Andheri (East), Mumbai - 400 069

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. Datagami Technology Services Pvt. Ltd. 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 with a list of requested revisions; otherwise the deliverable will be deemed accepted.
- b. The revisions recommended by Client and agreed to by will be made and the deliverable will be resubmitted and deemed accepted.
- c. The revisions recommended by Client and not agreed to by will be managed through the Project Change Control Procedure.

A - 3: Escalation Procedure

Client and Datagami Technology Services Pvt. Ltd. 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 Datagami Technology Services Pvt. Ltd.'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, 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.



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 _____ { mm/dd/yyyy}, unless extended by Datagami Technology Services Pvt. Ltd. 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} If extending the date: The new estimated End Date is {End Date}. If adding hours: 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}. If adding Fixed Fee Services: The additional fixed fee for performing the Services defined in this PCR is \${Fee total}. If adding T&L: The additional estimated travel and living expenses (including actual transportation and lodging, and per diem meal expenses) for this PCR are \${Expenses}.	
PCR Approval	
In entering into this PCR, you are not relying upon any representation made by or on behalf of Datagami Technology Services Pvt. Ltd. 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:
Institute of Engineering & Management Trust	Datagami Technology Services Pvt. Ltd.
By (Authorized Signature):	By (Authorized Signature):
DRAFT – NOT FOR SIGNATURE	DRAFT – NOT FOR SIGNATURE
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:



Appendix C: Roles and Responsibilities

1. Datagami Technology Services Pvt. Ltd. Responsibilities

Project Management

Datagami Technology Services Pvt. Ltd. will provide project management for the Datagami Technology Services Pvt. Ltd. responsibilities in this SOW. The purpose of this activity is to provide technical direction and control of Datagami Technology Services Pvt. Ltd. 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

Datagami Technology Services Pvt. Ltd. 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

Datagami Technology Services Pvt. Ltd. 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 Datagami Technology Services Pvt. Ltd. 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 Datagami Technology Services Pvt. Ltd. Project personnel.

In addition to Project Management, Datagami Technology Services Pvt. Ltd. will also provide the following:

a) Curriculum consultancy and Courseware

- IBM ICE 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 Institute of Engineering & Management Trust. The courseware will be made available to students one day before the Training schedule.

b) List of Deliverables to be provided by Datagami Technology Services Pvt. Ltd.:

Datagami Technology Services Pvt. Ltd. will provide the following deliverables to Institute of Engineering & Management Trust:

(i) Ecosystem platform support

- The web portal – an online ecosystem platform - provided by IBM Authorized Training Partner, to be the underlying framework for the engagement between Datagami Technology Services Pvt. Ltd., Institute of Engineering & Management Trust and the Institute of Engineering & Management Trust students who take admission under the joint Programs. The students will access online, the IBM ICE specialization courses 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 India Pvt. Ltd. will replace it with a functionally similar platform.
- All relevant course material pertaining to the IBM ICE specialization Programs provided by IBM India Pvt. Ltd. will be made available to the students on this platform. IBM India Pvt. Ltd./IBM India Pvt. Ltd. Authorized Training Partner shall update the software of the Platform if required from time to time.
- Datagami Technology Services Pvt. Ltd. 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.



- Datagami Technology Services Pvt. Ltd. to provide 5 copies of the printed courseware books for IBM ICE specialization subjects to the campus Library of Institute of Engineering & Management Trust.

(iii) Datagami Technology Services Pvt. Ltd. to support the visit of the IBM India Pvt. Ltd./ Partners' technology professionals to the campus for student interactions as per program requirements. The dates and session topics will be jointly decided by Datagami Technology Services Pvt. Ltd. and Institute of Engineering & Management Trust.

c) Other support

- Nominate a Program Manager for coordination between Datagami Technology Services Pvt. Ltd. and Institute of Engineering & Management Trust.

- Facilitate the issue of IBM Digital Badges to all students who complete the IBM ICE Program successfully.

Summary of IBM ICE Business Partner deliverables is as per the List of Deliverables below:

List of Deliverables	
Delivery component	Delivery details
Curriculum workshop	Once at the beginning of the engagement in an online mode. Any further requirement for curriculum workshop/updates will be arranged with the University using a Project Change Request.
Teach the Teacher (T3)	For Integrated 4(Four) Years B.Tech Graduate Program: Once per program per course for the upcoming course to be introduced for the first time in online mode. Each program specialization will have the maximum number of 8 courses across four years of study for each student enrolling into the program. For 2 (Two) Years Diploma Program: Once per program per course for the upcoming course to be introduced for the first time in online mode. Each program specialization will have the maximum number of 4 courses across two years of study for each student enrolling into the program.
Industry Guest Lecture(s)	Twice per semester in online mode.
IBM ICE competition (s)	Once per year at the University campus or virtually announced by Datagami Technology Services Pvt. Ltd.. The competition(s) may be announced and executed using the IBM ICE 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 informed by Institute of Engineering & Management Trust 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


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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

"The parties acknowledge and agree that COVID-19 is an event beyond the parties' reasonable control, and it is not possible to foresee (or advisable to try and foresee) its duration, impact or extent (including measures and recommendations that may be put in place by regulators). As such, where a party's non-monetary obligations are not performed, affected, and/or delayed and that is attributable to COVID-19 or its related impacts, notwithstanding any other provision in the agreement, the affected party will not be responsible for such non-performance, affected performance or delay. The parties will act responsibly to discuss the affected obligations, potential work-arounds and related issues in good faith and will document any agreed changes to the agreement."

2. Institute of Engineering & Management Trust's Responsibilities

Prior to the start of the engagement, Institute of Engineering & Management Trust 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 Institute of Engineering & Management Trust's behalf in all matters regarding this SOW. Institute of Engineering & Management Trust Point of Contact will :

a. Assist in the curriculum management

- Nominate Curriculum Program Managers for each Program being run under this SOW.
- Guide Datagami Technology Services Pvt. Ltd. Program team and IBM team on curriculum inclusion and content development.
- Approve the jointly developed Curricula and courseware.
- Publish new Curricula for each batch as part of Institute of Engineering & Management Trust Programs.

b. Manage the administration of the Program

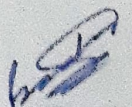
- Nominate a Single Point of Contact (SPOC) for coordination with Datagami Technology Services Pvt. Ltd.
- Program promotion through a structured Program campaign.
- Conduct the Admission Exams and appropriate Counseling, and select and enroll students, based on a high standard of admissions.
- Share the student data, for all students enrolled under this Program in the designated format, with Datagami Technology Services Pvt. Ltd..
- Collect students' fees, and pay to Datagami Technology Services Pvt. Ltd. the agreed share as per this SOW.

c. Execute the Course delivery

- Provide detailed session plans for the Programs to be provided to Datagami Technology Services Pvt. Ltd.
- Provide access to required infrastructure for running the Programs as per Datagami Technology Services Pvt. Ltd.'s specifications.
- IBM will issue the certificates to all the participating students as mentioned in the section 'Certificate of Completion (for Students)' under List of Deliverables in Appendix C.
- Manage quality of teaching at a high level of academic standards.
- The faculty will need to pass IBM India Pvt. Ltd.'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.


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- Manage suitable usage of the cloud-based platform by students. Institute of Engineering & Management Trust shall provide usage reporting of the cloud-based platform at regular intervals.
- Manage excellent Placement record for students enrolled in the Joint Programs.
- Institute of Engineering & Management Trust has the responsibility to give the details of the students every semester.
- Institute of Engineering & Management Trust will also own the communication to IBM India Pvt. Ltd. of the successful completion of student graduation based on which IBM ICE team will issue the IBM Digital badge. Any discrepancies on this will be the responsibility of Institute of Engineering & Management Trust.
- Datagami Technology Services Pvt. Ltd.'s responsibilities are dependent on Institute of Engineering & Management Trust fulfilling their responsibilities and that Institute of Engineering & Management Trust will own the students' responsibility if they fail to comply with any of their responsibilities or default on payment. Datagami Technology Services Pvt. Ltd. may withdraw its services / cancel the SOW, if Institute of Engineering & Management Trust defaults on payment and Datagami Technology Services Pvt. Ltd. will not be responsible for any consequences/student dissatisfaction/failure.

e. University/Institution General Responsibilities

IBM India Pvt. Ltd./IBM India Pvt. Ltd. partner's performance is dependent on Institute of Engineering & Management Trust's management and fulfillment of its responsibilities under this SOW and the SOW specified below, at no charge to Datagami Technology Services Pvt. Ltd.. Any delay in performance of Institute of Engineering & Management Trust'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. Institute of Engineering & Management Trust will:

- make appropriate personnel available to assist IBM India Pvt. Ltd./IBM India Pvt. Ltd. partner in the performance of Datagami Technology Services Pvt. Ltd.'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 India Pvt. Ltd./IBM India Pvt. Ltd. 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 no additional fee will be levied. However, predeparture meeting will be organized online before departure. 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 India Pvt. Ltd./IBM India Pvt. Ltd. partner personnel with access at the Institute of Engineering & Management Trust 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 Datagami Technology Services Pvt. Ltd.'s personnel while working at the Institute of Engineering & Management Trust campus.
- unless facilities are provided by IBM India Pvt. Ltd./IBM India Pvt. Ltd. partner, be responsible for the secure storage of all IBM India Pvt. Ltd.
- owned hardware and software while at the Institute of Engineering & Management Trust premises.
- allow Datagami Technology Services Pvt. Ltd. to cite university name and the general nature of the Services Datagami Technology Services Pvt. Ltd. performed for the Institute of Engineering & Management Trust to Datagami Technology Services Pvt. Ltd.'s other clients/partners and prospective

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clients/partners as an indication of Datagami Technology Services Pvt. Ltd.'s experience, unless both Institute of Engineering & Management Trust and Datagami Technology Services Pvt. Ltd. specifically agree otherwise in writing;

- agree that Datagami Technology Services Pvt. Ltd. and its subcontractors/partners may process the business contact information of the Institute of Engineering & Management Trust, its employees and contractors worldwide for our business relationship, and the Institute of Engineering & Management Trust has obtained the necessary consents. Datagami Technology Services Pvt. Ltd. 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 India Pvt. Ltd./IBM India Pvt. Ltd. partner, Institute of Engineering & Management Trust also agrees that with respect to data that is transferred or hosted, Institute of Engineering & Management Trust 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 Datagami Technology Services Pvt. Ltd. will have access during the Services, including applicable data privacy, export, import laws and regulations, and product safety and regulatory compliance for non-IBM India Pvt. Ltd. products including those recommended by IBM India Pvt. Ltd., Institute of Engineering & Management Trust is solely responsible for obtaining advice of legal counsel as to the compliance with such laws and regulations.
- 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 Datagami Technology Services Pvt. Ltd. responsibilities are deemed out of scope.

3. Joint Programs

Institute of Engineering & Management Trust & IBM India Pvt. Ltd. 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 Institute of Engineering & Management Trust and IBM India Pvt. Ltd.

Institute of Engineering & Management Trust & IBM India Pvt. Ltd. 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 Institute of Engineering & Management Trust, and announce it through the Institute of Engineering & Management Trust website.

4. Course Administration Process

- Student will enroll at Institute of Engineering & Management Trust every year in the selected Programs for that Academic Year.
- Database of enrollments will be shared with IBM India Pvt. Ltd. after the admissions process is completed, but not later than September 15th of the year.
- Batches will commence as per University/institute schedule.
- Datagami Technology Services Pvt. Ltd. will provide Program Access for the portal to all enrolled students.
- Institute of Engineering & Management Trust will plan and provide the classes and labs as per the academic requirement.

5. Academic Engagement

The list of initial Programs proposed to be commenced by Institute of Engineering & Management Trust under this SOW is listed under Appendix D: List of Programs.

The commencement date for the above Programs will be mutually decided by Institute of Engineering & Management Trust and Datagami Technology Services Pvt. Ltd. Efforts will be made to launch these Programs beginning with the {2021-22} Academic Year.



Appendix D: List of Programs

The proposed Integrated Graduate programs (4-years duration) to be commenced under this SOW by Institute of Engineering & Management Trust in the 2021-22 academic year:

- Integrated Graduate Program (4 years) for Data Analytics
- Integrated Graduate Program (4 years) for Artificial Intelligence / Machine Learning

If Institute of Engineering & Management Trust wants to offer any new IBM ICE specialization program from the list given below, then Institute of Engineering & Management Trust will make a request to Datagami Technology Services Pvt. Ltd. and it will be handled under the Project Change Control Procedure. This will need to be approved by IBM India Pvt. Ltd. and may result in additional charges to be incorporated in the Commercials section in Appendix E.

The list of specialization offerings under the IBM ICE program:

- Cloud Computing & Virtualization
- Mainframe Technology
- IT Infrastructure Management
- Open Computing
- Telecom Informatics
- Healthcare Informatics
- E-Commerce, Retail & Automation
- Banking, Financial Services and Insurance
- Cyber Security & Forensics
- Graphics & Gaming
- Data Science/Business Analytics
- Internet of Things
- Artificial Intelligence & Machine Language
- Manufacturing Systems
- BlockChain



Appendix E: Commercials

Datagami Technology Services Pvt. Ltd. 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 Datagami Technology Services Pvt. Ltd. and payable before the due date mentioned in this agreement to Datagami Technology Services Pvt. Ltd.'s bank account. Late payment fees may apply.

Academic Year	2021-22	2022-23	2023-24	2024-25
Expected Number of students	120	240	360	480

Per student fee for Integrated 4 (Four) Years B.Tech Graduate Program to be paid to Datagami Technology Services Pvt. Ltd.:

- Rs.25,000/- (inclusive of taxes) per year to be paid for four years.

The fees for years beyond 2024-25 will be revised upwards, as per the mutual agreement between Datagami Technology Services Pvt. Ltd. and Institute of Engineering & Management Trust through a Project Change control.

Institute of Engineering & Management Trust will pay Datagami Technology Services Pvt. Ltd. Rs.10,00,000 (plus applicable taxes) at the time of signing the agreement, for the following deliverable:

- IBM ICE Branding support.
- Teach the Teacher (T3) workshop

The agreement and its deliverables will not be actioned, if the Institute of Engineering & Management Trust does not make the above payment of Rs.10,00,000 (plus applicable taxes) to Datagami Technology Services Pvt. Ltd. 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 Institute of Engineering & Management Trust Responsibilities in the section 'University/Institute General Responsibilities' inside Appendix C), for offering and running the IBM courses. This will be the responsibility of Institute of Engineering & Management Trust and which must have been implemented before the IBM ICE program course commencement at Institute of Engineering & Management Trust campus.

The student fee payment, by Institute of Engineering & Management Trust to Datagami Technology Services Pvt. Ltd., for student Courseware & Program access to be paid 15 days before the commencement of the session for the students for the said academic year.

From the year 2022 onwards, Institute of Engineering & Management Trust will pay Datagami Technology Services Pvt. Ltd. Rs.10,00,000 (plus applicable taxes) for the Teach the Teacher (T3) workshop / IBM ICE Branding support by May 1st every year.

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 Datagami Technology Services Pvt. Ltd. for the student enrollments for that the respective academic year.

The student fee payment, by Institute of Engineering & Management Trust to Datagami Technology Services Pvt. Ltd., for student Courseware & Program access to be paid by September 5th every year.

Notes

- (1) Institute of Engineering & Management Trust will enroll 120 students in the academic year 2021-22, 240 students for the academic year 2022-23, 360 students for the academic year 2023-24 and 480 students from the academic year 2024-25 onwards.
- (2) The actual payment to Datagami Technology Services Pvt. Ltd. by Institute of Engineering & Management Trust 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 Institute of Engineering & Management Trust to Datagami Technology Services Pvt. Ltd. in this agreement, whichever is greater.



- (3) If the new batch of student enrollments falls below 120 students for the academic year 2021-22 or below 240 total number of enrollments, for the academic year 2022-23 and beyond, Datagami Technology Services Pvt. Ltd. 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 Datagami Technology Services Pvt. Ltd. for the student enrollments for that academic year.
- (5) A minimum number of 60 students is required to start a new specialization/batch that has been mutually agreed between University and Datagami Technology Services Pvt. Ltd. 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, Datagami Technology Services Pvt. Ltd. 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 Datagami Technology Services Pvt. Ltd..
- (7) All applicable statutory taxes and duties to be borne by Institute of Engineering & Management Trust.
- (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 Datagami Technology Services Pvt. Ltd.'s net income, then Institute of Engineering & Management Trust agrees to pay that amount as specified in an invoice. Datagami Technology Services Pvt. Ltd. shall pay all collected taxes to the appropriate taxing authority. If Institute of Engineering & Management Trust supplies exemption documentation, acceptable to the taxing authorities, then Datagami Technology Services Pvt. Ltd. shall not charge the aforementioned duty, tax, levy or fee. If the taxing authorities subsequently opine that Datagami Technology Services Pvt. Ltd. should have charged such duties, taxes, levies or fees, Institute of Engineering & Management Trust 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.

Institute of Engineering & Management Trust shall deduct applicable taxes under the provisions of the Income Tax Act, 1961 ("the Act") in respect of the payments due to Datagami Technology Services Pvt. Ltd. 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 Datagami Technology Services Pvt. Ltd. is quoted rightly in such quarterly TDS returns or any other document where the PAN of Datagami Technology Services Pvt. Ltd. is required to be mentioned.

Furthermore, in the event of credit not being provided to Datagami Technology Services Pvt. Ltd. in respect of such TDS on account of Institute of Engineering & Management Trust not mentioning the correct PAN of Datagami Technology Services Pvt. Ltd., Institute of Engineering & Management Trust shall file revised quarterly TDS returns so as to facilitate credit of such TDS to Datagami Technology Services Pvt. Ltd. and in the eventuality of credit not being provided to Datagami Technology Services Pvt. Ltd. in respect of such TDS on account of default/non-compliance by Institute of Engineering & Management Trust, Institute of Engineering & Management Trust shall compensate Datagami Technology Services Pvt. Ltd. to the extent to which credit is not provided to Datagami Technology Services Pvt. Ltd..

