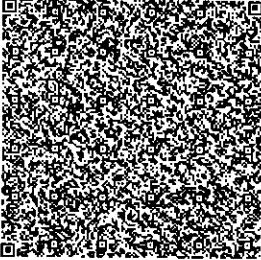


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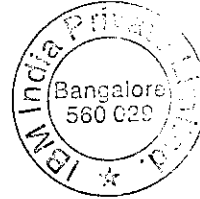
INDIA NON JUDICIAL Government of Karnataka

e-Stamp

Certificate No. : IN-KA15987531496881P
Certificate Issued Date : 11-Oct-2017 12:03 PM
Account Reference : NONACC (FI)/ kacrsfl08/ KORAMANGALA5/ KA-BA
Unique Doc. Reference : SUBIN-KAKACRSFL0881560778881368P
Purchased by : IBM INDIA PRIVATE LIMITED
Description of Document : Article 12 Bond
Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : IBM INDIA PRIVATE LIMITED
Second Party : UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
Stamp Duty Paid By : IBM INDIA PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



Signature



.....Please write or type below this line.....

Memorandum of Understanding

This revised Memorandum of Understanding ("AGREEMENT") is executed on 3rd Oct, 2017 and shall be effective from July 1, 2018 ("Effective Date"), by and between **IBM India Private Limited** (Hereinafter referred to as "IBM") with Registered offices at 12, Subramanya Arcade, Bannerghatta Road, BANGALORE - 560 029 and

University of Petroleum & Energy Studies (Hereinafter referred to as "UPES"), a statutory University set up by an Act of the State Government of Uttarakhand in 2003, having its main campus at Energy Acres, P.O. Bidholi Via-Prem Nagar, Dehradun, 248 007 represented by the Registrar; Mr. Abhay Sharma;

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at 'www.shiloshop.com'. Any discrepancy in the details on this website should be reported to the Registrar.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Signature

"Parties" shall collectively mean UPES and IBM and **"Party"** means each of UPES and IBM individually. This Agreement is being executed under the terms and conditions of Agreement for Courses and Education Materials.

From the effective date, this Agreement supersedes the agreement dated June 30th, 2016, executed between IBM and UPES ("Earlier Agreement"). Notwithstanding the previous sentence, this Agreement shall not affect any obligation, liability or cause of action arising under or in connection with the Earlier Agreement before the Effective Date of this Agreement which is unsatisfied; and IBM and UPES shall address such obligation, liability or cause of action as contemplated under the Earlier Agreement between the entities.

WHEREAS, UPES and IBM have agreed to work to incorporate certain Computer Science (CS) related curriculum into courses of UPES;

WHEREAS, the parties recognize the guidance of Hydrocarbons Education Research Society in formulating the strategic framework, courseware design & academic quality and contribution required to deliver the course.

WHEREAS, the parties have agreed that UPES shall elect to engage IBM as one of the primary and preferred technology provider for education support services and as stated in this Agreement.

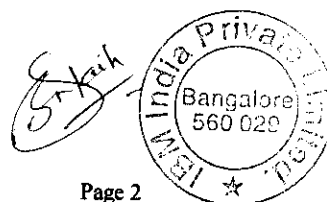
NOW, THEREFORE, in order to ensure that the agreement between parties regarding the potential business relationship that is sought does not create any confusion or misunderstandings, the following items represent points agreed to by the parties through this Agreement to facilitate these evaluations and discussions.

1. Basis of the Agreement

a) IBM and UPES, acknowledge the need for IBM Technology skills, in the CS education and training sector. The objective of this Agreement is to have a number of graduating CS professionals skilled on IBM Technologies. Both IBM and UPES are keen to cooperate in a way that shall benefit UPES students pursuing a career in Information Technology.

b) UPES and IBM establish a roadmap to build a relationship to progress the Education Engagement in the following manner:

UPES shall rollout a number of programs including full time graduate Engineering programs, Specialization in CS aligned with mutually identified industry domain verticals and IBM Technology offerings, under the aegis of the UPES, delivering all or any of such programs to recruited students. IBM shall provide reasonable support as set-forth below to have UPES commence and conduct this initiative. Such support may include assistance in the form of providing free products including both hardware/software, identified courseware, academic support through Subject Matter Experts, marketing support. The provision of hardware/software, IBM materials and services shall be under a relevant IBM agreement executed by the parties. Such agreement shall govern the use of hardware/software, IBM materials by UPES. IBM's responsibilities under this Agreement are subject to UPES fulfilling its responsibilities under the Agreement. Apart from these full time programs, UPES can also appoint an external infrastructure intermediary to assist in the provision of offering short term certificate courses through physical, mixed mode or purely online mode to students.



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IBM and UPES have agreed to offer B.Tech in Computer Science and Engineering (CSE) with specialization from the following indicative list of streams, to the students enrolled at UPES. Thus the B.Tech specialization offerings selected from the list below shall be incorporated into the -IBM-UPES B.Tech program. The University prospectus shall define the fees to be charged for each program. The Curriculum shall be jointly developed by IBM and UPES designated subject matter experts. The following is the list of programs to be launched under this agreement:

- B.Tech (CSE) with Specialization in Open Source & Open Standards
- B.Tech (CSE) with Specialization in Oil & Gas Informatics
- B.Tech (CSE) with Specialization in Mainframe Technologies
- B.Tech (CSE) with Specialization in Cloud Computing and Virtualisation
- B.Tech (CSE) with Specialization in E-Commerce, Retail & Automation
- B.Tech (CSE) with Specialization in Healthcare Informatics
- B.Tech (CSE) with Specialization in Business Analytics & Optimization
- B.Tech in CSE with specialization in IT Infrastructure
- B.Tech in CSE with specialization in Telecom Informatics
- B.Tech in CSE with specialization in Banking, Financial Services and Insurance
- B.Tech in CSE with specialization in Cyber Security & Forensics
- B.Tech in CSE with specialization in Graphics & Gaming
- B.Tech in CSE with specialization in Manufacturing Systems
- B.Tech in CSE with specialization in Mobile Computing
- B.Tech in CSE with specialization in Internet of Things and Smart Cities

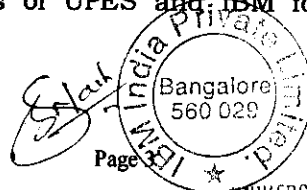
c) It has, however been agreed that the B.Tech specializations shall be offered by UPES where technical expertise and support as described in this Agreement shall be provided by IBM.

d) Including the above, a maximum of 15 such programs can be launched within the framework of this Agreement. Additional programs over and above 15 need to be mutually approved and executed vide an addendum to this Agreement.

JOINT COORDINATION COMMITTEE

To guide the execution of the activities agreed under this Agreement, UPES and IBM shall constitute a Joint Co-ordination Committee (hereinafter referred to as "JCC") as follows: Vice-Chancellor of UPES or his nominee as the Chairperson; two representatives from each party as members, a Project Coordinator who shall also be the Convener of the Committee. Chairperson of the committee may recommend changes in the members from time to time in consultation with the nominating parties and have the same approved by the Vice Chancellor, UPES. The JCC shall recommend on course curriculum, course content, delivery, market assessment of fee, for approval by the Vice Chancellor, UPES through the Academic Council and Fee Committee of the University. The JCC shall monitor and review the activities under this Agreement and recommend such decisions with respect to any aspect regarding this Agreement for the purpose of removing any impediment, promoting the programs arising from this Agreement, approving the content and recommending changes therein, the program prospectus and fee structure. In the event the JCC fails to convene and make such recommendation in time for the academic process to continue and such failure is on account of IBM, the relevant authority in UPES could take a decision which would be binding on the parties.

JCC may also consider new proposals and joint initiatives by both the parties in terms of relevant courses development, educational programs and web-resources developments for education and recommend the same for implementation. Such recommendations of the JCC shall be placed before relevant bodies of UPES and IBM for due approval and implementation.



JCC shall decide the credits for each of the above programs & may alter the course duration for each of the course after due approval from the academic council of UPES and announce it through the UPES website. The platform for online delivery shall be provided by IBM.

2. Roles and Responsibilities

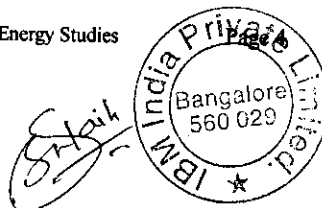
The roles and responsibilities of the parties shall be under governed by the applicable IBM agreement namely IBM Customer Agreement/Agreement for Courses and Education Materials/International Program License Agreement under which such Product or Service is provided by IBM. The proposed roles and responsibilities of the parties in connection with this proposed relationship are described below:

IBM's Responsibilities

- Specialization courseware development and supply to UPES, made available 30 calendar days in advance before commencement of the course "train the trainer".
- IBM to execute the centralized orientation workshops on IBM technologies for select UPES Faculty. Duration of these "train the trainer" courses will be as per actual course credit hours followed by a faculty capability assessment.
- Availability of specialization courseware for Students enrolled under this joint program at UPES on the BlackBoard LMS platform.
- Lab exercises development and ensuring quality of lab instructions.
- Support and Periodic visits from the Program Manager. The program management team (IBM or its Program Partners) should visit the UPES campus at least once per semester.
- Access to industry forums from an academic perspective.
- IBM will promote these programs within the IBM SI network for placement opportunities, if any, for students
- IBM to support virtual or physical internship for students in each cohort who are eligible for internship within IBM on reasonable effort basis
- At least 2 total number of visits per semester by Subject Matter Experts & guest lecturers, for the successful delivery of the program at UPES
- Provide student kits for 670 UPES new enrolments every academic year. The student kits above 670 students will have to be procured & provided by UPES.
- UPES to provide stay at the MDC on campus (subject to availability) for all IBM faculty and SMEs. Travel and local transport of the IBM faculty and SMEs to be borne by IBM.
- IBM Branding support; The relevant guidelines for the branding are covered in the Annexure – 1 (IBM Agreement- Annexure-1 - IBM Logo Usage Guidelines).
- IBM to provide a total teach bank of 6 credits (6 credits x 12 hours = 72 hours) every academic year, with a balance carry forward to the next academic semester, for the UPES students, to be used as deemed applicable for face-to-face student engagement on a program basis. The balance teach bank hours can be carried forward only to the immediately succeeding academic semester and will expire if not used.
- IBM will provide the Teach-the-Teacher (T3) bank of two teach weeks (2 x 5 = 10 teach days) at the campus for UPES faculty members. This pool of T3 session days can be utilized in the upcoming academic year by UPES to have IBM deliver a T3 for another IBM specialization course, for the UPES faculty. However, the carried forward T3 session days have to be used in the immediate academic year, otherwise, they will expire.

UPES's Responsibilities

- Nominate designated UPES faculty for the courses under this agreement.
- Conduct & monitor the courses.



A handwritten signature in blue ink, likely belonging to the Registrar.

- Detailed session plans to be provided.
- Program promotion, marketing collaterals and marketing.
- Admission Test Paper for the courses.
- Select and nominate instructors for the centralized orientation workshops on IBM technologies.
- Provide access to required infrastructure for running the prescribed courses as per IBM's specifications.
- UPES shall share the student enrollment data with IBM.
- UPES Degree after the successful completion of the courses by the students.
- The transcripts to carry the following line "This B.Tech Computer Science Program is being offered by UPES in collaboration with IBM. IBM is a trademark of IBM Corp., registered in various jurisdictions worldwide and is used under license."
- UPES to provide the list of students with their email id's to be registered into the IBM system, to be able to access the IBM courseware content, provisioned under this agreement.
- UPES to nominate curriculum Program Manager.
- Guide IBM course team on curriculum inclusion and joint content development.
- Publish new curriculum as part of UPES programs.
- The faculty should study the course material prior to attending the "Train the trainer" course
- UPES to provide stay at the MDC on campus for all the visiting IBM team, faculty and industry SMEs. Travel and local transport of the IBM faculty and SMEs to be borne by IBM. IBM to provide an annual calendar of T3s to be conducted on campus in advance.

Program Administration Process

Batch Launch:

- Student shall enroll at UPES or online
- Database of enrollments shall be shared with IBM on monthly basis
- Batches shall commence as per schedules recommended by the JCC.
- Course fee to be collected from the students by UPES
- JCC may recommend different fee collection options like
 - Down payment - Fee to be collected at the time of enrollment/submission of application form 1 week before commencement of course.
 - Installment (at the discretion of UPES).
- UPES shall remit to IBM Fees as costs towards providing various academic and technology services as provided in this Agreement on a quarterly basis by 5th September for July to September quarter, 15th November for October to December quarter, 15th February for January to March quarter, and 15th May for April to June quarter.

Deployment of Human Resources

A. UPES

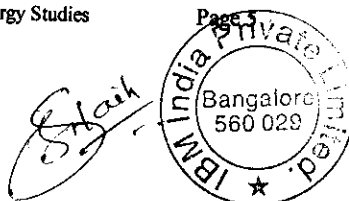
Shall create an academic and marketing team to market and administer the courses offered under this Agreement.

B. IBM

Shall provide relevant numbers of product support team, relationship management team and academic curriculum support team

UPES/Academic Year	AY 2018-19	AY 2019-20	AY 2020-21
UPES (Total Students)	4,000	4,400	4,800
Fee to be paid to IBM (in INR Lacs ex. Taxes ex. taxes)	72800000	72800000	72800000

UPES shall remit IBM share of student fee as provided (in the above table) in this agreement on a quarterly basis by September 5th for July to September quarter, November



15th for October to December quarter, February 15th for January to March quarter, and May 15th for April to June quarter.

The maximum student strength in an academic year ("AY") will be based on the total students in IBM collaborated programs at the end of the AY to accommodate the student attritions due to personal or academic reasons during the two semesters in an academic year. In case, the total number of students exceed the maximum students at the end of an AY, IBM Fees for such incremental students will be proportionately increased as per below;

If the total enrollment number exceeds 4000 students, for the academic year 2018-19, UPES will pay IBM Rs. 18,200/- per student for every additional student.

If the total enrollment number exceeds 4400 students, for the academic year 2019-20, UPES will pay IBM Rs. 16,545/- per student for every additional student.

If the total enrollment number exceeds 4800 students, for the academic year 2020-21, UPES will pay IBM Rs. 15,167/- per student for every additional student.

UPES shall pay the IBM fees as per the above Commercial Engagement section in this agreement. Any additional fees payable for total students exceeding maximum student strength will be paid along with the quarterly fees subject to any adjustments done on account of actual student strength.

The IBM Fee for the academic year 2021-22 (i.e. after the completion of the current tenure) will be discussed and agreed upon before the beginning of the academic year 2020-21, i.e. by 30th June 2020 which is 1 year prior to the completion of the tenure of The Agreement.

In case both the Parties agree not to renew the Agreement beyond the current tenure, IBM Fees payable during the teach-out period commencing 1st July 2021 will be based on IBM Fees for academic year 2020-21 reduced in proportion of the actual students at the end of each academic year during such teach out period to the actual students admitted in AY2020-21.

Both the parties further agree that during the tenure of the contract, if for any unforeseen regulatory or other reasons which are beyond the reasonable control of parties, UPES is restricted either in terms of number of students UPES can enroll for such IBM collaborated programs or the net fees UPES can charge for such programs, then within 90 days of such an event, both the parties may mutually agree to amend the terms of this agreement.

The payments shall be made by UPES to IBM, as per course administration process mentioned above, net of any taxes to be levied. 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 UPES agrees to pay that amount as specified in an invoice, unless UPES supplies exemption documentation.

UPES 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, UPES 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.

Fee collection and remittance procedure:

- Student shall enroll at the UPES main campus at Dehradun or newly established UPES Campuses in the State of Uttarakhand.



- Fee shall be collected by UPES in its name through an appropriate financial instrument.
- IBM Fee to be remitted to the designated IBM bank account by UPES.
- The access to the identified program course(s), for the student shall be provided, against the total number of students in the program(s) and the payment for the quarter received by IBM.

3. Termination

This Agreement shall be initially valid for a period of three years unless terminated by a party by giving a notice in writing to the other party prior to such expiry of the Agreement. If at any time any party wishes to withdraw from this Agreement, it may do so with or without cause and without liability by providing the other party with a one year notice of its intention to terminate this agreement. Notwithstanding such termination, all the batches of students admitted to these programs during the currency of this Agreement shall be taken to logical conclusion of their program by both parties wherein each party would be bound to provide its services as enumerated in this Agreement.

4. Confidentiality

The existence and substance of this Agreement and the provision of services contemplated hereby shall be kept confidential and shall not be disclosed to 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. Both parties acknowledge that UPES is a public authority. In all cases where disclosures are necessitated by law the other party shall 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 UPES and IBM in connection with this Agreement shall be governed by the terms and conditions of that certain Agreement for Exchange of Confidential Information, (described under section 8 under this Agreement).

5. Limitation of Liability

In the event of any breach of the terms of this MOU, which is capable of rectification, by either party hereto, such other party shall be entitled to call upon the party to rectify such breach within Thirty days from the date of the notice, failing which the breach shall be deemed to be a material breach, and shall entitle such other party to terminate this MOU for material breach.

In the event IBM is in breach of its responsibility and services as stated in Section 2 herein above including non provision of services within the time period as agreed in writing by the parties, UPES may at it's liberty obtain such deficient materials and/or services from any other party or parties. Circumstances may arise where, because of a default on IBM's part or other liability, UPES is entitled to recover damages from IBM, including for IBM's breach of Section 2 of the Agreement. Regardless of the basis on which UPES 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 shall be as per the terms and conditions of the applicable agreement such as IBM Customer Agreement/Agreement for Courses and Education Materials/International Program License Agreement under which such Product or Service is acquired. In no event shall either party be liable for any lost profits, lost savings, indirect damages, incidental damages, or other economic consequential damages, even if advised of the possibility of such damages. In addition, neither party shall be liable for any damages claimed by the other party based on any third party claim except as provided otherwise or under the applicable agreements such as IBM Customer Agreement/Agreement for Courses and Education Materials/International Program License Agreement.



6. **Publicity**

IBM and UPES 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.

7. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws provision.

8. **Agreement for Exchange of Confidential Information**

Our mutual objective under this Agreement is to provide protection for confidential information (Information) while maintaining our ability to conduct our respective business activities. Each of us agrees that the following terms apply when one of us (Discloser) discloses Information to the other (Recipient).

8.1 **Disclosure**

Information shall be disclosed either:

- 1) In writing;
- 2) By delivery of items;
- 3) By initiation of access to Information, such as may be in a data base; or
- 4) By oral or visual presentation.

Information should be marked with a restrictive legend of the Discloser. If Information is not marked with such legend or is disclosed orally, the Information shall be identified as confidential at the time of disclosure.

8.2 **Obligations**

The Recipient agrees to:

- 1) Use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and
- 2) Use the Discloser's Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.

The Recipient may disclose Information to:

- 1) Its employees who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of voting shares; and
- 2) Any other party with the Discloser's prior written consent.

Before disclosure to any of the above parties, the Recipient shall have a written agreement with the party sufficient to require that party to treat Information in accordance with this Agreement.

The Recipient may disclose Information to the extent required by law. However, the Recipient shall give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.



8.3 Confidentiality Period

Information disclosed under this Agreement shall be subject to this Agreement for two years following the initial date of disclosure.

8.4 Exceptions to Obligations

The Recipient may disclose, publish, disseminate, and use Information that is:

- 1) Already in its possession without obligation of confidentiality;
- 2) Developed independently;
- 3) Obtained from a source other than the Discloser without obligation of confidentiality;
- 4) Publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or
- 5) Disclosed by the Discloser to another without obligation of confidentiality.

The Recipient may use in its business activities the ideas, concepts and know-how contained in the Discloser's Information which are retained in the memories of Recipient's employees who have had access to the Information under this Agreement.

8.5 Disclaimers

THE DISCLOSER PROVIDES INFORMATION WITHOUT WARRANTIES OF ANY KIND.

The Discloser shall not be liable for any damages arising out of the use of Information disclosed under this Agreement.

Neither this Agreement nor any disclosure of Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Discloser.

8.6 General

This Agreement does not require either of us to disclose or to receive Information.

Neither of us may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent. Any attempt to do so is void.

The receipt of Information under this Agreement shall not in any way limit the Recipient from:

- 1) Providing to others products or services which may be competitive with products or services of the Discloser;
- 2) Providing products or services to others who compete with the Discloser; or
- 3) Assigning its employees in any way it may choose.

The Recipient shall:

- 1) Comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations, and

- 2) Unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to this Agreement (including direct products of such technical information or software) to any prohibited destination or country (including release to nationals, wherever they may be located, of any prohibited country) as specified in such applicable export regulations. This paragraph shall survive the termination or expiration of this Agreement and the confidentiality period above and shall remain in effect until fulfilled.

9. General

a) This Agreement supersedes all prior proposals and discussions on this subject and is the complete and exclusive statement of the agreement between the parties. This



Agreement cannot be modified except by a written agreement signed by the authorized representative of each of the UPES and IBM India Pvt. Ltd. Any reproduction of this Agreement by reliable means shall be considered an original of this document.

b) Each party shall be responsible for its own expenses in connection with these discussions.

c) 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.

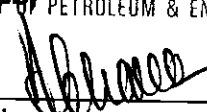
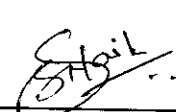
d) Each Party shall act as an independent contractor. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Neither Party may make any commitments binding on the other, nor may either Party make any representation that they are acting for, or on behalf of, the other.

10. Arbitration

a. 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 or the subject matter thereof shall 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 and the decision of the arbitrator (or such arbitrators, or umpire as the case may be) shall be final and binding on the parties.

b. The seat of arbitration shall be New Delhi.

This Agreement sets forth the understanding of the parties as of

Agreed to: University of Petroleum & Energy Studies (UPES) UNIVERSITY OF PETROLEUM & ENERGY STUDIES By  Authorized Signature Name Abhay Sharma Designation: Registrar University of Petroleum & Energy Studies Date: Identification number: UPES Address: 210, Second Floor, Okhla Phase III, New Delhi - 110020.	Agreed to: IBM India Private Limited By  Authorized Signature Name Siddhesh Hask Designation: Country Lead, Technical Sales Date: IBM Syg Private Group Agreement number: IBM Address: 12, Subramanya Arcade, Bannerghatta Road, Bangalore - 560029, Karnataka.
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After signing, please return a copy of this Agreement to the "IBM address" shown above.



Annexure – 1

Trademark License Agreement for Co-marketing of the IBM Logo

Trademark License Agreement ("Agreement") made as of July 8th, 2018, between IBM India Pvt. Ltd., an Indian corporation (hereinafter "LICENSOR"), Registered offices at 12, Subramanya Arcade, Bannerghatta Road, Bangalore-560029, Karnataka, India and University of Petroleum & Energy Studies a statutory University set up by an Act of the State Govt. of Uttaranchal, India in 2003, having its main campus at Energy Acres, P.O. Bidholi Via-Prem Nagar, Dehradun – 248007, Uttarakhand, India, represented by the Registrar; (hereinafter "LICENSEE").

Section 1. DEFINITIONS

- 1.1 "Licensed Mark" shall mean the IBM logo Identified In Exhibit 1.
- 1.2 "Logo Usage Guidelines for Co-branding" shall mean such guidelines as may be established by LICENSOR and modified from time to time, upon reasonable notice, by LICENSOR, providing for the use and display of the Licensed Mark. The current "Logo Usage Guidelines for Co-branding" are Identified in Exhibit 2.
- 1.3 "Communications" shall mean the materials Identified In Exhibit 2.

Section 2. LICENSE GRANT

2.1 LICENSOR grants LICENSEE a worldwide, non-exclusive, non-transferrable, right and license to use the Licensed Mark on the Communications in accordance with the terms of this Agreement.

Section 3. USE OF THE LICENSED MARK

- 3.1 LICENSEE agrees to display and use the Licensed Mark solely in the form, manner and style required in the IBM Logo Usage Requirements for co-branding.
- 3.2 LICENSEE agrees to use the Licensed Mark only on Communications developed as a result of a joint collaboration between LICENSOR and LICENSEE.

Section 4. OWNERSHIP OF THE LICENSED MARK

- 4.1 All ownership rights in the Licensed Mark belong exclusively to LICENSOR. LICENSEE has no ownership rights in the Licensed Mark and shall acquire no ownership rights in the Licensed Mark as a result of its performance (or breach) of this Agreement. All use of the Licensed Mark or variations thereon shall Inure solely to the benefit of LICENSOR. Upon termination of this Agreement, all rights of LICENSEE to use the Licensed Mark shall terminate immediately except as otherwise provided herein.
- 4.2 LICENSEE agrees:
1. not to take any action which will interfere with any of LICENSOR's rights in and to the Licensed Mark;
 2. not to challenge LICENSOR's right, title or interest in and to the Licensed Mark or the benefits therefrom;
 3. not to make any claim or take any action adverse to LICENSOR's ownership of the Licensed Mark;
 4. not to register or apply for registrations, anywhere, for the Licensed Mark or any other mark which is similar to the Licensed Mark or which incorporates the Licensed Mark; and
 5. not to use any mark, anywhere, which is confusingly similar to the Licensed Mark.

Section 5. QUALITY CONTROL

- 5.1 The parties agree that LICENSOR may inspect the COMMUNICATIONS before they are distributed by LICENSEE. LICENSOR shall have forty-eight (48) hours within which to amend or approve the Communications. Approval by LICENSOR shall not be unreasonably withheld.
- 5.2 Failure to meet the quality standards set forth in this License shall be deemed to be a breach thereof which must be corrected to IBM's satisfaction within seven (7) days, (or the earliest update cycle, whichever comes first), of being put on notice. Until such breach is corrected LICENSEE may not use the Licensed Mark.

Section 6. PROTECTION OF THE LICENSED MARK

- 6.1 LICENSEE agrees to notify LICENSOR within ten (10) business days if LICENSEE becomes aware of:
1. any uses of, or any application or registration for, a trademark, service mark or trade name that conflicts with or is confusingly similar to the Licensed Mark;
 2. any acts of Infringement or unfair competition involving the Licensed Mark; or
 3. any allegations or claims whether or not made in a lawsuit, that the use of the Licensed Mark by LICENSOR or LICENSEE infringes the trademark or service mark or other rights of any other entity.



UNIVERSITY OF PETROLEUM & ENERGY STUDIES

Registrar

6.2 LICENSOR may, but shall not be required to, take whatever action it, in its sole discretion, deems necessary or desirable to protect the validity and strength of the Licensed Mark at LICENSOR's sole expense. LICENSEE agrees to comply with all reasonable requests from LICENSOR for assistance in connection with any action with respect to the Licensed Mark that LICENSOR may choose to take.

6.3 LICENSEE shall not institute or settle any claims or litigation affecting any rights in and to the Licensed Mark without LICENSOR's prior written approval.

Section 7. INDEMNITY

7.1 LICENSOR shall settle or defend all claims made by third parties against LICENSEE and shall thereby indemnify and hold LICENSEE, its officers, agents and employees, harmless from any and all claims made against LICENSEE for infringement or unfair competition arising from LICENSEE's use of the Licensed Mark in accordance with the terms of this Agreement. Following notice of an infringement claim or at any time LICENSOR deems appropriate, LICENSOR may provide LICENSEE a substitute logo for use under the terms and conditions of this Agreement.

7.2 Notwithstanding the above, LICENSOR shall not be liable for any consequential damages, loss or prospective profits, or lost business opportunities.

7.3 To qualify for such indemnification, LICENSEE must notify LICENSOR of any such claim in writing within ten (10) business days of LICENSEE's receipt of such claim, and allow LICENSOR to control and fully cooperate with LICENSEE in the defense of and all settlement negotiations related to such claim.

7.4 LICENSEE shall indemnify LICENSOR, its officers, agents and employees from and against any and all claims, damages, liabilities (including settlements entered into in good faith), suits, actions, judgments, penalties and taxes, civil and criminal, and all costs and expenses (including without limitation reasonable attorneys' fees) incurred in connection therewith, arising out of:

1. any act, omission, neglect or default of LICENSEE or its agents in or in connection with the distribution, promotion or marketing of Communications; or
2. Personal injury or any infringement of any rights (including copyrights) of any person by the sale, distribution, possession, or use of any Communications; or
3. LICENSEE's failure to comply with applicable laws with respect to the distribution, possession or use of any Communications.
4. any and all third party claims, suits, costs, damages, including punitive damages, liabilities of any kind, and attorneys fees incurred arising out of or related to LICENSEE's use of, or representation about the Licensed Mark or any third party's use of the Communications or its content or any of LICENSEE'S products or any other products associated with, used in, or marketed or provided through the Communications.

7.5 LICENSOR's indemnification obligation shall not exceed \$50,000.00.

Section 8. WARRANTY

8.1 LICENSOR represents and warrants that it is owner of the Licensed Mark and any corresponding trademark registrations and/or applications related thereto. LICENSOR makes no other warranties of any kind, either expressed or implied, with respect to the Licensed Mark.

Section 9. DURATION AND TERMINATION

9.1 This Agreement and the rights and licenses granted hereunder, shall terminate on 07-July-2021, unless earlier terminated in accordance with its terms or when the MOU between IBM India Ltd and "(INSTITUTION NAME)" is terminated.

9.2 Either LICENSOR or LICENSEE shall have the right to terminate the licenses granted in Section 2 with or without cause at any time on thirty (30) days written notice to the other party.

9.3 If LICENSEE breaches this Agreement, LICENSOR shall have the right to terminate the licenses granted in Section 2 in their entirety. If LICENSOR elects to terminate because of breach of this Agreement, LICENSOR will provide written notice to LICENSEE of the breach and LICENSOR's decision to terminate. If LICENSEE has not cured such breach within seven (7) days of the date of such notice, the licenses granted in Section 2 shall be terminated.

9.4 In the event that a license granted under this Agreement is terminated by LICENSOR under Section 9.2, LICENSEE shall have three (3) months after the date on which termination is effective (Wind-Up Period) to dispose of all Licensed Communications in its inventory. Upon termination of the Wind-Up Period, or immediately upon termination for breach, LICENSEE shall provide LICENSOR with proof of the destruction of all existing Communications which bear the licensed mark.





Section 10. NOTICES

All notices and other communications under this Agreement shall be in writing and shall be sent by certified mail with return receipt requested to the other party's then current Executive Coordinator, or designee, at their respective addresses as set forth below. Notification of a change of address must be given in writing. All such mailed notices shall be deemed given and received upon the date indicated on the certified mail receipt.

International Business Machines Corporation
North Castle Drive
Armonk, NY 10504
Attn: Corporate Counsel, Trademarks

University of Petroleum & Energy Studies
Energy Acres, P.O. Bidholi Via-Prem Nagar, Dehradun-248007, Uttarakhand, India.
Attn: Mr. Abhay Sharma, Registrar

Section 11. TRANSFER OF RIGHTS

11.1 LICENSEE may not, either directly or indirectly, sublicense, assign, or in any way encumber this license. Any attempt to do so shall be void and shall result in immediate termination of this License.

Section 12. ENTIRE AGREEMENT

12.1 This Agreement and its attached Exhibits represent the entire agreement between the parties, and fully supersede any and all prior agreements or understandings between the parties pertaining to the licensing of the Licensed Mark by LICENSOR to LICENSEE. This Agreement may not be amended or modified, in whole or in part, except by a written instrument duly executed by all of the parties hereto.

12.2 The failure of any party to insist upon strict adherence to any provision of this Agreement, in whole or in part, on one or more occasions, shall not constitute a waiver of its right to insist upon the strict performance of that or any other provision or part thereof in the future.

12.3 This Agreement and any amendments hereto may be signed in one or more counterparts, each of which, when signed and delivered, shall be deemed to be an original. All such counterparts together shall constitute one and the same valid and binding agreement, even if all of the parties have not signed the same counterpart. Signatures to this Agreement may be delivered electronically or by facsimile, in which case the electronic or facsimile copy of an original signature shall be deemed to be an original signature.

12.4 This Agreement will be governed by the substantive laws of India.

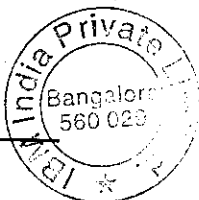
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives as of the date first set forth above.

IBM India Pvt. Ltd.

By _____

Date: 08/July/2018

Name: ~~Mr. Prakash Bell~~ Siddhesh Haik
Designation: Executive - Systems Center & Deep Computing,
IBM Systems & Technology Group.
Organization: IBM India Pvt. Ltd.
Address: 12, Subramanya Arcade,
Bannerghatta Road, Bangalore-560029, Karnataka, India.



University of Petroleum & Energy Studies

UNIVERSITY OF PETROLEUM & ENERGY STUDIES

By _____

Date: 08/July/2018

Name: Mr. Abhay Sharma
Designation: Registrar
Organization: University of Petroleum & Energy Studies
Address: Energy Acres, P.O. Bidholi, Via-Prem Nagar,
Dehradun-248007, Uttarakhand, India.

Registrar

Exhibit 1
IBM Logo usage

	<p>Innovation Centre for Education B.Tech (CSE) programs in collaboration with University of Petroleum & Energy Studies</p>
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	<p>Innovation Centre for Education B.Tech (CSE) programs in collaboration with University of Petroleum & Energy Studies</p>
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Page No. _____



Exhibit 2

IBM Logo Usage Guidelines for Marketing Materials and Websites

These Guidelines set forth the standards and requirements for use of the IBM Logo on Marketing Materials and Websites bearing the IBM Logo and the logo, trademark or trade name of another company.

Compliance with these Guidelines is required. In the event of a conflict between the terms and conditions of the Logo License Agreement and this Exhibit 2, this Exhibit 2 shall prevail.

Guidelines as to the Nature and Content of the Marketing Materials and Websites:

1. Use of the IBM Logo may occur only on Marketing Materials and Websites which clearly and explicitly communicate:
 - a. the scope and nature of the relationship between the parties;
 - b. the responsibilities of each of the parties.

The IBM Logo may not be used in such a way as to attribute to IBM a product or service not actually originating from IBM.

2. Marketing Materials and Websites may not contain any statements, imagery or other materials which are illegal or which may, in the sole judgment of IBM, be in bad taste or inconsistent with IBM's public image, or tend to bring disparagement, ridicule or scorn upon IBM.
3. The IBM Logo may not be placed or applied in a manner which may cause confusion as to the source or origin of the offering or communication.
4. The IBM Logo must always remain distinct and separate. The IBM Logo may not be combined with any other trademark or logo owned by another company nor may it be combined with any text, graphics, imagery or product identifiers. The IBM Logo may not be contained within the text of a sentence.
5. In a sponsorship, when used in proximity to one or more company identifiers, the IBM Logo should be placed and sized to match the visual weight and emphasis of all the other sponsors logos.
6. The use of the IBM Logo must clearly communicate the context or relationship IBM has with the company, event or offering. This may be done by the addition of "relationship text" in the headline, body copy and/or in association with the logo signatures of a communication.
7. The following trademark attribution statement shall be applied on the page on which the IBM Logo is being used or in the legal attribution segment of the Marketing Materials and Websites:

The IBM Logo is a registered trademark of IBM in the United States and other countries and is used under license. IBM responsibility is limited to IBM products and services and is governed solely by the agreements under which such products and services are provided.

Correct Appearance of the IBM Logo:

1. Do not create your own version of the IBM Logo.
2. Do not change the size, color or proportion of the artwork provided by IBM.
3. Always allow a "safe space" around the logotype that is equal to or greater than the height of the IBM Logo in use.
4. Do not place the IBM Logo on active backgrounds that may reduce legibility.
5. Always use the approved IBM Blue:

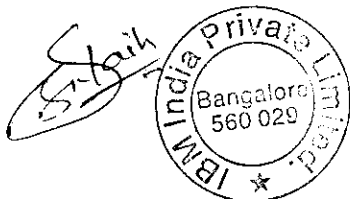
Color Specifications:

Pantone equivalent: PMS 2718C

Process equivalent: Cyan 75%, Magenta 43%, Yellow 0%, Black

0% RGB equivalent: Red 90, Green 135, Blue 197

Broadcast equivalent: Red 22%, Green 42%, Blue 70%



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Signature



DOCUMENT REVIEW AND APPROVAL FORM

Type of Document / Contract: Service Agreement

Supplier/Vendor/Other/s: IBM India Pvt. Ltd.

Contract type options: New Contract, Renewal, Amendment/ Exhibit, Corporate document, Letter/communication, Other

Effective Date: July 1, 2018 Expiration Date: June 30, 2021 Automatic renewals

Short Description / Purpose: UPES and IBM have agreed to work to incorporate certain Computer Science (CS) related curriculum into courses of UPES;

Part I (Finance / Treasury)

Institution/Business Unit: Department: IT

GL Account: Total Amount:

Budgeted Yes No N/A

Op Ex. Single Payment Amount: Date Required:

Op Ex. Multiple Payments: # of Payments: Start Date:

Amount of each Payment:

From: To:

Cap. Ex. Amount:

Project #: Phase:

Part II (Checklist)

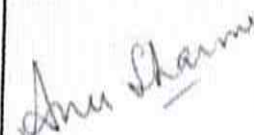
Internal Comments Received from Project Team? Yes No


Contract(s) Fully Negotiated? Yes No N/A

Bid Submitted? Yes No N/A

REVIEWS & APPROVALS

Your signature below attests to the fact that you have read the Contract in its entirety, understand its provisions and believe that it meets the programmatic and business goals of your business unit and if policy requires your review, you have completed that review.

	Required?	Name	Title	Date	Signature & Comments
Initiator	X	Dr. Ashish Bharadwaj	CIO	September 4, 2017	Dr. Ashish Bharadwaj <small>Digitally signed by Dr. Ashish Bharadwaj, DN: cn=Dr. Ashish Bharadwaj, o=University of Maryland System, email=ashish@umd.edu, c=US Date: 2017.09.04 16:27:11 -0700</small> <input type="checkbox"/> e-mail attached
Treasury	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Legal	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Anu Sharma	Legal Advisor	September 4, 2017	 <input type="checkbox"/> e-mail attached
Tax	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Finance	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A				e-mail attached

	Required?	Name	Title	Date	Signature & Comments
Accounting	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Sanjeev Kumar Goyal	Finance Officer	September 4, 2017	 <input type="checkbox"/> e-mail attached
Marketing	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
CFO	<input type="checkbox"/> Local <input type="checkbox"/> Region <input type="checkbox"/> Corporate <input type="checkbox"/> N/A	Sachin Jain	CFO	September 4, 2017	<input type="checkbox"/> e-mail attached ✓
President/CEO	<input type="checkbox"/> President <input type="checkbox"/> CEO <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached
Board of Directors	<input type="checkbox"/> <input type="checkbox"/> N/A				<input type="checkbox"/> e-mail attached

Anu Sharma

From: Sachin Jain
Sent: Monday, September 4, 2017 11:01 AM
To: Anu Sharma; Dr. Ashish Bharadwaj; Sanjeev Kumar Goyal
Subject: RE: Draft IBM-UPES

Dear Anu,

I'm ok with the changes – pls proceed with approvals as per contract management policy

regards
sachin

Cell - +91 9811755228
Direct - +91 11 41623035

From: Anu Sharma
Sent: Monday, September 4, 2017 10:21 AM
To: Dr. Ashish Bharadwaj <ashish.bharadwaj@laureate.net>; Sachin Jain <sachin.jain@upes.ac.in>; Sanjeev Kumar Goyal <SKGOYAL@UPES.AC.IN>
Subject: RE: Draft IBM-UPES

Once both UPES & IBM finalize this draft, will forward the same to Region as well as Corporate Legal for their approval.

Regards

Anu

From: Dr. Ashish Bharadwaj [<mailto:ashish.bharadwaj@laureate.net>]
Sent: Monday, September 4, 2017 9:23 AM
To: Anu Sharma <ANU.SHARMA@UPES.AC.IN>; Sachin Jain <sachin.jain@upes.ac.in>; Sanjeev Kumar Goyal <SKGOYAL@UPES.AC.IN>
Subject: RE: Draft IBM-UPES

Thanks Anu. So what are the next steps now?

Best,

Ashish

From: Anu Sharma [<mailto:ANU.SHARMA@UPES.AC.IN>]
Sent: 04 September 2017 09:13
To: Sachin Jain <sachin.jain@upes.ac.in>; Sanjeev Kumar Goyal <SKGOYAL@UPES.AC.IN>; Dr. Ashish Bharadwaj <ashish.bharadwaj@laureate.net>
Subject: FW: Draft IBM-UPES

Dear All,

I am ok with the changes suggested by IBM in the draft MOU.

Since previous Annexure 1 dt. July 10, 2015 is co-terminus with the MOU, a new Annexure 1 needs to be entered with this MOU.

For your reference, Section 9 of the Annexure 1 dt. July 10, 2015 states as below:

Section 9: Duration and Termination

"This Agreement and the rights and licenses granted hereunder, shall terminate on 08-July-2018, unless earlier terminated in accordance with its terms or when the MOU between IBM India Ltd and "(INSTITUTION NAME)" is terminated."

Regards

Anu

From: Dr. Ashish Bharadwaj [mailto:ashish.bharadwaj@laureate.net]
Sent: Friday, September 1, 2017 7:26 PM
To: Anu Sharma <ANU.SHARMA@UPES.AC.IN>
Cc: Sachin Jain <sachin.jain@laureate.net>; Sanjeev Kumar Goyal <SKGOYAL@UPES.AC.IN>
Subject: Fwd: Draft IBM-UPES

Hi Anu,

Here's the Ibm response. Pl advise next steps.

Best

Ashish

Get [Outlook for iOS](#)

From: R Hari <harir@in.ibm.com>
Sent: Friday, September 1, 2017 7:03:02 PM
To: Dr. Ashish Bharadwaj
Cc: Vithal M Madyalkar/India/IBM
Subject: Re: FW: Draft IBM-UPES

This email came from an external source.

Dear Ashish,

Thank you for your review comments. The edits are fine. I have just made one correction in page 4, as student details is an important commercial component and the month name edited in the footer.

The current logo agreement is valid until July 2018;

The attached logo agreement will signed upon the expiry of the existing logo agreement;

Thanks

Regards

Hari R.
GMU Lead (Growth Market Unit)
IBM Systems University Business Development and Ecosystem,
4th floor, IL&FS Building, Bandra Kurla Complex, Bandra (E),
Mumbai-400051, INDIA
email: harir@in.ibm.com Mobile: +91-9820808046.

From: "Dr. Ashish Bharadwaj" <ashish_bharadwaj@laureate.net>
To: R Hari/India/IBM <harir@in.ibm.com>
Cc: Vithal M Madyalkar/India/IBM <vithal.mm@in.ibm.com>
Date: 08/28/2017 01:53 PM
Subject: FW: Draft IBM-UPES

Hi Hari,

Trust you're doing well.

PFA the agreement document with track changes enabled. Essentially some factual corrections (Uttarakhand vs. Uttranchal etc.); replacement of the commercial table with the new one; and removal of references to the iCoS platform and incorporation of BlackBoard in the relevant places. Apart from this there are some minor linguistic edits.

Pls share Annexure 1 with this document and confirm if these changes to this are okay. On your confirmation, we'll move this for Laureate internal approvals.

Best,

Ashish[attachment "IBM-UPES CS 24082017_sj.doc" deleted by R Hari/India/IBM]

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