



Dr. Bhimrao Ambedkar University (DBRAU), Agra and IBM agree that all discussions between the parties regarding a potential business arrangement are nonbinding unless and until the parties enter into a written, definitive agreement signed by their duly authorized representative, and neither party shall be obligated to enter into such an agreement.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is intended to outline a proposed business relationship between:

IBM India Private Limited, a Company registered under the provisions of Companies Act, 1956 having its Registered offices at 12, Subramanya Arcade, Bannerghatta Road, Bangalore - 560 029 (hereinafter referred to as "IBM") which expression shall unless repugnant to the context or meaning thereof be deemed to include its, successors and permitted assigns of the FIRST PART

AND

Dr. Bhimrao Ambedkar University, Agra a Government entity having its office at Agra University, New Building Library, Paliwal Park, Agra, Uttar Pradesh - 282002 (hereinafter referred to as "DBRAU") which expression shall unless repugnant to the context or meaning thereof be deemed to include its, successors and permitted assigns of the SECOND PART

The parties are individually referred as "Party" and collectively referred to as "Parties"

WHEREAS, DBRAU and IBM have entered into discussions concerning IBM's provision of technology products and services for DBRAU;

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

1.Roles and Responsibilities

The proposed roles and responsibilities of the parties in connection with this proposed business relationship are described in Attachment 1.

2.Termination

This MoU will terminate within four (4) years from the date of execution of this MOU, unless extended or terminated earlier. If at any time any party wishes to withdraw from further evaluations and discussions in connection with the subject matter of this MoU and terminate this MoU, it may do so with or without cause and without liability by providing the other party with written notice of its intention to withdraw from further evaluation and discussions. All discussions, proposals, term sheets, draft agreements and other similar materials will be null and void if evaluations and discussions are terminated. This MoU can be extended upon written agreement of the parties.

3.Confidentiality

The existence and substance of this MoU and the provision of services contemplated hereby will be kept confidential and will not be disclosed to any third party without the prior written consent of the other party hereto. Notwithstanding the foregoing, any party may make such public disclosure

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as it believes, on the advice of counsel, is required by law or by applicable stock exchange regulations, in which case such party will consult with the other party and gain such party's written approval prior to making such disclosure.

The parties acknowledge that the exchange of confidential information by DBRAU and IBM in connection with this MoU will be governed by the terms and conditions of the Agreement for Exchange of Confidential Information, attached hereto as Attachment 2.

4.Limitation of Liability

The parties agree that (i) the activities intended by this MoU may not be successfully completed; (ii) the results achieved may not be as anticipated; and (iii) these activities may not lead to any announced or generally available or limited offering. Any decision by any party to forego, or engage any other business opportunity, to alter or supplement any business plan of direction, or to make any investment in anticipation of the consummation of any transaction contemplated hereunder, is at the sole discretion of the party electing to do so, and will not create any actual or potential liability or any obligation for the other party, even if that party is aware of, or has been informed of, or has indicated approval of, any such action, decision, or election.

Except for a breach of Articles 3 or 5, for any claim in any way related to the subject matter of this MoU, the damaged party shall not be entitled to recover any actual and direct damages unless and until a definitive agreement has been signed. This will apply regardless of the form of action, whether in contract or in tort, including negligence. This limitation will not apply to claims for bodily injury or damage to real property or tangible personal property for which a party is legally liable. In no event will either party be liable for any lost profits, lost savings, 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.

5.Publicity

IBM and DBRAU agrees not to use the trademarks, trade names, services marks or other proprietary marks of the other party to this MoU 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 MoU without prior written approval of the other party.

6.Governing Law

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws provision and courts in Delhi shall have exclusive jurisdiction in that regard.

7.General

Nothing contained in this MoU will be deemed to grant any ownership in, or license to, any patents, inventions, copyrights or trademarks of either party, whether made under this MoU or not. Each party will own any intellectual property created by it during the period of the MoU. In case a party wants to use the other party's intellectual property as created above for internal purposes, it would have to acquire appropriate licenses and rights from the other party, under a separate agreement. Each party will continue to own any pre-existing material contributed by it.

It is understood that this MoU does not purport to cover all aspects of this business relationship.

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This MoU supersedes all prior proposals and discussions on this subject and is the complete and exclusive statement of the agreement between the parties. This MoU cannot be modified except by a written agreement signed by the authorized representative of each of the DBRAU and IBM companies. Any reproduction of this MoU by reliable means will be considered an original of this document.

Each party will be responsible for its own expenses in connection with these discussions. 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.

This Memorandum of Understanding sets forth the understanding of the parties as of

Dated: 11/05/2026

IBM India Private Limited

Dr. Bhimrao Ambedkar University, Agra

By: *Jagadisha Bhat*
Jagadisha Bhat (May 5, 2026 11:19:53 GMT+5.5)

By: *Ajay Mishra*
Ajay Mishra (May 11, 2026 10:47:25 GMT+5.5)

Name: Jagadisha Bhat

Name: Ajay Mishra

Title:

Title: Registrar



Attachment 1



Both the parties believe that close co-operation between the two would be of major benefit to the students/youth community to enhance their skills and knowledge.

1. Curriculum Design:

- a. IBM shall design and develop courses and curriculum pertaining to the IT sector which are customized as per industrial requirement.
- b. DBRAU shall pass the respective courses in their Board of Studies, which would make available these courses for students of DBRAU's affiliated colleges in the various academic courses like Engineering, MCA and others as relevant.
- c. Following are the ways which IBM and DBRAU may collaborate:

Sl. No.	MoU Topics	DBRAU Responsibility	IBM Responsibility
1	Teaching IBM Courses online	<ul style="list-style-type: none"> a) DBRAU to announce launch of IBM "virtual" instructor-led courses across its affiliated colleges. b) The schedule and duration of IBM courses will be mutually agreed between DBRAU and IBM. c) DBRAU to provide a platform for IBM to promote the courses across campuses. d) DBRAU to support IBM in contacting affiliated colleges and enhancing the registrations. 	<ul style="list-style-type: none"> a) Schedule IBM courses for online delivery, in line with definitive agreements with respective affiliated colleges of DBRAU b) Assign IBM courses and labs to registered students. c) Conduct online quiz for registered students. d) Issue IBM certificate to students who successfully complete the course. e) Support DBRAU in promoting IBM courses, in affiliated colleges and DBRAU campus. f) Share marketing and promoting materials, which can be shared and hosted on DBRAU's website. g) Conduct Faculty Development Program (FDP) sessions for DBRAU.
2	Getting IBM courses approved as Massive Open Online Course (MOOC)	<ul style="list-style-type: none"> a) DBRAU to announce launch of IBM MOOC courses across affiliated colleges. b) DBRAU to provide University Credits against IBM MOOC courses. c) DBRAU to provide a platform for IBM to promote the courses across campuses. d) DBRAU to support IBM in contacting affiliated colleges and enhancing the registrations. 	<ul style="list-style-type: none"> a) Share the selected list of courses and labs to DBRAU, to be declared as MOOC courses. b) Assign IBM courses and labs to registered students. c) Conduct online quiz for registered students. d) Issue IBM certificate to students who successfully complete the course. e) Support DBRAU in promoting IBM courses, in affiliated colleges and DBRAU campus. f) Share marketing and promoting materials, which can be shared and hosted on DBRAU's website.

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			g) Create a LMS for providing access to the MOOC courses.
3	Establishment of Centre of Excellence in Research, Skill and Learning (Major & Minor Specialisation Courses)	<p>a))For the establishment of the COE, the infrastructure and hospitality will be provided by DBRAU</p> <p>b)DBRAU to announce launch of IBM "Major and Minor" courses across its affiliated colleges.</p> <p>c) The schedule and duration of IBM courses will be mutually agreed between DBRAU and IBM.</p> <p>d) DBRAU to offer University Credits for IBM courses.</p> <p>e) DBRAU to provide a platform for IBM to promote the courses across campuses.</p> <p>f) DBRAU to support IBM in contacting affiliated colleges and enhancing the registrations.</p>	<p>a) Assign IBM courses and labs to registered students/colleges</p> <p>c) Conduct online quiz for registered students.</p> <p>d) Issue IBM certificates to students who successfully complete the course.</p> <p>e) Support DBRAU in promoting IBM courses, in affiliated colleges and DBRAU campus.</p> <p>f) Share marketing and promoting materials, which can be shared and hosted on DBRAU's website.</p> <p>g) Conduct FDP sessions for DBRAU and registered DBRAU affiliated colleges.</p> <p>h) Provide question-sets for mid-term and end-term semester examinations.</p>
4	Project Based Learning (Online) - IBM	<p>a) DBRAU to announce launch of IBM Project-based Learning (PBL) courses and labs, across its affiliated colleges.</p> <p>b) DBRAU to provide "University Credits" for IBM PBL courses and labs.</p> <p>c) The schedule and duration of IBM PBL will be mutually agreed between DBRAU and IBM.</p> <p>d) DBRAU to provide a platform for IBM to promote IBM PBL across campuses.</p> <p>e) DBRAU to support IBM in contacting affiliated colleges and enhancing the registrations.</p>	<p>a) Schedule IBM PBL courses for online delivery, in line with definitive agreements with respective affiliated colleges of DBRAU</p> <p>b) Assign IBM courses and labs to registered students.</p> <p>c) Conduct online quiz for registered students.</p> <p>d) Issue IBM certificate to students who successfully complete the course.</p> <p>e) Support DBRAU in promoting PBL in affiliated colleges and DBRAU campus.</p> <p>f) Share marketing and promoting materials, which can be shared and hosted on DBRAU's website.</p> <p>g) Conduct FDP sessions in line with definitive agreements with respective affiliated colleges of DBRAU</p>

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- 2. Skill Development Programs:** Upon signature of a definitive agreement with interested constituent colleges of DBRAU and upon interested students registering on IBM's online training, IBM shall train the students registered with DBRAU in IT and CS courses across various program of engineering and others in order to bridge the skill gap and make them industry ready. The courses include the following Technology paths :-

Coding, Cloud Computing, Artificial Intelligence, Internet of Things, Blockchain, Data Science & Analytics, Cybersecurity, Quantum Computing, Big Data and Full Stack.

- 3. Training of Trainers: Upon** signature of a definitive agreement with interested constituent colleges of DBRAU, IBM shall design and deliver the Training of Trainer Programme in IT sector (covering pedagogical techniques, technical competencies and classroom administration and management skills) at a fee as agreed and set out in the definitive agreement.

Both the Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the services on the terms specified herein.

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Attachment 2
Agreement for Exchange of Confidential Information

The mutual objective under this MoU is to provide protection for confidential information (Information) while maintaining the ability to conduct respective service activities. Each Party agrees that the following terms apply when one Party (Discloser) discloses Information to the other (Recipient).

1. Disclosure

Information will 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 will be identified as confidential at the time of disclosure.

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 will have a written agreement with the party sufficient to require that party to treat Information in accordance with this MoU.

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

3. Confidentiality Period

Information disclosed under this MoU will be subject to this MoU for a period of 2 years following the initial date of disclosure.

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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 MoU.

5. Disclaimers

THE DISCLOSER PROVIDES INFORMATION WITHOUT WARRANTIES OF ANY KIND.

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

Neither this MoU 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.

6. General

This MoU does not require either party to disclose or to receive Information.

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

The receipt of Information under this MoU will 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 will 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 MoU (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 will survive the termination or expiration of this MoU and the confidentiality period above and will remain in effect until fulfilled.

Only a written document signed by both the parties can modify this MoU.

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