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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**MOU**") is made effective from Aug 20, 2025 ("**Effective Date**") and sets forth certain nonbinding understandings and binding agreements between

IBM India Private Limited, having its registered office at No. 12 Subramanya Arcade, Bannerghatta Main Road, Bengaluru 560029, Karnataka, India ("**IBM**")

AND

Directorate General of Training under the Ministry of Skill Development and Entrepreneurship having its registered office address at 7th Floor, Kaushal Bhawan, New Moti Bagh, New Delhi - 110023 ("**DGT, MSDE**"),

The IBM and the DGT, MSDE are referred to individually as a "Party" and collectively as the "Parties"

Background

WHEREAS, DGT,MSDE and IBM have entered into discussions for the formation of a partnership for scaling up the skilling resources and platforms to create a robust education and skilling ecosystem that creates critical thinkers, problem-solvers, and next-generation innovators. Taking into consideration that India is one of the countries that has the growth of education focused on technology, both basic digital and emerging new short-term skills courses are a strategic imperative for the government, industry, and academia.

WHEREAS, the parties have agreed to enter into a memorandum of understanding so that the potential partnership does not create any confusion or misunderstandings. The following items represent points agreed on mutual understanding between the parties which will facilitate further promotion of the collaboration for the parties hereto.

WHEREAS, IBM has developed a thoughtful, holistic approach to Corporate Social Responsibility that integrates IBM's values and maximizes IBM's positive impact as a global enterprise and, in connection with this approach, IBM seeks to open up technological resources and expertise in order to solve the social problems faced in communities all around the world;

WHEREAS, in furtherance of these IBM has created the SkillsBuild program, which aims at providing adult learners, including long-term unemployed, school dropouts, migrants, and veterans worldwide. With the digital content, personalized coaching and experiential learning which are designed to enable such adult learners to gain technical and professional skills required to enter the workforce (the "Program") includes digital platform dedicated to the Program (the "Platform");

1. Purpose.

This MOU is for discussion purposes only and is not intended to constitute a legally binding or enforceable agreement or commitment on either Party, except for Section 4 which shall be binding on the parties in accordance with its terms.

2. Nonbinding Understandings.

This Section 2 sets forth the non-binding understandings of the Parties with respect to the Project. It is the present intention of the Parties that IBM and DGT, MSDE would fulfil each of their respective responsibilities with respect to the Project on terms and conditions substantially similar to those set forth in this Section 2. These terms are based upon information currently available. They do not reflect all of the material terms of the Project but provide a basis for discussion and negotiating the Definitive Agreement (as defined below), if any.

(a) Definitive Agreement.

The Parties may intend to negotiate a formal written agreement that would govern each party's obligations with respect to the Project ("**Definitive Agreement**"). Binding obligations with respect to the Project shall only arise upon the execution of the Definitive Agreement by both Parties.

(b) Customary Provisions.

The Definitive Agreement, if any, would contain such covenants, conditions, indemnities, representations, and warranties as the Parties would mutually agree.

(c) IBM Responsibilities.

IBM through its Implementation Partner will partner with DGT, MSDE to:

- Provide access to the free, online digital skilling Platform (SkillsBuild) and associated training of students, trainers/educators etc via online/in-person workshops, webinars et
- Nominate a Single Point of Contact (SPOC) to coordinate for all project-related matters.
- IBM shall be responsible for the approval of Branding material like banners, standees, flyers, brochures, Certificates, etc.
- Provide support with volunteers who can conduct activities like expert talks, webinars etc

(d) DGT, MSDE Responsibilities.

- Create and share Circulars / Communications about the program and related training to the respective institutes – NSTIs and ITIs, alike.
 - Drive and anchor collaboration with implementation partner and various state departments.
 - Support in publishing training calendars for implementation.
 - Drive participation of learners in all program activities through circulars, emails and other relevant media channels.
- Continuous monitoring of progress across states and to attend the review meetings.

(e) Implementing Partner(s) Responsibilities.

IBM will look to appoint implementation partner in accordance with IBM's CSR program to carryout/ support with the following:

- Co-curate the training delivery model and learning plans on SkillsBuild platform
- Implementation partner will work collaboratively to spread awareness about the SkillsBuild platform and e-skilling of learners on relevant courses.
- Implementation partner will be responsible for the mobilization and registration of learners in courses on the SkillsBuild platform with support from DGT and respective state vocational education/ skilling department.
- Support the onboarding of learners on the platform. Plan and publish a calendar of engagement activities in collaboration with all stakeholders.

- Organize virtual and physical orientation and training sessions for teachers, program coordinators and learners to make them aware of the digital skill-building platform and its benefits.
- Organize virtual masterclasses, workshops, webinars, and project-based learning camps.
- Provide technical support and mentorship to teachers and students on the platform.
- Share periodic updates with all stakeholders to track progress and monitor learners.
- Nominate a single point of contact (SPOC) for all coordination-related activities with this program and ensure smooth implementation of the program and activation of learners.
- Provide branding and promotional material for the activation of learners at the ground level.
- Organize virtual masterclasses, workshops, and webinars.
- Support with providing access to opportunities to students who successfully complete the training program.
- Provide success stories from the training sessions.

IBM has currently appointed Edunet Foundation as the implementation partner(s). IBM may remove and / or replace implementation partner(s) by notice, including via e-mail, to DGT, MSDE.

3. Timing.

This MOU is effective from the Effective Date and shall be valid for a period of **2 years** thereafter.

4. Binding Agreements.

This Section 4 shall constitute a legally binding and enforceable agreement between the Parties. In consideration of the expenses that the Parties may incur in pursuing the Project, the Parties agree as follows:

(a) **Costs and Expenses.** Each Party shall be responsible for all of its costs and expenses associated with pursuing the Project, including without limitation (i) the performance of its obligations under this MOU; (ii) drafting and negotiating the Definitive Agreement, if any; and (iii) providing its own volunteer force.

(b) **IP and Logos.** Each Party may use the logo of the other Party only as provided in a separate logo usage agreement. IBM shall retain all rights in the materials brought in by it in connection with this MOU. In addition, DGT, MSDE 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 IBM.

(c) **Confidentiality.** None of the information or materials exchanged between IBM by DGT, MSDE is confidential. Should the parties wish to exchange confidential information in connection with this Agreement, the parties shall enter into separate written agreement with respect to such disclosure, using the form in Exhibit A, Agreement for Exchange of Confidential Information.

(d) **Affirmation of Non-Discrimination.** DGT, MSDE does not advocate, support, or practice activities inconsistent with IBM's non-discrimination policies, whether based on race, colour, religion, age, nationality,

social or ethnic origin, sexual orientation, gender, gender identity or expression, marital status, pregnancy, political affiliation, disability, or veteran status. Documentation demonstrating that DGT, MSDE complies with the above statement may be required by the local IBM Corporate Social Responsibility manager.

(e) **Project for Legal Purposes.** DGT, MSDE will not use any portion of the Project or its technology to support or promote violence, terrorist activity or related training of any kind, either directly or indirectly (including through support of other organizations or persons engaged in such activity). Each party will comply with all applicable export and import Laws and associated embargo and economic sanction regulations, including those of the United States, 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.

(f) **Compliance with Anti-Corruption and Anti-Bribery Laws.** DGT, MSDE commits to using the services, products, cash or other benefits of the Project solely for the benefit of the Project, in a manner that reflects the highest standards of integrity and ethical conduct and in accordance with all laws, rules and regulations applicable to DGT, MSDE, including without limitation all applicable anti-corruption and anti-bribery laws. DGT, MSDE agrees that no individual associated with or employed by DGT, MSDE will improperly benefit, whether directly or indirectly, from the Project.



DGTMSDE agrees that this Project is not intended to influence, and will not influence, the procurement decisions of DGT, MSDE or any organization with which its partners, officers, board members or trustees or their family members are employed or otherwise affiliated.

DGT MSDE will not directly or indirectly make or give, offer or promise to make or give, or authorize the making or giving of any payment, gift, or other thing of value or advantage to any person or entity for (a) the purpose of wrongfully influencing any act or decision, inducing any act or omission to act in violation of a lawful duty, inducing a misuse of influence or securing any improper advantage, or (b) any purpose that is otherwise unlawful under any applicable anti-corruption or anti-bribery laws, where in either case (a) or (b) there is any direct or indirect connection or relation to the grant.

(g) **Term and Termination.** The rights and obligations of the Parties contained in this MOU shall expire upon the earlier of: (i) termination or expiry of this MOU as per the terms of this MOU, or (ii) execution of the Definitive Agreement, if any. Either Party may terminate this MOU upon notice to the other party, without any obligation or liability to the other party, provided, however, that this Section 4 shall survive such termination.

(h) 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.

(i) For any claim in any way related to or arising out of 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. However, each Party's liability for direct damages in any way related to or arising out of the subject matter of this MOU will be limited to INR 10,000. Notwithstanding anything to the contrary, 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.

(j) **Governing Law.** This MOU shall be governed by and construed in accordance with laws of India and the courts of Bengaluru shall have exclusive jurisdiction for any matters arising out of or related to this MOU.

(k) **No Third-Party Beneficiaries.** Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this MOU.

(l) **No Assignment.** Neither this MOU, nor any rights or obligations hereunder may be assigned, delegated or conveyed by either Party without the prior written consent of the other Party.

(m) **Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date set forth above.

IBM India Private Limited	Directorate General of Training (DGT), Ministry of Skill Development & Entrepreneurship
Sign: <u>Shipra Sharma</u> Shipra Sharma (Aug 20, 2025 18:48:08 GMT+5.5)	Sign: <u>Swati Sethi</u> Swati Sethi (Aug 20, 2025 18:44:39 GMT+5.5)
Name: Shipra Sharma	Name: Swati Sethi
Title: CSR Leader, IBM India/South Asia	Title: Director (TT & IT), DGT Hqr.
Date: Aug 20, 2025	Date: Aug 20, 2025



Enclosure

Exhibit A – Agreement for Exchange of Confidential Information

Agreement for Exchange of Confidential Information

This Agreement protects confidential information (Information) while maintaining each party's ability to conduct its respective business activities. The following terms apply when one party (Discloser) discloses Information to the other (Recipient).

Disclosure

Information disclosed orally or not marked with a restrictive legend must be identified as confidential at the time of disclosure. Each disclosure of Information is subject to this Agreement for five years following the initial date of disclosure.

Obligations

Recipient will use Information only for the purpose for which it was disclosed or for the benefit of Discloser, and will use reasonable care to avoid disclosure of the Information other than to Recipient's:

- employees 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; or
- subcontractors, financial and legal advisors, and then only to those who need to know.

Before disclosure to any party in (a) or (b), Recipient will have a written agreement with such party sufficient to require that party to treat Information substantially the same as described in this Agreement.

If required to disclose Information by law or court order, the Recipient will endeavor to give the Discloser prompt notice to allow Discloser a reasonable opportunity to obtain a protective order.

Disclaimers

Discloser provides Information without warranties of any kind and is not liable for any damages arising out of Recipient's use of Information disclosed under this Agreement.

This Agreement does not require either party to disclose or to receive Information, perform any work, or enter into any license, business engagement or other agreement. Neither this Agreement nor any disclosure of Information under it creates any joint or fiduciary relationship or grants Recipient any right or license under any trademark, copyright or patent, now or subsequently owned or controlled by Discloser.

The receipt of Information under this Agreement does not preclude Recipient from:

- developing, manufacturing, marketing or providing products or services which may be competitive with products or services of Discloser, or entering into any business relationship with any other party; or
- assigning its employees in any way it may choose.

Any Information is subject to change or withdrawal without notice.

Recipient may disclose, disseminate, and use Information that is already in its possession without obligation of confidentiality, developed independently, obtained from a source other than Discloser without obligation of confidentiality, publicly available when received or subsequently becomes publicly available through no fault of the Recipient, or disclosed by Discloser to another without obligation of confidentiality.

General

Assignment. Neither party may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent of the other except as part of the divestiture of a business line where the acquirer agrees to be bound by the terms of this Agreement. Any attempt to do so is void.

Termination. Either party may terminate this Agreement by providing at least one month's written notice to the other. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

Modification. Only a written agreement signed by both parties can modify this Agreement.

Choice of Law. Both parties agree to the application of the laws of India to govern, interpret, and enforce all of the parties' respective rights, duties, and obligations arising from, or relating to, the subject of this Agreement, without regard to conflict of law principles.

Import/Export Compliance. Each party will comply with all applicable export and import laws and associated embargo and economic sanction regulations, including those of the United States.

This Agreement, including any applicable supplements, is the complete agreement regarding the exchange of Information, and replaces all prior oral or written communications, representations, warranties, covenants, and commitments between Company and IBM regarding the exchange of Information. Each party accepts the terms of this Agreement by signing this Agreement (or another document that incorporates it by reference) by hand or electronically. Once signed, any reproduction of this Agreement or a supplement made by reliable means is considered an original.

Agreed to:

Agreed to:

Directorate General of Training (DGT), Ministry of Skill Development & Entrepreneurship

IBM India Private Limited ("IBM")

By Swati Sethi
Swati Sethi (Aug 20, 2025 18:44:39 GMT+5.5)

By Shipra Sharma
Shipra Sharma (Aug 20, 2025 18:48:00 GMT+5.5)

Authorized Signature

Authorized Signature

Name: Swati Sethi

Name: Shipra Sharma

Date: **Aug 20, 2025**

Date: **Aug 20, 2025**

Directorate General of Training (DGT), Ministry of
Skill Development & Entrepreneurship Address:
7th Floor, Kaushal Bhawan, New Moti Bagh, New
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IBM India Pvt Ltd.

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560029, KA, India

Approved DGT-IBM MoU 2025

Final Audit Report

2025-08-20

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