

**Memorandum of Understanding**

**Between**

**Ministry of Skill Development & Entrepreneurship**

**Government of India**

**And**

**IBM India Private Limited**

**For**

**Launching of Advanced Technical Diploma Program**

**In**

**IT, Networking & Cloud Computing**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is intended to establish collaboration between and the Directorate General of Training, Ministry of Skill Development & Entrepreneurship ("MSDE") with registered office at 1<sup>st</sup> Floor, Employment Exchange, IARI PUSA Complex, Pusa, New Delhi – 110012 and IBM India Private Limited ("IBM") with registered office at 12, Subramanya Arcade, Bannerghatta Road, Bangalore - 560 029.


### Objective of the MoU:

Constitution of private public partnership to promote higher qualifications for ITI pass outs through creating awareness and expertise in the field of IT, Networking and Cloud Computing so as to enable them to get an opportunity to work with the emerging advanced technology.

**Whereas** DGT-MSDE and IBM have entered into discussions for formation of partnership in supporting curriculum development and programme delivery support for launching in two of its Central Funded Institutes(CFIs) as a pilot course on the Advanced Technical Diploma programme in IT, Networking and Cloud Computing.

**NOW, THEREFORE**, in order to ensure that the discussions and evaluations between DGT, MSDE and IBM regarding the potential partnership that is sought does not create any confusion or misunderstandings, the following items represent points that require mutual understanding and will facilitate further promotion of the collaboration of both the parties.

The proposed roles and responsibilities of the parties in connection with this proposed business relationship are illustrated below:

  
9/2



### DGT's roles and responsibilities

- a. DGT will obtain the approval of NCVT for the course content jointly developed by DGT and IBM
- b. Selection of Students:  
DGT has to ensure that the aspirants have the right set of skill and aptitude level for admission into this course and closely work with IBM to finalise appropriate entry level of the candidates.
- c. Teachers:
  - o Teachers should be made available for the all first year technical courses.
  - o For the specialised cloud computing and cyber security, the DGT will seek the support of IBM to make trainers available.
- d. Infrastructure:  
DGT will ensure proper infrastructure at three proposed CFIs in terms of computers, internet, software, power, air conditioning, boarding and lodging of the students and the IBM Instructors and SMEs during their visits etc.
- e. DGT will ensure that the content is implemented in letter and spirit and on completion, the assessment of these course modules are conducted expeditiously in close association with IBM.
- f. DGT will ensure issue of NCVT certificate (indicating joint collaboration) on completion of the course to the successful candidates.

### IBM's Roles and Responsibilities

- a) IBM will support the curriculum development for preparing Industry Relevant Course Curriculum in Cloud Computing and Business Analytics
- b) As a pilot project, the IBM will provide all necessary support for conducting the proposed course at CFIs namely Apex Hitech Institute(AHI), Bangalore and Advanced Training Institute(ATI), Hyderabad.

*9/12* *Chit*

- c) IBM will facilitate in training the trainers
- d) IBM will do necessary hand holding of present/ regular Trainers & Mentors
- e) IBM will train the Mentors and Facilitators on new IBM Industry Aligned subjects
- f) IBM will facilitate mentoring sessions (online and offline) for mentors and mentees
- g) IBM will provide industry visits for the students of this programme
- h) IBM will arrange 4 Webinar with Industry Experts
- i) IBM to give paid Internships on its campus and connect with its important SI and ISV partners to help in internships and Industrial Visits
- j) IBM will provide technology advice to support this technical diploma programme.

### **Validity of the MoU:**

This MOU will terminate on the expiry of 2 years from the date of its signing this contract unless extended or terminated earlier. This MOU can be extended upon mutual written agreement of both the parties.

### **Arbitration:**

In the event of breach of this agreement, the DGT and IBM India shall make reasonable efforts to reach an amicable settlement thereof. If they cannot reach an amicable settlement, all disputes in connection with this agreement thereof, the same shall be referred to the Secretary, MSDE. The decision of the Secretary, MSDE shall be the final and binding on both.

### **Confidentiality:**

Each party shall maintain all information received from the other party as confidential that is identified as confidential at the time of disclosure. The provision of services under this MOU will not be disclosed to any third party who is not involved or to be involved for the purpose of this MOU. Each party shall comply with the applicable export and import laws and regulations.

Except for a breach of confidentiality or unauthorized use of intellectual property, 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. In no event will either party be liable for any third party claims, lost profits, lost savings, incidental damages, or other economic consequential damages, even if advised of the possibility of such damages.

### **Supplementary Points:**

- a) This course is proposed to be conducted initially on pilot basis at Apex Hitech Institute(AHI), Bangalore and Advanced Training Institute(ATI), Hyderabad.



- b) Both part agree that each other's logo shall be used in all promotional documents concerned by the other party related to training only and not for any other purpose.
- c) This MoU is first of its kind and over the next two years DGT-MSDE and IBM India will proactively develop and improve models/contents of this course through it business partners.
- d) 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 DGT-MSDE and IBM.
- e) The key and contact persons for the smooth operation of this MoU from the two parties are:

- For DGT-MSDE : Director General, DGT, MSDE, Kaushal Bhawan, New Delhi
- For IBM : Ms. Joyeeta Das, Programme Manager, Corporate Citizenship & Corporate Affairs, IBM India Operations, Bangalore

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.


**This Memorandum of Understanding sets forth the understanding of the parties as of February 09<sup>th</sup>, 2018.**

For IBM India Private Limited

For DGT-MSDE, Government of India

By:   
Name: CHAITANYA SREENIVAS

Title: Vice President, HR  
IBM, India/ South Asia

By:  9/2/18

Name: VIJAY KUMAR DEV

Title: Director General/Additional Secretary  
Directorate General of Training,  
Ministry of Skill Development &  
Entrepreneurship