

MEMORANDUM OF UNDERSTANDING (MoU)

Between

**Directorate General of Training
Ministry of Skill Development and
Entrepreneurship, Government of India**

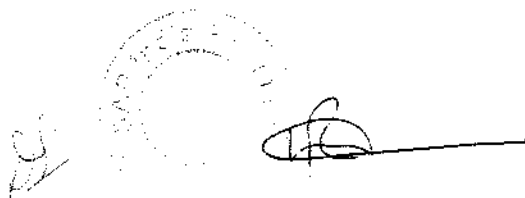
&

SAP India Private Limited

on July 13, 2018

for

**Skill Development of Youth on Enterprise
Software and Data Sciences**

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MEMORANDUM OF UNDERSTANDING

This memorandum of Understanding, hereinafter referred to as 'MoU' is made and executed on the 13th day of July, 2018

By and between

SAP India Private Limited, a company established and existing under the laws of India with its registered address at 6th Floor RMZ Eco world, 8A Campus, Marthahalli, Sarjapur Outer Ring Road, Bangalore 560103 (hereinafter referred to as 'SAP') which expression unless repugnant or contrary to the context shall mean and include its successors and permitted assigns of the first part; and

Directorate General of Training, Ministry of Skill Development & Entrepreneurship, Government of India, with its legal address at Employment Building, IARI, Pusa Complex, New Delhi - 110012 (herein after referred to as 'DGT'), which expressions shall where the context so admits includes its successors to office and assigns of the second part

DGT and SAP shall hereinafter collectively be referred to as the 'Parties' and individually as 'Party'.

SAP and DGT have caused this MoU to be executed by their respective authorized signatories and its representatives as set forth below and as per the terms and conditions hereinafter recorded.

SAP	DGT
Name: Shri Deb Deep Sengupta	Name: Shri Rajesh Aggarwal
Designation: President and Managing Director, SAP Indian Subcontinent	Designation: Director General (Training)
Date: July 13, 2018	Date: July 13, 2018

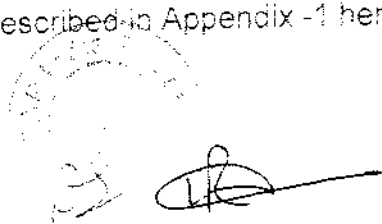
WHEREAS

DGT under Ministry of Skill Development & Entrepreneurship is the nodal agency responsible for co-ordination of long term skill development efforts across the country, removal of disconnect between demand and supply of skilled manpower, building the vocational and technical training framework, skill up-gradation, building of new skills, and innovative thinking for jobs.

AND WHEREAS SAP is a leading provider of enterprise software solutions catering to the needs of all types of organizations including the small and medium enterprises. SAP also offers education and training services on its software product portfolio.

NOW IT IS HEREBY AGREED

1. This MoU outlines the scope of proposed engagement between the Parties as is more specifically described in Appendix -1 hereto, but is not intended to be a binding and/or



exclusive arrangement, except for obligations as set forth in clauses 2 to 15 below which are all binding.

2. **Duration of the MoU:** The MoU will be effective from the date of signing and shall expire at the end of one year from the effective date unless extended in writing with mutual consent of parties. The parties will review and decide on a milestone based extension at the end of the year.
3. **Termination:** Either party may terminate this MoU without assigning any reason whatsoever upon thirty days' prior notice to the other party.
4. **Confidentiality:** 'Confidential Information' means the confidential, proprietary, and trade secret information of the disclosing party to be disclosed by the disclosing party under this MoU, and comprises (a) information in the tangible form that (a) (1) bears a confidentiality legend, or (2) does not bear any confidentiality legend, if the receiving party knew, or reasonably should have known under the circumstances, that the information was confidential and had been communicated to it in confidence, and (b) discussions about the information that may occur before, at the same time, or after disclosure of the information.
This MoU and all confidential information exchanged between the parties pursuant to this MoU shall be held in confidence.
Neither party shall make any public announcement about the MoU and/or the scope of the proposed engagement without prior written consent of the other party, which consent shall not be unreasonably withheld.
Exception to the obligation of confidentiality: The receiving party will not be liable for the disclosure of any confidential information that is: (a) generally made available publicly or to third parties by the disclosing party without restriction on disclosure; (b) received without any obligation of confidentiality from a third party who rightfully had possession of the information; (c) rightfully known to the receiving party without any limitation on disclosure before its receipt from the disclosing party; (d) the same as information that is independently developed by employees, contingent workers, and professional advisers of the receiving party; or (e) required to be disclosed under applicable laws, regulations, or court, judicial or government agency orders. The receiving party must give the disclosing party reasonable notice before its disclosure, and seek a protective order, confidential treatment, or other remedy, if available, to limit the scope of the required disclosure.
5. **License:** No license is granted under this MoU to either party under any of the other party's intellectual property rights, either expressly, by implication, inducement, estoppel or otherwise. Both parties understand and acknowledge that grant of any such license shall always be expressed specifically and in writing vide a separate contract.
6. **Limitation of liability:** In no event shall a party have any liability to the other party for any damages (including but not limited to indirect, speculative, special or consequential damages) whatsoever arising out of or in connection with this MoU (even if such party has been advised of the possibility of such losses or damages).

- The exclusion of liability set forth above shall apply only to the fullest extent permitted by law. For the avoidance of doubt, the limitation of liability set forth above shall not apply to breach of confidentiality and publicity obligations set forth in clause 4 above.
7. **Expenses:** Each party shall be responsible for its own expenses in connection with all matters related to this MoU.
 8. **Disclaimer of warranty:** Each party makes no warranties, either express or implied, with respect to the subject matter of this MoU. Each party specifically disclaims the implied warranties of merchantability and fitness for a particular purpose and any warranty against infringement of any intellectual property right of any third party. All products and services, if any provided under this MoU is provided as is, without warranty of any kind.
 9. **Nature of relationship:** Nothing in this MoU should be construed as creating an ecosystem of vendors, agency, franchise or joint venture, of any kind between the parties, and neither party will have the right, power or authority to obligate or bind the other in any manner whatsoever, without the other party's prior written consent. This MoU does not preclude either party from entering into similar arrangement with any other party.
 10. **Anti-corruption compliance:** Parties and all its subcontractors, employees, associates, representatives, and any other persons acting on its behalf, shall conduct its operations at all times in strict compliance with all applicable existing and future laws, rules and regulations, including the Prevention of Corruption Act, 1988 and as modified from time to time, US Foreign Corrupt Practices Act (FCPA). For avoidance of doubt it is clarified that any funding, resources, or other contribution provided by SAP is not in exchange for an agreement to influence any action or decision to assist SAP in obtaining or retaining business or an improper business advantage.
 11. **Governing law:** All disputes arising out of or related to this MoU, including without limitation all matters connected with its performance, will be governed by, and construed and interpreted under, the laws of India, without reference to conflict of laws principles. Courts of New Delhi shall have sole and exclusive jurisdiction over matters arising out of this MoU.
 12. **Language and amendments:** This MoU shall be executed in English and English language original of this MoU shall prevail over any translation hereof into any other languages. Any provision of this MoU may be amended only by a written amendment duly signed by the parties.
 13. **Notices:** All notices required or permitted to be given hereunder shall be in writing, shall make reference to this MoU, and shall be delivered by hand, or dispatched by prepaid courier or by registered or certified mail, postage prepaid addressed to the other party's address as stipulated in this MoU.
 14. **Counterparts.** This MoU may be executed in any number of counterparts and each counterpart shall constitute an original instrument, but all the counterparts together shall constitute the same instrument.



15 **Force Majeure:** Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

For Directorate General of Training



(RAJESH AGGARWAL)

Director General (Training)

Directorate General of Training, Ministry of
Skill Development & Entrepreneurship,
Government of India

Date: July 13, 2018

Place: New Delhi

For SAP India Private Limited



(DEB DEEP SENGUPTA)

President & Managing Director
SAP Indian Subcontinent

Date: July 13, 2018

Place: New Delhi

APPENDIX – 1: PROPOSED ENGAGEMENT

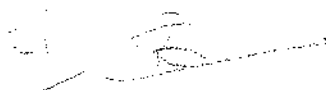
The parties proposed engagement is described in detail as follows:

Directorate General of Training has set up The National Skills Training Institute, Bhubaneswar for training of master trainers (TOT) and training of Instructors of Industrial Training Institutes (ITIs) and Polytechnics. The NSTI offers training programmes in the field of construction and real estate sector such as civil architectural design, heat ventilation and air conditioning (HVAC), interior design, mining and mineral processing, tourism and hospitality besides traditional trades like fitter, electricians, plumbers, and welders.

Realizing the need for a holistic collaboration between Government and industry to create a talent pool on modern technologies and skill development of youth to improve their employability, SAP India has preliminarily conceptualized an approach/program to work jointly with the DGT. SAP's proposal is planned around two distinct pillars of providing training on Enterprise Software (SAP Business One) and training on Data Sciences. As a starting point, SAP proposes to roll out the program at NSTI Bhubaneswar, which can be expanded to other locations in consultation and mutual agreement in the future.

The joint program between SAP and DGT is planned on following areas:

1. **Training on enterprise software:** SAP will train a pool of trainers at NSTI Bhubaneswar on Business One enterprise software. After the master training, NSTI Bhubaneswar trainers will run these programs autonomously for youth. This will provide exposure on Enterprise software to youth and help in enhancing their employability.
2. **Training on Data Sciences:** The MoU will cover a special training on Data Sciences for youth. Since Data Sciences is a specialized subject, the training is proposed to be provided to participants who possess the basic qualifications required (Bachelors / Master's degree in Science/ Technology/ Mathematics/ Statistics).



Detailed Scope of the proposed engagement:

1. Training on enterprise software:

- a. SAP will facilitate training of youth trainers on enterprise application software (i.e. Business One) in partnership with NSTI Bhubaneswar.
- b. SAP would provide backend support wherever needed.
- c. SAP may engage training/infrastructure partners for this purpose.
- d. The training will be run on cloud based infrastructure and the Ministry and/or designated organizations would be required to provide/procure the cloud infrastructure.

2. Data Sciences:

- a. SAP proposes to conduct basic exposure training on Data Sciences with focus on statistical tools and platforms like SQL, SPSS, SAS, STATA and/or Excel, Mathematical Modelling. The training will be imparted to youth and the exact course curriculum will be finalized on consultation with DGT.
- b. The typical duration of the programs is 6-8 months and SAP may engage training/infrastructure partners for this purpose.
- c. SAP proposes to initially conduct eight batches of 25 students each extendable based on mutual agreement.

The parties agree to the following roles and responsibilities:

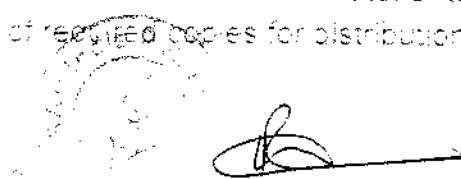
- a. SAP may, at its sole discretion, make reasonable efforts to:
 - Provide the software (Business One software only) and training curriculum to training organizations identified by DGT.
 - Ensure the availability of updated virtual training environment.
 - Generate awareness about the program through SAP customers, events and other platforms.
 - Assign senior leadership members as point of contact of DGT for the scope of this program.
 - Provide information to DGT on various elements such as number of participants, trainers etc. as and when required.
 - Participate in reviews and impact assessment discussions and studies as and when required.
- b. DGT may, at its sole discretion, make reasonable efforts to:
 - Provide the training infrastructure including the physical space, hardware, civil works, electrical, suits, internet connectivity and related requirements for the trainings.



- Identify and provide the manpower for training as trainers to facilitate the curriculum delivery, wherever required
- Identify and source participants for the training programs
- Create awareness about the program
- Work on program for joint certification of participants
- Create a platform for SAP to engage with trainees for workshops and events
- Assign a single point of contact for this engagement for interactions with SAP teams
- Facilitate the National Skills Qualifications Framework (NSQF) compliance for the trainings
- Ensure that there is no infringement of copy right and other IPR owned by SAP on the software and/or training content
- Provide and procure the ICT / cloud infrastructure for SAP enterprise software training.

The parties further agree to the following:

1. The number of programs during the period of MoU will be mutually decided by both parties in line with the proposal already submitted by SAP.
2. For training on Enterprise Software, the learning and enablement would be limited to SAP Business One software only and unless otherwise agreed, training on other software offered by SAP will be covered under the scope of this MoU.
3. The number of trainers under the train the trainers program will be mutually agreed at the start of the program. SAP will conduct one batch of train the trainers program. Post the train the trainers facilitation by SAP, DGT will run the program autonomously. The trainers to be certified by DGT will possess the minimum qualifications and experience as mutually agreed by DGT & SAP.
4. The certification offered to participants of the training programs will be limited to the certification of their participation only and will not in any manner be considered equivalent or equal to SAP standard education and certification. DGT will inform the participants about the same in advance at the beginning of the training programs.
5. DGT will be responsible for quality of training delivery and conduct of programs. DGT will take sufficient care to ensure the quality of class room training by trainers through a regular monitoring program. SAP agrees to offer any help to improve the course curriculum based on feedback received from the participants through DGT.
6. DGT will be responsible to ensure satisfactory conduct of each class session on the schedule and the safety of required infrastructure. DGT also agrees to ensure that the participants selected for the program possess the minimum qualifications as agreed mutually between SAP and DGT.
7. SAP will offer one set of electronic course material to NSTI Bhubaneswar. DGT will ensure the creation of required copies for distribution.



8. DGT and SAP will make reasonable efforts to obtain the National Skills Qualifications Framework (NSQF) compliance for the trainings.
9. DGT will ensure the availability of required support personnel for IT infrastructure including the SAP software.
10. DGT agrees to display the plaque or any other displays provided by SAP for promotion of the training programs in such a place that they are properly visible.
11. SAP shall in no way whatsoever use the name or trademark or logo of DGT in any of its advertisements or buildings without the prior written approval of DGT.
12. DGT and SAP agree to create a milestone based plan at the start of engagement and to create a governance structure to review the milestone progress periodically.
13. The duration and content of courses will be mutually agreed at the start of the program.

