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

Statement of Work

The information in this Statement of Work may not be disclosed outside of GLA University and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the Statement of Work, provided that, if a contract is awarded to IBM as a result of or in connection with the submission of this Statement of Work, GLA University will have the right to duplicate, use or disclose the information to the extent provided by the contract. This restriction does not limit the right of GLA University to use information contained in this Statement of Work if it is obtained from another source without restriction. IBM retains ownership of this Statement of Work.

Overview and Approach

This Statement of Work ("SOW") is between GLA University and the IBM India Pvt. Ltd. legal entity ("IBM") on joint programs for the students enrolled at GLA University.

GLA University will roll out a number of programs including certificate, diploma, full time undergraduate programs, full time graduate engineering programs and post graduate programs, with specialization in IT aligned with mutually identified Industry domain verticals and technology offerings. IBM will provide reasonable support as set forth below to have GLA University commence and conduct this initiative. Such support will include assistance in the form of providing identified IBM specialization courseware, and academic support through Subject Matter Experts (SMEs). The roles and responsibilities and deliverables from IBM and GLA University are described in the sections that follow.

1. IBM Statement of Work

This section describes the work to be provided by IBM (the "Services") to GLA University ("Client", also called "you" and "your") under the terms and conditions of the agreement identified in the signature block of this SOW (the "Agreement"). In addition, your responsibilities are listed.

The following are incorporated in and made part of this SOW:

- Appendix A: Project Procedures
- Appendix B: Sample Project Change Requests
- Appendix C: Roles and Responsibilities
- Appendix D: List of Programs
- Appendix E: Charges

1.1 Project Scope

Under this project IBM will collaborate with GLA University on joint programs for the students enrolled at GLA University campus.

IBM's estimatedcharges and schedule are based on performance of the activities listed in the "IBM Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Appendix A-1: Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using IBM's standard rates in effect from time to time for any resulting additional work or waiting time.

1.2 Facilities and Hours of Coverage

IBM will:

a. perform the Teach the Trainer (T3) Services and Subject Matter Expert (SME) visits at the location agreed on by IBM and Client. This can, for example, be at the Client or third-party location. Client and IBM understand and acknowledge that IBM is permitted to use global resources (non-permanent residents used locally and personnel in locations worldwide) for the delivery of Services.

b. perform the work remotely, through IBM Webinars for example, or at your facility in {insert name of city and state of each Client location where Services are to be performed} or in an off-site location mutually agreed to by the parties in order to complete its responsibilities under this SOW.

c. provide the Services under this SOW during normal business hours, {8:30 AM to 5:15 PM, local time, Monday through Friday}, except holidays. If necessary, you will provide after-hours access to your facilities to IBM personnel. Out-of-town personnel may work hours other than those defined as normal business hours to accommodate their travel schedules.

1.3 IBM and GLA University Responsibilities

The IBM and GLA University Responsibilities are defined in Appendix C: Roles and Responsibilities.

1.4 Deliverable Materials

The following deliverables are provided to Client as part of the Services:

a. Printed Courseware Books:

Printed Courseware Books for IBM specialization subjects will be provided to faculty members (maximum 5) who have attended and successfully completed the Teach the Teacher (T3) session on the course subject and who will be covering that subject in the upcoming semester with the students at GLA University. IBM will also provide 5 copies of the printed courseware books for IBM specialization subjects to the campus library. The specific subjects will be jointly determined by IBM and GLA University during the course of the SOW. The Printed Courseware Books are considered Student Course Materials.

Student Course Materials include those Materials, created during the Service performance period or otherwise (such as those that pre-exist the Service), in which IBM or third parties have all right, title, and interest (including ownership of copyright). IBM grants you an irrevocable, nonexclusive, worldwide, paid-up license for the faculty and students to use and display the course materials. IBM will deliver the course materials through the online platform to the student attending the program for the corresponding period. Student Course Materials may not be further copied or distributed outside the GLA University's enterprise. GLA University will not make any copies, transfer, assign or create derivative works of any training material, including any lab (VM image) setup software image that is provided. GLA University agrees that the image stored on any machines in GLA University possession will be completely removed on completion of the program. Student courseware will be listed after finalization of the Curriculum grid (which will come out of the Curriculum Workshop).

The parties understand and agree that the licenses granted in the paragraph above apply only to the library and individuals associated with the {insert name of campus} campus of GLA University. So only those students and faculty members who are associated with that campus, and authorized per the above licenses, may utilize these licenses. Any other use is a violation of the above listed licenses.

1.5 Enrollment Requirements

For the Bachelor of Technology Program, the minimum number of students to be enrolled in the program for the program to commence be as per Appendix E. GLA University can establish the maximum number of students to be enrolled based on GLA University criteria.

If at any time during the first year (i.e., Semesters 1 and 2), for whatever reason, the number of students decreases below the established minimum number of 60, the program may terminate and GLA University will redeploy the students to other concentrations and/or areas of study. There will not be a new intake of students in the following semester. However, the GLA University, after IBM's agreement can enroll students into the IBM ICE program in the subsequent semester/academic years.

If the number of students in the program after the first year remains above the established minimum, then the next intake of students in the subsequent academic years can take place. As the program continues, if at any time, for any reason, the number of aggregate students enrolled drops below the established minimum, the next intake of students in the subsequent academic years may not take place. GLA University will redeploy any students in their first year to other concentrations and/or areas of study. Any students in their second year and beyond (i.e., in Semester 3 or later) will remain in the program until the last student has completed ICE material to be eligible to graduate. During this time GLA University will pay for the remaining students or the established minimum, whichever is greater.

1.6 Completion Criteria

IBM will have fulfilled its obligations under this SOW when any one of the following first occurs:

a. IBM completes the IBM responsibilities, including provision of the deliverables, if any; or

b. the Services are terminated in accordance with the provisions of this SOW and the Agreement.

For the Bachelor of Technology Program, if any students are in their first year (i.e., Semesters 1 or 2) while (b) above occurs, GLA University will redeploy those students to other concentrations and/or areas of study. GLA University will not enroll any new students into the program. If any students are in or beyond their second year (i.e., in Semester 3 or later) in the program while (b) above occurs, the program must continue until the last student has completed IBM ICE program course material to be eligible to graduate. During this time, the GLA University will pay for the remaining students or the established

minimum, whichever is greater. During this period, GLA University will not enroll any new students into the program. While the (a) above occurs and all students have completed ICE program course material. GLA University will not enroll any new students into the program.

1.7 Term

This SOW will be initially valid for a period of six years and will renew for periods of six years on the same terms and conditions unless: (1) terminated by either party prior to such expiration of the SOW in accordance with the terms of the SOW and the Agreement or (2) renegotiated between the Parties. The parties can establish an agreed on interval to renegotiate the SOW.

1.8 Charges

See Appendix E: Charges for the services charges for this SOW.

1.9 Additional Terms and Conditions

1.9.1 Data Processing Protection

IBM's Data Processing Addendum (DPA) at http://ibm.com/dpa and DPA Exhibit for IBM Systems Unit Services and Offerings at https://www.ibm.com/technologyconnect/gdpr/index.xhtml?aliasId=Gdpr apply to the processing of Client's personal data by IBM on behalf of Client in order to provide IBM Services, if and to the extent the i) European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at http://ibm.com/dpa/dpl apply.

1.9.2 Confidential Information

Notwithstanding anything to the contrary in the Agreement, the parties hereto agree that the IBM Agreement for the Exchange of Confidential Information ("AECI") shall govern the obligations and rights of the parties with respect to any Information (as defined in the AECI) exchanged between the parties during the term of this SOW. The AECI is incorporated into, and subject to, this SOW, and is located at:

https://www.ibm.com/support/customer/csol/terms/?cc=us&lc=enss

(which location may be changed from time to time). The terms of this SOW shall be considered confidential information under the AECI.

1.9.3 Compliance with Laws and Regulations

Each party is responsible for complying with: i) laws and regulations applicable to its business and content, and ii)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.

Client acknowledges that IBM may use global resources (non-permanent residents used locally and personnel in locations worldwide). Client shall not provide content that is export controlled or requires an export license by IBM or its Affiliates.

1.9.4 Termination

This SOW will be initially valid for a period of four years and on its expiry will renew for periods of four years on the same terms and conditions unless terminated by a Party prior to such expiry of the SOW in accordance with the terms of the SOW. Either Party may terminate the SOW with thirty days' written notice if the other Party commits a material breach of the terms and conditions enumerated in this SOW and fails to cure the same within the aforesaid notice period. Notwithstanding such termination, all the batches of students admitted to these Programs during the currency of this SOW will be taken to logical conclusion of their Program by both Parties wherein each Party would be bound to perform their Roles and Responsibilities as enumerated in this SOW.

IBM may terminate this SOW in full or in part, in the event:

(i) The student enrollment count falls below the mutually agreed upon threshold as stated in Annexure C (Financial Terms - Fees to be paid to IBM).

(ii) Of default or delay in any payment due from GLA University to IBM.

(iii) Of a Copyright/branding violation or a breach of any terms of the SOW by GLA University.

GLA University may terminate this SOW in the event:

(i) IBM fails to deliver the mutually agreed upon number of T3's & webinars, per the deliverables listed in Annexure A.

1.9.5 Indemnities

GLA University hereby unconditionally and irrevocably agrees, to indemnify, keep indemnified and save and hold harmless IBM, its directors, employees and agents from and against any and all losses, claims, damages, liabilities, expenses and disbursements (including all legal and other costs, charges and expenses) incurred by IBM in connection with this agreement whatsoever arising out of or resulting from any legal proceedings, civil suit, defence, or other action initiated or instituted in respect of or relating to this agreement, including the following:

(1) Infringement by GLA University of IBM's or any third party's intellectual property rights;

(2) Acts of negligence and misconduct of GLA University, its directors, employees and agents resulting in loss of life or bodily injury, damage to real property;

(3) Non-compliance by GLA University of applicable laws;

(4) Representations and warranties made by GLA University not authorized by IBM; and

(5) GLA University conduct and/ or relations with any third parties.

Notwithstanding anything contained herein above,GLA University indemnity in any case shall not extend to events beyond breach of agreement and it shall not extend to the events over which the party giving the indemnity, i.e.,GLA University has no personal control.

1.9.6 Confidentiality

The existence and substance of this Agreement and the provision of services contemplated hereby will be kept confidential and will not be disclosed by 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. In all cases where disclosures are necessitated by law the other Party will 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 GLA University and IBM in connection with this Agreement will be governed by the terms and conditions of "Agreement for Exchange of Confidential Information" (described under section 9 under this Agreement).
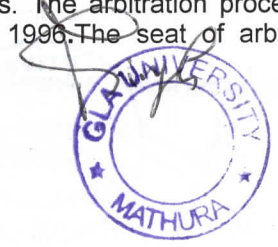
1.9.7 Limitation of Liability

Notwithstanding anything to the contrary contained herein or in the Agreement for Courses and Education Materials, circumstances may arise where, because of a default on IBM's part, GLA University is entitled to recover damages from IBM regardless of the basis on which GLA University 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 will be as per the terms and conditions of the Agreement for Courses and Education Materials under which such Product or Service is acquired.

In no event will either Party be liable for any lost profits, lost savings, loss of data, lost business, indirect damages, 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 except as provided otherwise or under the Agreement for Courses and Education Materials.

1.9.8 Arbitration

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/Agreement for Courses and Education Materials or the subject matter thereof will 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. The decision of the arbitrators will be final and binding on the Parties. The arbitration proceedings will be conducted in accordance with Arbitration and Conciliation Act, 1996.The seat of arbitration will be Bengaluru and the cost of arbitration will be shared by the Parties.

1.9.9 Publicity

IBM and GLA University 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.

1.9.10 Accommodations for individuals with disabilities

If reasonable accommodations are required for an individual with a disability, please advise IBM of the accommodations in advance.

1.9.11 Patents and copyrights

If a third party claims that the education materials we provide to you infringe that party's patent or copyright, we will defend you against that claim at our expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that you:

- promptly notify us in writing of the claim; and
- allow us to control, and cooperate with us in, the defense and any related settlement negotiations.

If such a claim is made or appears likely to be made, you agree to permit us to enable you to continue to use the education materials, or to modify or replace them. If we determine that none of these alternatives is reasonably available, you agree to return the education materials to us on our written request. We will then give you an appropriate credit for the returned materials.

This is our entire obligation to you regarding any claim of infringement.

We have no obligation regarding any claim based on your modification of education materials.

1.9.12 Warranty

WE MAKE NO WARRANTY AS TO RESULTS TO BE ATTAINED BY ATTENDING OUR CLASSES OR USING OUR EDUCATION MATERIALS.

1.9.13 General

You agree not to copy our copyrighted material without our prior written consent.

You agree not to use recording equipment in our classes without our prior written consent.

You agree not to use our trademarks, trade names, or other designations in any promotion or publication without our prior written consent.

Each party will be responsible for its own expenses in connection with this SOW.

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.

Each Party will 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.

1.10 Acceptance

IBM India Pvt. Ltd. agrees to provide the Services provided Client accepts this SOW, without modification, by signing in the space provided below: (on or before _____)

a) This Agreement ("Other Terms"), Agreement for Courses and Education Material supersede all prior proposals and discussion on this subject and is the complete and exclusive statement of the agreement between the parties. In case of conflict between the terms of this Agreement, the terms of the Agreement for Courses and Education Material, the terms of this Agreement shall prevail. This Agreement ("Other Terms") cannot be modified except by a written agreement signed by the authorized representative of each of the GLA University and the IBM India Pvt. Ltd. Any reproduction of this Agreement ("Other Terms") by reliable means will be considered an original of this document.

b) Each party will be responsible for its own expenses in connection with these discussion.

c) Except as set forth herein, there are no restriction on either as a result of these discussion and either party is free to pursue a similar business relationship with others at any time.

d) Each Party will 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.

e) Both parties have obligation to ensure adherence to the present Agreement.

f) Representation and Warranties of IBM

IBM hereby represents and warrants to GLA University that:

   i. It has all necessary power and authority to enter into this Agreement and to fully perform its obligations hereunder.

   ii. Neither the execution of this Agreement nor the performance by it of any of its obligation including the Roles and Responsibilities hereunder will conflict with or results in a breach of any provisions of law, regulation, judgement, order, authorization, agreement or obligation or document binding on or applicable to IBM.

g) Neither of the Parties may assign, or otherwise transfer, its right or delegate its duties or obligations under this Agreement without prior written consent of the other Party. Any attempt to do so is void.

This SOW, its Appendices and the Agreement identified below, are the complete agreement regarding Services, and replace any prior oral or written communications between us. Accordingly, in entering into this SOW, neither party is relying upon any representation that is not specified in this SOW including without limitation, any representations concerning 1) estimated completion dates, levels of service, hours, or charges to provide any Service, 2) the experiences of other Clients, or 3) results or savings Client may achieve.

Additional or different terms in any written communication from GLA University (such as a purchase order) are void. Each party agrees that no modifications have been made to this SOW. This SOW cannot be modified except by a written agreement signed by the authorized representatives of GLA University and IBM.

Each party accepts the terms of this SOW by signing this SOW (or another document that incorporates it by reference) by hand or, where recognized by law, electronically. Once signed, please return a copy of this document to the IBM address shown below. Any reproduction of this SOW made by reliable means is considered an original. If there is a conflict between the terms of this SOW and the Agreement, the terms of this SOW will govern.

Agreed to:

GLA University

By:

(signature)

Authorized signature

Ashok Kumar Singh
Registrar
GLA University,

Title: _17 Km Stone NH-2, Mathura-Delhi Road_

Name (type or print): _P.O. Chaumuhan, Mathura ___ ___ India_

Date:

Agreed to:

IBM India Private Limited

By:

(signature, stamp: IBM India Private Limited Bangalore 560 029)

Authorized signature

Title: Program Director - IBM

Name (type or print): Vithal Madyalkar

Date: 6/9/2021

Agreement name:

IBM Client Relationship Agreement ("CRA" or "Agreement") located at:

https://www.ibm.com/support/customer/csol/terms/?cc=us&lc=enss

Agreement number/date:

Agreement for Exchange of Confidential Information ("AECI") located at:

https://www.ibm.com/support/customer/csol/terms/?cc=us&lc=enss

Statement of Work number:

IBM India Pvt. Ltd. address:

Institution Address:

GLA University

Appendix A: Project Procedures

A - 1: Project Change Control Procedure

A Project Change Request ("PCR") is used to document a change and the effect the change will have on the Services. Both parties will review the PCR and agree to implement it, recommend it for further investigation, or reject it. IBM will specify any charges for such investigation. A copy of a Sample Project Change Request is contained in Appendix B.

A - 2: Deliverable Acceptance Procedure

a. Within five (5) business days of receipt, Client Point of Contact will either accept a deliverable or provide IBM with a list of requested revisions; otherwise the deliverable will be deemed accepted.

b. The revisions recommended by Client and agreed to by IBM will be made and the deliverable will be resubmitted and deemed accepted.

c. The revisions recommended by Client and not agreed to by IBM will be managed through the Project Change Control Procedure.

A - 3: Escalation Procedure

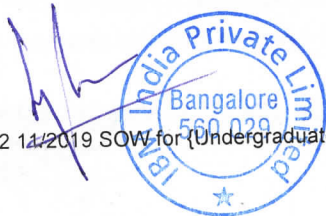Client and IBM will meet to resolve issues relating to the Services.

a. If an issue is not resolved within three (3) business days, Client's executive sponsor will meet with IBM's executive sponsor to resolve the issue.

b. If the conflict is resolved, the resolution will be addressed through the Project Change Control Procedure.

c. While a conflict is being resolved, IBM will provide Services relating to items not in dispute, to the extent practicable pending resolution of the conflict; Client agrees to pay invoices per this SOW.

Appendix B: Sample Project Change Request

PROJECT CHANGE REQUEST (PCR)

PCR Date:	Requested by:	PCR Number:

This PCR must be approved by both parties and signed below on or before the offer expiration date before the PCR can be implemented. This offer will expire on _____, unless extended by IBM in writing. All other terms in the referenced SOW not affected by this PCR remain in full force and effect.

The parties agree that this PCR modifies the existing referenced SOW as follows:

{insert language regarding the changes to the SOW here}

{insert language regarding the impact of the changes here… sample text is below}

If extending the date: The new estimated End Date is {End Date}.

If adding hours: The additional estimated services hours for this PCR are {Number of hours}, at ${Hourly rate} per hour, for additional estimated professional services charges of ${Fee total}.

If adding Fixed Fee Services: The additional fixed fee for performing the Services defined in this PCR is ${Fee total}.

If adding T&L: The additional estimated travel and living expenses (including actual transportation and lodging, and per diem meal expenses) for this PCR are ${Expenses}.

PCR Approval

In entering into this PCR, you are not relying upon any representation made by or on behalf of IBM that is not specified in the Agreement or the SOW, including, without limitation, the actual or estimated completion date, number of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under the SOW. Each of us agrees that the complete agreement between us about these Services consists of 1) this Project Change Request, 2) the referenced SOW including any previous mutually-approved PCRs, and 3) the Agreement or any equivalent agreement in effect between us as identified in the SOW.

Agreed to:	Agreed to:
GLA University	IBM India Pvt. Ltd.
By (Authorized Signature): **DRAFT – NOT FOR SIGNATURE**	By (Authorized Signature): **DRAFT – NOT FOR SIGNATURE**
Title:	Title:
Name (type or print):	Name (type or print):
Date:	Date:
PCR Estimated Start Date (remove if not applicable):	Statement of Work Name:
PCR Estimated End Date (remove if not applicable):	Statement of Work Number:

Appendix C: Roles and Responsibilities

1.   IBM Responsibilities

Project Management

IBM will provide project management for the IBM responsibilities in this SOW. The purpose of this activity is to provide technical direction and control of IBM project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity.   This activity is composed of the following tasks:

Planning

IBM will:

a.   review the SOW and the contractual responsibilities of both parties with your Point of Contact;

b.   maintain project communications through your Point of Contact;

Project Tracking and Reporting

IBM will:

a.   review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Point of Contact;

b.   review the IBM standard invoice format and billing procedure to be used on the project, with your Point of Contact;

c.   work with your Point of Contact to address and resolve deviations from the project plan;

d.   administer the Project Change Control Procedure with your Point of Contact; and

e.   coordinate and manage the technical activities of IBM project personnel.

In addition to Project Management, IBM will also provide the following:

a) Curriculum consultancy and Courseware

- Collaborative work on curriculum design for the Programs being launched jointly.

- IBM ICE courseware for each of the specialization courses under the Programs, kept reasonably updated by SMEs.

-Availability of specialization courseware for Students enrolled under the Programs at GLA University.

b) List of Deliverables to be provided by IBM

IBM will provide the following deliverables to GLA University:

(i) Ecosystem platform support.

   - The web portal – an online ecosystem platform - provided by IBM authorized training partner, to be the underlying framework for the engagement between IBM, GLA University and the GLA University students who take admission under the joint Programs. The students will access online, the IBM ICE specialization courses and other online collaborative environment functionalities. In situations where the eco-system platform needs to be replaced during the course of delivery for certain reasons, IBM will replace it with a functionally similar platform.

- All relevant course material pertaining to the IBM provided specialized Programs will be made available to the students on this platform. IBM/IBM Partner shall update the software if required from time to time.

- IBM to provide access to the online platform for every student enrolled into the program for the duration of the course fee charged for that student.

- IBM to provide 1 copy each of printed courseware books for IBM Specialization subjects for faculty members (maximum 5), who have attended and successfully completed the T3 session on the course

subject and who will be covering that subject in the upcoming semester with the students at GLA University.

- IBM to provide 5 copies of the printed courseware books for IBM specialization subjects to the campus Library.

(ii) The centralized Teach the Teacher (T3) program workshops will be conducted on the IBM specialization courses, (to be taught in the following or subsequent semesters), by IBM partners' Subject Matter Experts (SMEs), for select GLA University Faculty. The dates, frequency, and venue will be shared by IBM. In some cases, the venue may be in an off-site location.

T3 Workshop to be delivered by IBM partner for each IBM specialization Subject in each Program.

T3 workshops will be for a duration of 3 to 4 days, depending upon the IBM specialization subject credit hours.

T3 Workshop will be delivered for a batch of maximum of 5 select faculty members of GLA University.

In case of repeat T3 courses or for new teachers, additional courses will be delivered by IBM partner on a chargeable basis which shall be handled via the Project Change Control Procedure in Appendix A.

(iii) IBM to support the visit of the IBM / Partners' technology professionals to the campus for student interactions as per program requirements. The dates and session topics will be jointly decided by IBM and GLA University.

c) Other support
- Nominate a Program Manager for coordination between IBM and GLA University.
- Facilitate the issual of IBM Digital Badges to all students who complete the IBM ICE Program successfully.

Delivery component	Delivery details
Curriculum workshop	Once at the beginning of the engagement. Any further requirement for curriculum workshop/updates will be arranged with the University using a Project Change Request.
Teach the Teacher (T3)	Once per program per course for the upcoming course to be introduced for the first time. Each program specialization will have the maximum number of 8 courses across four years of study for each student enrolling into the program.
Teach Bank	Provision for Teach Bank (Teach-the-Teacher)for two mutuallyidentified IBM specialization courses of 3 credits each (4 x 2 = 8 teach days) for each academic year. The teach bank has to be utilized within the same academic year and cannot be carried forward in part or full to the next academic year.
Industry Guest Lectures	Twice per semester.
Poster competition	Once for the first semester in the University campus or virtually announced by IBM. The competition will be announced and executed using the online ecosystem platform.
Direct delivery to 4th year Students	Direct delivery to IBM students in their 4th year of study through online/virtual mode. 4 days of direct training to students – each semester 30 x 2 hours of online virtual interactions per year 2 campus activities Project based assessment and evaluation A certificate will be awarded to all students successfully completing this subject and the project.

Certificate of completion (for Students)	One consolidated completion certificate or badge in relation to the completion of Program shall be provided, on being informed by the University, about the successful completion of the Program by the student(s) who had enrolled into the IBM specialization program. The University/Institution represent and warrant that, they will provide accurate details on the number and details of the students who have completed the program, based on which IBM will issue the relevant certificates or badges of completion to those students.
Certificate of completion (for Faculty)	One completion certificate or badge for participation and completion of each Teach the Teacher (T3) program attended, shall be provided, on being informed by GLA University and upon confirmation from the Subject Matter Expert who delivered the T3 program.
Courseware access	Relevant courseware and program access through the online ecosystem platform for the enrolled students and faculty team
Labs	Advice/Suggest on the lab setup and lab instructions for students
Courseware (Printed books) for faculty team	One time - 5 printed courseware books per course
Courseware (Printed books) for Library	One time - 5 printed courseware books per course

"The parties acknowledge and agree that COVID-19 is an event beyond the parties' reasonable control, and it is not possible to foresee (or advisable to try and foresee) its duration, impact or extent (including measures and recommendations that may be put in place by regulators). As such, where a party's non-monetary obligations are not performed, affected, and/or delayed and that is attributable to COVID-19 or its related impacts, notwithstanding any other provision in the agreement, the affected party will not be responsible for such non-performance, affected performance or delay. The parties will act responsibly to discuss the affected obligations, potential work-arounds and related issues in good faith and will document any agreed changes to the agreement."

2.   GLA University Responsibilities

Prior to the start of the engagement, GLA University will designate a person ("Point of Contact"), to whom communications relative to this SOW will be addressed and who will have the authority to act on GLA University behalf in all matters regarding this SOW. GLA University Point of Contact will:

a. Assist in the curriculum management

- Nominate Curriculum Program Managers for each Program being run under this SOW.

- Guide IBM Program team on curriculum inclusion and content development.

- Approve the jointly developed Curricula and courseware.

- Publish new Curricula for each batch as part of GLA University Programs.

b. Manage the administration of the Program

- Nominate a Single Point of Contact (SPOC) for coordination with IBM.

- Nominate GLA University faculty for the courses under this SOW, and to make them available for the T3 workshops.

- Program promotion through a structured Program campaign.

- Conduct the Admission Exams and appropriate Counseling, and select and enroll students, based on a high standard of admissions.

- Share the student data, for all students enrolled under this Program in the designated format, with IBM.

- Collect students' fees, and pay to IBM as per this SOW.

c. Execute the Course delivery

- Run and manage the delivery of classes and labs by competent faculty of GLA University.
- Provide detailed session plans for the Programs to be provided to IBM.
- Provide access to required infrastructure for running the Programs as per IBM's specifications.
- GLA University to own the issuance of the degree to the participating students.
- Manage quality of teaching at a high level of academic standards. The faculty will need to pass IBM's qualifying tests from time to time.

d. Other responsibilities

- Provide adequate computing infrastructure to the enrolled students for their Lab work.
- Provide adequate bandwidth to the students enrolled in the joint Programs, such that there is no response time constraints faced by them in using the cloud based platform.
- Manage suitable usage of the cloud based platform by students. GLA University shall provide usage reporting of the cloud based platform at regular intervals.
- Manage excellent Placement record for students enrolled in the joint Programs.
- GLA University has the responsibility to give the details of the students every semester.
- GLA University will also own the communication to IBM of the successful completion of student graduation based on which IBM will issue the completion certificate or badge. Any discrepancies on this will be the responsibility of GLA University.
- IBM's responsibilities are dependent on GLA University fulfilling their responsibilities and that GLA University will own the students' responsibility if they fail to comply with any of their responsibilities or default on payment. IBM may withdraw its services / cancel the SOW, if GLA University defaults on payment and IBM will not be responsible for any consequences / student dissatisfaction / failure.

e. University/Institution General Responsibilities

IBM/IBM partner's performance is dependent on GLA University management and fulfillment of its responsibilities under this SOW and the SOW specified below, at no charge to IBM. Any delay in performance of GLA University responsibilities may result in additional cost and/or delay of the completion of the project covered by this SOW, and will be handled in accordance with the Project Change Control Procedure. GLA University will:

- make appropriate personnel available to assist IBM/IBM partner in the performance of IBM's responsibilities;
- provide a suitable Seminar / Webinar (for Industry Guest lectures) room for the number of students equipped with proper acoustics and Audio/Video equipment: Speakers, multiple Microphones for student Q&A sessions, Projector, Internet Connectivity with adequate bandwidth, Landline Telephone connection in the Seminar/Webinar room, etc.;
- provide IBM/IBM partner with the address and room details of the training location;
- provide a suitable training room for the number of students, including an adequate number of power sockets, an overhead projector and whiteboard and/or flipchart and connectivity to necessary systems and environments;
- provide the required equipment and installation (including hardware and software) to run the Course(s) detailed in Scope of Work for the duration of the Course(s);
- if, on instructor arrival, there are setup issues and the instructor is unable to get the environment up and running within a reasonable period, the engagement will be rescheduled and an additional fee will be levied. For the purpose of this SOW, a "reasonable period" is defined as not to exceed three hours. A Project Change Request will be required to reschedule the engagement;
- if required, provide IBM/IBM partner personnel with access at the GLA University premises to set up the equipment for each course running in the university campus on a day prior to the start of each course (this may include access outside of normal business hours);

- if applicable, provide safe access, suitable office space, supplies, furniture, high speed connectivity to the Internet, and other facilities for IBM's personnel while working at the GLA University campus;

- unless facilities are provided by IBM/IBM partner, be responsible for the secure storage of all IBM-owned hardware and software while at the GLA University premises;

- allow IBM to cite university name and the general nature of the Services IBM performed for the GLA University to IBM's other clients/partners and prospective clients/partners as an indication of IBM's experience, unless both GLA University and IBM specifically agree otherwise in writing;

- agree that IBM and its subcontractors/partners may process the business contact information of the GLA University, its employees and contractors worldwide for our business relationship, and the GLA University has obtained the necessary consents. IBM will comply with requests to access, update, or delete such contact information;

- obtain any necessary consents and take any other actions required by applicable laws, including but not limited to data privacy laws, prior to disclosing any of its employee information or other personal information or data to IBM/IBM partner. GLA University also agrees that with respect to data that is transferred or hosted, GLA University is responsible for ensuring that all such data adheres to the laws and regulations governing such data;

- be responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect your existing systems, applications, programs, or data to which IBM will have access during the Services, including applicable data privacy, export, import laws and regulations, and product safety and regulatory compliance for non-IBM products including those recommended by IBM. GLA University is solely responsible for obtaining advice of legal counsel as to the compliance with such laws and regulations;

- be responsible for any data and the content of any database, the selection and implementation of procedures and controls regarding its access and use, backup and recovery and security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel; and

- acknowledge that any responsibilities not specifically stated in this SOW as IBM responsibilities are deemed out of scope.

3. Joint Programs

-GLA University & IBM team will select and propose appropriate Programs based on market and industry alignment from time to time, with mutual consultation &SOW.

-The commencement date for the above Programs will be mutually decided by GLA University and IBM.

-GLA University & IBM team will decide the credits for each of the programs and may alter the course duration for each of the Programs, after due approval from the Academic Council of GLA University, and announce it through the GLA University website.

4. Course Administration Process

- Student will enroll at GLA University every year in the selected Programs for that Academic Year.

- Database of enrollments will be shared with IBM after the admissions process is completed, but not later than September 30th of the year.

- Batches will commence as per university/institute schedule.

- IBM will provide Program Access for the portal to all enrolled students.

- GLA University will plan and deliver the classes and labs as per the academic requirement.

5. Academic Engagement

-The list of initial Programs, proposed to be commenced by GLA University under this SOW is listed under Appendix D: List of Programs.

-The commencement date for the above Programs will be mutually decided by GLA University and IBM. Efforts will be made to launch these Programs beginning with the 2021-22Academic Year.

Appendix D: List of Programs

The following Integrated B.Tech graduate programs (4 years duration) is being executed under this SOW by GLA University:

-Integrated B.Tech CSE with specialization in Artificial Intelligence & Machine Language (in collaboration with IBM)
-Integrated B.Tech CSE with specialization in Data Science (in collaboration with IBM)
-Integrated B.Tech CSE with specialization in Cyber Security & Forensics (in collaboration with IBM)
-Integrated B.Tech CSE with specialization in Cloud Computing & Virtualization (in collaboration with IBM)
-Integrated B.Tech CSE with specialization in Internet of Things(in collaboration with IBM)

If GLA University wants to offer any new IBM specialization program from the above list, then GLA University will have to make a request to IBM and it will handled under the Project Change Control Procedure. This will need to be approved by IBM and may result in additional charges to be incorporated in the Charges section in Appendix E.

The list of specialization offerings under the IBM ICE program:

IBM ICE Integrated Graduate programs:

- Cloud Computing & Virtualization
- Mainframe Technology
- IT Infrastructure Management
- Open Computing
- Telecom Informatics
- Healthcare Informatics
- E-Commerce, Retail & Automation
- Banking, Financial Services and Insurance
- Cyber Security & Forensics
- Graphics & Gaming
- Data Science
- Internet of Things
- Artificial Intelligence & Machine Language
- Manufacturing Systems
- BlockChain

Appendix E: Commercials

IBM will invoice you for the Services performed in accordance with the table below, plus applicable taxes, in connection with the Services. Amounts are due upon receipt of the invoice and payable before the due date mentioned in this agreement to IBM's account. Late payment fees may apply.

Academic Year	2021-22	2022-23	2023-24	2024-25
Expected Number of students to be enrolled by GLA University for the joint collaborative program with IBM	650	650	650	650

Per student (per year) fee to be paid to IBM by GLA University for student Courseware & Program access;

- Rs.25,000/- (plus applicable taxes) per year.
- The per student fee payment for 2021-22 academic year will be Rs.21,250per year plus applicable taxes(Rs.10,625/- per semester).GLA University will make this semester payment to IBM before August 31st and before January 31st every year.
- The per student fee payment for 2022-23 academic year onwards will be Rs.25,000 per year plus applicable taxes(Rs.12,500/- per semester).GLA University will make this semester payment to IBM before August 31st and before January 31st every year.

The student fees for years beyond 2024-25 will be revised upwards, as per the mutual agreement between IBM and GLA University through a Project Change control.

2021-22 Academic Year;
It must also be noted that the hardware, software and infrastructure implementation (as defined, but not restricted to, under the section "e. University/Institute General Responsibilities" inside Annexure A, ii. GLA University Responsibilities), for offering and running the IBM courses, will be the responsibility of GLA University and which must have been implemented before the IBM ICE program course commencement at GLA University campus.

The student fee payment, by GLA University to IBM, for student Courseware & Program access to be paid before the commencement of the session for the students for the academic year 2021-22.

The payment for T3 workshop / IBM ICE Branding support is non-refundable. However, it may be adjusted against the student fee, at the time of payment of the fee to IBM for the student enrolments for that the respective academic year.

2022-23 Academic Year onwards;
GLA University will pay IBM Rs. 10,00,000 (plus applicable taxes) for the Teach the Teacher (T3) workshop / IBM ICE Branding support by May 1st every year.

Notes:
(1) GLA University will enroll 650 students (each academic year) in the joint collaborative program with IBM.
(2) The actual payment to IBM by GLA University will be calculated, on the basis of the per student rates provided above, depending upon the actual number of students enrolled into the program or the minimum number of students committed by GLA University to IBM in this agreement, whichever is greater.
(3) If the new batch of student enrollments falls below 120 students in any academic year from the academic year 2021-22onwards, IBM will have an option to withdraw from the program.
(4) The advance payment for the IBM ICE program branding/T3 workshop is non-refundable. However, it is adjusted against the student fee, at the time of paying the fee to IBM for the student enrollments for that academic year.

Appendix D: List of Programs

The following Integrated B.Tech graduate programs (4 years duration) is being executed under this SOW by GLA University:

-Integrated B.Tech CSE with specialization in Artificial Intelligence & Machine Language (in collaboration with IBM)
-Integrated B.Tech CSE with specialization in Data Science (in collaboration with IBM)
-Integrated B.Tech CSE with specialization in Cyber Security & Forensics (in collaboration with IBM)
-Integrated B.Tech CSE with specialization in Cloud Computing & Virtualization (in collaboration with IBM)
-Integrated B.Tech CSE with specialization in Internet of Things(in collaboration with IBM)

If GLA University wants to offer any new IBM specialization program from the above list, then GLA University will have to make a request to IBM and it will handled under the Project Change Control Procedure. This will need to be approved by IBM and may result in additional charges to be incorporated in the Charges section in Appendix E.

The list of specialization offerings under the IBM ICE program:

IBM ICE Integrated Graduate programs:

- Cloud Computing & Virtualization
- Mainframe Technology
- IT Infrastructure Management
- Open Computing
- Telecom Informatics
- Healthcare Informatics
- E-Commerce, Retail & Automation
- Banking, Financial Services and Insurance
- Cyber Security & Forensics
- Graphics & Gaming
- Data Science
- Internet of Things
- Artificial Intelligence & Machine Language
- Manufacturing Systems
- BlockChain

(5)   A minimum number of 60 students is required to start a new specialization/batch that has been mutually agreed between University and IBM. If not, students enrolled for that specialization will be redeployed to other specializations.

(6)   In the event of any payments not being made on or before the due date, IBM reserves its right to levy a late payment fee at the rate of 2% per month on the amounts overdue and suspend the services till the payment is received by IBM.

(7)   All applicable statutory taxes and duties to be borne by GLA University.

(8)   Rates, charges or fees specified in this Agreement are exclusive of all taxes. 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 GLA University agrees to pay that amount as specified in an invoice. IBMshall pay all collected taxes to the appropriate taxing authority. If GLA University supplies exemption documentation, acceptable to the taxing authorities, then IBMshall not charge the aforementioned duty, tax, levy or fee. If the taxing authorities subsequently opine that IBMshould have charged such duties, taxes, levies or fees, GLA University shall pay the same (including any interests, levies and penalties) as required by the taxing authorities. Except as provided above, the party that is liable for payment of any tax upon which interest and penalties are imposed, shall bear such interest and penalties.

GLA University 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, University/institute 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 IBMis required to be mentioned.

Furthermore, in the event of credit not being provided to IBM in respect of such TDS on account of GLA University not mentioning the correct PAN of IBM, GLA University shall file revised quarterly TDS returns so as to facilitate credit of such TDS to IBM and in the eventuality of credit not being provided to IBM in respect of such TDS on account of default/ non-compliance by GLA University, GLA University shall compensate IBM to the extent to which credit is not provided to IBM.

- Rates, charges or fees specified in this Agreement are exclusive of all taxes. 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 GLA University agrees to pay that amount as specified in an invoice. IBM shall pay all collected taxes to the appropriate taxing authority. If GLA University supplies exemption documentation, acceptable to the taxing authorities, then IBM shall not charge the aforementioned duty, tax, levy or fee. If the taxing authorities subsequently opine that IBM should have charged such duties, taxes, levies or fees, GLA University shall pay the same (including any interests, levies and penalties) as required by the taxing authorities. Except as provided above, the party that is liable for payment of any tax upon which interest and penalties are imposed, shall bear such interest and penalties.

-GLA University 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, University/institute 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.

-Furthermore, in the event of credit not being provided to IBM in respect of such TDS on account of GLA University not mentioning the correct PAN of IBM, GLA University shall file revised quarterly TDS returns so as to facilitate credit of such TDS to IBM and in the eventuality of credit not being provided to IBM in respect of such TDS on account of default/ non-compliance by GLA University, GLA University shall compensate IBM to the extent to which credit is not provided to IBM.