

Memorandum of Understanding with IBM Academic Initiative

This Memorandum of Understanding ("MOU") is entered into at effective as of 8th June 09 ("Effective Date"), by and between:

IBM India Private Ltd., a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Subramanya Arcade, Bannerghatta Road Bangalore 560076 and hereinafter unless the context otherwise requires be referred to as "IBM".

And

MLR Institute of Technology ("MLRIT") having its registered office at Dundigal, Hyderabad-500043, Andhra Pradesh, and hereinafter unless the context otherwise requires be referred to as "MLRIT"

Whereas:

1. MLRIT and IBM have entered into discussions concerning IBM's provision of technology products and services for MLRIT; the parties anticipate that MLRIT will elect to engage IBM as the primary and preferred technology provider for software and services.

Now therefore this MOU witnesses:

I - DEFINITIONS

"MLR Institute of Technology" hereby refers to MLRIT (Approved by the All India Council for Technical Education (AICTE) and is affiliated to Jawaharlal Nehru Technological University). "Faculty" hereby refers to Training Staff of MLRIT. "Students" hereby refers to all the students of MLRIT.

II - TERMS AND CONDITIONS

MLRIT hereby agrees and undertakes to perform its obligations under this MoU including the activities as described in Annexure 2 as per the stated timelines.

IBM will perform the Training activities and provide Software as per the details given below and activities as described in Annexure 2.

Under this MOU, MLRIT also assures IBM that it will achieve a target of 100 unique IBM certified students within one (1) year from the effective date of the signing this MoU, to maintain the COF Status. It will also be the endeavor of the college management to help initiate the process of IBM Software to be included in their curriculum in 2009-2010 in case it has not been included so far.

Training

During the term of this Agreement, IBM India P Ltd agrees conduct Faculty development programs and Student development programs, free of cost. The Faculty who undergone IBM's Faculty development program, on successful completion will deemed as "Subject Matter Experts" in the respective area. They would then need to train students on their area of expertise. MLRIT

shall work with IBM in advance & select the Faculty development program & Student development program from Annexure 1.

IBM will also conduct certification oriented training program for the Faculty & students and guide them towards free product certification.

Software

IBM will provide all IBM Software required for the training programs through the WW Academic Initiative. This software should be used strictly for training & enablement purposes for students & faculty members of MLRIT. No commercial usage is allowed. Software available through the Academic Initiatives program is available in Annexure 1 under applicable IBM International Program License Agreements (IPLA) terms and the provisions of this Understanding

IV - BREACH OF MOU

In the event of any breach of the terms of this MOU, which is capable of rectification, by either party hereto, such other party shall be entitled to call upon the party to rectify such breach within fifteen days from the date of the notice, failing which the breach shall be deemed to be a material breach, and shall entitle such other party to rescind this MOU for material breach.

V - TERM AND TERMINATION

The MOU shall be effective from the effective date, and shall be valid for a term of one year, unless terminated earlier by either party, or extended mutually by both parties hereto, on the same terms and conditions as herein.

In the event of termination of this Understanding for any reason whatsoever, including termination due to breach by IBM, the license granted to MLRIT under this understanding, shall also stand automatically terminated without any further act of parties. MLRIT will also return or destroy at our discretion, all material provided by IBM including slides, soft copy courseware provided by IBM towards internal trainings.

The following obligations will survive termination of this MOU for any reason:

Use and nondisclosure of confidential information.

Indemnification and Liability,

Obligations to make payments of amounts that become due under this MOU, by IBM to MLRIT, prior to termination.

VI - LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, punitive, special, incidental or consequential damages arising out of or in connection with this Understanding, whether for breach of this MOU or in torts, including loss of business, data, revenue, profits, or for any third party claims against the other (except as specifically admitted by paragraph 2 below) whatsoever.

Except for IBM's obligation to indemnify MLRIT in the event of breach of third Party Intellectual Property rights (as set out in under the Partnerworld Program) and except in the event of breach by MLRIT of any of IBM's Intellectual Property rights, the Parties agree that either Party's liability for any loss or damage to the other, its customers, or any third party, as a result of or in

connection with this Understanding, shall not exceed in the aggregate the amounts received by IBM, from MLRIT under this Understanding.

VIII – ARBITRATION

Any and all disputes, controversy or claims related to or arising in connection with this MOU shall first be referred to the Chief Executive Officers of each of the parties for an informal resolution. If this informal resolution does not resolve the dispute, then the matter will be referred to and settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. The status of any such arbitration shall be Chennai. The award of the arbitration may be enforceable in any court of competent jurisdiction. Each party shall bear its own costs and fees in connection with the arbitration.

Unless agreed otherwise, the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Bar Council of India. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred. If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed. All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

IX – GENERAL

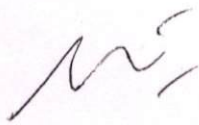
This Understanding shall not be construed to be an agency or a partnership or joint venture or an employment relationship. Neither party shall be entitled to bind the other party with any third party by its actions, unless it has specifically obtained the prior written consent of such other party to do so.

Each party is an independent contractor, and nothing under this MOU shall be construed to create an employment relationship, whether for tax or for any other purpose, nor any partnership or joint venture between the parties. No provision of this MOU grants either party any express or implied right of authority to assume or create any obligations or responsibility on behalf of or in the name of the other party, or bind the other party in any manner or thing whatsoever. Neither party nor its personnel shall be considered employees of the other.

Neither party shall assign or transfer this Understanding or any benefits or rights or obligations accruing to it under this Understanding, without the prior written consent of the other party.

IBM shall during the term of this MOU be entitled to audit the license usage records of licenses hosted on MLRIT competency lab as well as training attendance records maintained by MLRIT. This audit can be conducted only during reasonable business hours.

This MOU supersedes all prior oral or written communication, discussions and representations communicated between the parties hereto in respect of the subject matter of this MOU. Any modification to this MOU shall only be made by way of a written document duly executed by representatives of both parties hereto.



If any provision of this MOU is held to be unenforceable or illegal under certain circumstances for any reason, such decision shall not affect the validity or enforceability of such provisions under other circumstances or the remaining provisions hereof and such provisions shall be reformed only to the extent necessary to make them enforceable under such circumstances.

Any notice under this MOU will be in writing and delivered by hand or by registered mail, return receipt requested, to the other party at the registered office or as may be substituted by the notice. If any notice is sent by mail, notice will be effective on the date of receipt.

MLRIT shall maintain at all times, a one-point contact for the IBM Academic Initiatives. Any change in the contacts below will be promptly notified to IBM.

All Academic Initiatives for IBM Software Related issues: Saravanan Sekar
All MLRIT Strategic issues: Dr. K. Venkateswara Reddy

IN WITNESS WHEREOF, the parties hereto have executed this Understanding on the date, month and year, hereinabove written.

WITNESSES:

For MLRIT

Name: Marri Rajashekar Reddy

Designation: Secretary

Signature: M. Rajashekar Reddy
For MLRIT Institute of Technology

For IBM India Ltd

Name: HIMANSHU LOYAL

Designation: COUNTRY MANAGER

Signature: Himanshu Loyal

Secretary & Correspondent

Annexure 1: Software for Academic initiatives & deliverables from MLRIT and IBM.

Annexure – 1
Software for IBM Academic Initiative
(Available through world wide Academic Initiative portal)

Information Management Software

- DB2 Universal Database
- DB2 Cube Views
- DB2 Intelligent Miner Modeling, Scoring & Visualization
- Content Manager
- Informix Technologies
- Cloudscape
- Websphere Information Integrator

Websphere Software

- Websphere studio
- Websphere Application server
- Websphere Edge server
- Websphere Everyplace
- Websphere Business Modeler
- Websphere Portal
- Websphere Voice Server
- Websphere MQ
- Websphere Business Integration Technologies

Tivoli Software

- Tivoli Storage Manager
- Tivoli Identity Manager

Lotus Software

- IBM Workplace
- Workplace forms

Rational

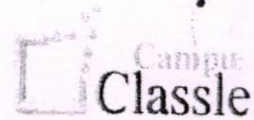
- Rational Application Developer
- Rational Software Architect

MS

Annexure – 2

Deliverables

01/06/2009 – 29/08/2009 - 90 days		
Activities	MLRIT	IBM Academic Initiative
CoE MoU Ceremony	01/06/2009, MLRIT	MoU Document and Arrangements
Identification of Core Faculty/students for IBM workshop	Identification of set of 120 students and 10 faculties will sit for 4 day DB2 and/or RAD Certification training each.	AI to give training material to the nominees and students & help certify
TGMC '09 Curriculum Inclusion	Registration by all final and pre-final year students in the contest. Recommendations to respective Subject syllabus.	Collaterals for TGMC '09 Meeting with University Board and IBM Team
30/08/2009 – 27/11/2009 – next 90 Days		
Activities	MLRIT	IBM Academic Initiative
Preparation for the certification exam	College faculty to engage in self learning and help students with doubts in training material	Doubts clarification on mails/telephones to the faculties
1 st training and certification for MLRIT Faculty/students Team	Date and Venue for the Training	Training and proctorship in RAD/DB2 with Certification
TGMC '09	Marketing, Awareness sessions by Tech team	Supporting MLRIT Team
Developer Works Overview	College to ensure minimum 400 people participation	IBM DW team to conduct a half a day session on orientation to use DW web site
28/11/2009 – 25/02/2010 – Next 90 Days		
Activities	MLRIT	IBM Academic Initiative
TGMC SDPs	SDPs done by MLRIT faculties Team	Technical assistance on website and mail support
2 nd training and certification for MLRIT Faculty/students Team	Date and Venue for the Training	Training and proctorship in RAD/DB2 with Certification
Other Trainings	Audience generation, Date and Venue	Cognos/Filenet/Zseries/Informix and other Technical Trainings

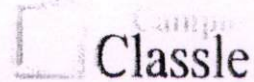


Campus Classle – Partnership Form

Thank you for the interest shown in adopting **Campus Classle**, Classle's unique and innovative Technology Enhanced and Social Learning platform in your institute. To get a private on-demand instance for your institute, complete the details in the forms below and send it by registered post or courier to Classle Knowledge Pvt Ltd., # 14, 4th Seaward Road, Valmiki Nagar, Chennai – 600 0041, India. You could also additionally send the scanned copy through email. The procedure will be complete upon the receipt of the completed form and verification of the same.

Requestor, Institute and Authorized Signatory's Details form:

Requestor's Name	Dr. P. Bhaskara Reddy
E-Mail Id	mrr@mlrinstitutions.ac.in
Name of the Institute	MLR Institute of Technology
Institute Website	www.mlrinstitutions.ac.in
Authorised Signatory's Name and E-Mail id (who would be signing the Agreement Statement)	Dr. P. Bhaskara Reddy director@mlrinstitutions.ac.in
Authorised Signatory's Phone (There would be a verification call to this number to confirm the requirement)	+91 9949810842
What is your role in the Institution?	<input type="checkbox"/> Student <input type="checkbox"/> Faculty Member <input type="checkbox"/> Head of Department for <input checked="" type="checkbox"/> Principal <input checked="" type="checkbox"/> Management Committee Member <input type="checkbox"/> Governing Council Member
Number of Students in the Institute	4200
Will you be able to Champion the adoption and usage of CampusClassle in your Institute?	Champion <input checked="" type="radio"/> Yes <input type="radio"/> No
Preferred URL Suffix (URL that would be used for accessing CampusClassle instance through Internet)	www.classle.net/edu/mlrinstitutions



CampusClassle – Agreement Statement

By signing this letter, I DR. P. BHASKARA REDDY, an authorized representative of MLR Institute of Technology request an instance of CampusClassle, Classle's unique, innovative, no-cost Learning 2.0 solution to be created for our institution. We understand that there is no cost involved in this unless expressly stated otherwise. Also appreciating that this effort is towards Education Empowerment, we agree to use it fairly and promote it actively. In this regard, we agree to the simple terms of use given below.

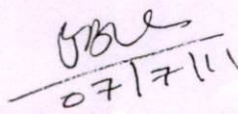
By signing this form, we agree to the following:

1. Deploy 'CampusClassle', the no-cost, campus-wide STELER platform to enhance the teaching-learning process. CampusClassle is seamlessly integrated with Classle's global platform. Develop and execute a roadmap to increase the adoption of the same within the Institute.
2. Share the useful and beneficial learning material created as a part of usage with other institutes through seamless publishing of the same in the Classle platform. This is to spread the benefit to other institutions and students and encouraging the adoption of the same.
3. Enrol students, faculty members from the Institute into the platform, thereby actively using the platform in meeting the intended goals.
4. Ensure that there is no misuse of this free-to-use platform. Using the platform to promote and support illegal activities, hosting objectionable material and unauthorized commercial use would be considered as misuse of the platform.
5. Ensure that the IPR and Confidentiality of Classle and its products and services are preserved and maintained.
6. Agree that provisions contained in this agreement do not create any legal obligations between the Parties.
7. Indemnify Classle Knowledge Pvt. Ltd., from any legal issues that arise out of the use of this platform.
8. Terminate by giving a prior notice of not less than 15 days by either Party to the other without assigning any reason.
9. Provide the URLs for Classle (www.classle.net) and Campus Classle (for the URL preferred) from the Institute web portal.

Authorized Signatory of your Institute

Place: HYDERABAD

Date: 07-07-2011


(Signature with Institute Stamp/Seal)