

MEMORANDUM OF UNDERSTANDING

Between

IBM India Ltd.

and

**Indian Institute of Technology Delhi
(Department of Management Studies)**

This MoU is entered into on this the 23rd day of October 2001 between INDIAN INSTITUTE OF TECHNOLOGY DELHI (Department of Management Studies) "herein referred to as "IIT Delhi (DMS)", and **IBM India Limited (IBM)** located at Golden Enclave, Airport Road, Bangalore. The scope of the MoU, the roles and responsibilities of the parties of the MoU are given below:

The purpose is to develop a strategic understanding between IBM India Limited and IIT Delhi (DMS) with the aim to aid IIT Delhi (DMS) in establishing a high quality people repository in software technologies. This will help IIT Delhi (DMS) teach and train their students on strategic technologies and to position them to support India's Information Technology initiative.

The proposed guidelines for this arrangement are :

IBM INDIA will

- Offer certain limited software licenses to IIT Delhi. The possible softwares will be related to the fields of RDBMS, datawarehouse, datamining, e-Busines and Java programming language as mentioned in **Annexure-A**.
- Offer training to faculty member(s) of IIT Delhi (DMS) on the Software.
- Provide support for software installation.
- Design and make available projects for the DMS students.

IIT Delhi (DMS) will have the following responsibilities to discharge:

- To provide the required hardware and Operating System for the installation of the software.
- To bear all the operational expenses of the laboratory.
- To assign and complete atleast 10 projects on the IBM softwares for students of IIT Delhi (DMS).
- To protect the Intellectual Property Rights of the Products that IBM provides to the Department. IIT Delhi (DMS) will take adequate measures to maintain confidentiality of the information marked / identified as confidential.



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MONITORING OF IMPLEMENTATION

A Co-ordination Committee consisting of Head, DMS and Coordinator of the MoU from IIT Delhi and two officers nominated by IBM INDIA LTD. will do the planning and implementation of this MoU. There would be quarterly & annual reviews.

INTELLECTUAL PROPERTY

Title to the intellectual property rights of the software furnished by IBM INDIA LTD. will at all times remain proprietary to IBM INDIA LTD., which however, hereby grants to IIT Delhi (DMS), non-exclusive, royalty-free license to use the same internally so long as it is mutually acceptable and rewarding.

The intellectual property rights that arise as a result of joint research and collaborative activity under the MoU will be worked out on a case-to case basis and will be consistent with officially laid down IPR policies of IBM India Ltd. and IIT Delhi.

TERMINATION OF THE MOU

This MoU may be terminated by either party through a notice of one month.

LIMITATION OF LIABILITY

Under no circumstances is IBM INDIA LTD. liable for IIT Delhi (DMS)'s loss of, or damage, to records or data, as also claims for special, incidental, or indirect damages or for any economic consequential damages (including loss of profit or savings) even if IBM INDIA LTD. is informed of its possibility.

Neither IBM India nor IIT Delhi, is or will be an agent or legal representative or partner of the other. Neither of them is or will be responsible for the debts incurred by the other or be bound by any contracts or representations made by the other or any obligations undertaken by the other. Neither of them is or will be an employee or franchisee of the other. This MOU also does not create a Joint venture or any other similar relationship between them. Neither party will make any representations pertaining to the other or its business or affairs, without the express written consent and approval of the other.

This MOU is not legal binding on either of the parties hereto, other than the provisions relating to Intellectual Property and Confidentiality. This Memorandum of Understanding is intended to express the broad understanding of the parties regarding their working with each other to the extent possible for their mutual benefit.

IBM INDIA LTD.:



Rohit

Director
IIT Delhi

R S Singh

oct 23, 2001

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Annexure -A

(Software for University Program at INDIAN INSTITUTE OF TECHNOLOGY-DELHI)

IBM DB 2 Universal Database Enterprise Edition 7.1	10 user license
IBM Visual Age for Java Professional Edition 3.5	10 user license
IBM Websphere Application Server Advanced Edition 3.5	10 user license
IBM Websphere Studio	10 user license
IBM Datawarehouse	10 user license
IBM Miner	10 user license

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