



Memorandum of Understanding

Between

All India Council for Technical
Education

AND

Amazon Development Centre
(India) Private Limited (Amazon)

Date: 16th November, 2023

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This Memorandum of Understanding ("MoU") is executed at New Delhi on the 16th November, 2023 between

All India Council for Technical Education, a Statutory Body of Ministry of Education, Government of India, established under the All India Council for Technical Education Act, 1987(52 of 1987), having its headquarter at Nelson Mandela Marg, Vasant Kunj, New Delhi-110070, hereinafter referred to as "AICTE" 'The First Party', which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its administrators, successors or assignees, as the case may be.

AND

Amazon Development Centre (India) Private Limited a private limited company having its registered office at No. 26/1, Brigade Gateway, World Trade Centre, 10th Floor, Dr. Raj Kumar Road, Malleshwaram, Bangalore Karnataka – 560 055 ("**Amazon**"), of the SECOND PARTY;

Amazon and ACITE are hereinafter collectively referred as "**Parties**" and individually as "**Party**".

WHEREAS Amazon is in the business of providing support services and conducting testing related activities.

AND WHEREAS AICTE is constituted with a view of proper planning and coordinated development of technical education system throughout India, the promotion of qualitative improvements of such education in relation to planned quantitative growth, and regulation & proper maintenance of norms and standards in the technical education system and for the matters connected therewith.

AND WHEREAS the parties, through professional interactions and collaboration seek to bring in a holistic qualitative enhancement in technical education in India, enter into this agreement to establish a strategic partnership in the areas given in more details in the succeeding paragraphs.

Preamble and Objectives

- 1.1. Amazon has a vision and desire on making practical and technical knowledge more accessible to underrepresented women students, with a focus on skilling initiatives to empower women engineering students to drive innovation today, when they graduate, and when they start their careers.



- 1.2. AICTE has a vision to be the world-class organization, leading to technical and socio-economic development of the country by enhancing the global competitiveness of technical manpower and by ensuring high quality technical education to all sections of the society.
- 1.3. AICTE proposes to help promote representation of diverse women students, particularly to achieve gender parity within technical employment, and there is a need to focus on development and motivation of women students to pursue careers in technology.
- 1.4. For this purpose, AICTE proposes to support Amazon in extending its Amazon Women of the World ("**Amazon WoW**") program to colleges across the country.
 - Amazon WoW is a skill development platform which i) enables women students by connecting them with professionals for career guidance so that they can make an informed career choice; ii) educate the women students by imparting functional and technical skills essential to be successful; and iii) engaging by building a community of women in engineering.

Strategic Collaboration (Objectives, Scope & Outcome)

Amazon and AICTE, under this MOU, shall collaborate towards:

1. Role of Amazon:

- a. Amazon will collaborate with AICTE and to leverage AICTE's e-learning portal "Enhancement in Learning with Improvement in Skills (ELIS)" by providing links or content or material of the Amazon WoW portal.
- b. Amazon will provide AICTE with access to relevant links to learning webinars hosted by Amazon locally/globally to be accessed by women students visiting the AICTE platform. These webinars will be hosted on the Amazon WoW portal with links provided on AICTE portal.
- c. Amazon will participate in the joint press release for announcing the collaboration between Amazon and AICTE for skilling women students in India and participate in propagating awareness about the Amazon WoW program.

2. Role of AICTE:

- a. AICTE will proactively take all steps required to create awareness about the Amazon WoW program by creating awareness among women students through notifications/emailers to AICTE approved institutions and its platforms along with promotion on their websites or any social media accounts.



- b. AICTE will ensure proper linkage of Amazon WoW webinars and portal on their platform.
- c. AICTE will depute a nodal officer to serve as a link between Amazon and colleges for all programmatic/ coordination related queries.
- d. AICTE will support in audience generation for the webinars that will be hosted by Amazon WoW for the AICTE affiliated university students.
- e. AICTE will participate in the joint press release for announcing the collaboration between Amazon and AICTE for skilling women students in India and participate in propagating awareness about the Amazon WoW program. AICTE will also post about the program's achievements on its social media accounts.
- f. AICTE and Amazon WoW will continue to partner towards the overall partnership vision of providing accessible technical education to students, especially underrepresented groups.
- g. AICTE will continue to support the program for the duration of the period of MoU.

Definitive Agreement

There will be no financial obligation on the part of AICTE for implementation of this MoU. Any cost associated with the execution of the objectives of this MOU, if any, shall be mutually discussed and agreed between the parties in a definitive agreement, prior to carrying out the activity.

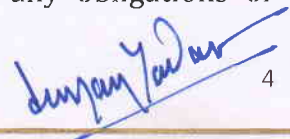
Tenure and Termination

This MOU is valid for a period of three (3) years from the Effective Date and will be deemed renewed on an annual basis unless terminated as set-forth below:

This MOU shall remain in effect through the end of the term unless:

- a. Otherwise superseded by another agreement between the parties.
- b. The parties mutually agree to terminate this MOU.
- c. Either Party gives the other 90 days' written notice of their intent to terminate this MOU.
- d. A breaching Party has failed to cure a material breach of this MOU within 30 days following written notice of that breach given by the non-breaching Party.
- e. Immediate termination in case of the breach of the intellectual property rights of the either party.

Each Party is an independent contractor and 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 shall assign or transfer the privileges and obligations under this MOU without the prior written consent of the other Party. Notwithstanding, anything above, Amazon may assign this MOU to any of its affiliates, without prior written consent.

Dispute Resolution: If there is any difference of opinion between the parties in regard to any clause of this MoU, then it shall be resolved amicably between the representatives nominated by good offices of both the parties through the process of negotiation. In case the dispute is not resolved, then it shall be referred to the Chairman, AICTE and the Head of the opposite party for amicable settlement.

Any changes to the MOU are to be mutually agreed by **Amazon** and AICTE and executed in writing.

This MOU may be executed in one or more counterparts, each of which will be deemed to be an original of this MOU and all of which, when taken together, will be deemed to constitute one and the same agreement. A signed copy of this MOU delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of original signed agreement.

Confidentiality: This MOU, and all discussion and activities relating to or resulting from this MOU, are subject to the terms and conditions of the Non-Disclosure Agreement between the Parties dated 16th November 2023, which is hereby incorporated into this MOU by this reference. For the purposes of clarity, the contents of this MOU constitute Confidential Information and neither Party may discuss the terms and conditions thereof without the other Party's prior written consent.

Press Release and Public Statements: Amazon and AICTE will mutually determine a schedule in writing for the press releases, blog postings, case studies, testimonials, and other public communications related to the Parties' shared goals and vision under this MOU, as appropriate. Parties will use commercially reasonable efforts to support the other Party's activities under this clause. Neither Party will issue any press release or make any public announcement or statement regarding this MOU or any aspect of the relationship between the Parties without the other Party's prior written approval in each instance.

Collaboration: The Parties acknowledge and agree that aforementioned areas of collaboration are not exhaustive in nature and the Parties shall in good faith, negotiate to



elaborate upon the areas of collaboration along with the rights, responsibilities, and obligation of each Party in relation to each of the areas of collaboration. The Parties, may from time to time, execute addenda or modification in writing to this MOU to incorporate such additional scope of collaboration and discussions.

Expenses: Amazon and AICTE agree that each Party shall pay its own fees, costs and expenses, and those of its agents, independent contractors, and consultants, in connection with this MOU.

Disclaimer of Warranties: Neither Party makes any warranties. To the maximum extent permitted by law, each Party and its respective affiliates, agents and representatives expressly disclaim all express, statutory and implied warranties.

Limitation of Liability: This MOU does not require either Party to enter into any binding agreements and neither Party will be liable for failing to enter into any binding agreements. In addition, neither Party will be liable for any direct, consequential, indirect, special, punitive, incidental or other damages arising out of or in connection with this MOU.

Intellectual property rights:

- a. Amazon will provide a revocable, royalty-free, non-exclusive, non-transferable, non-assignable, non- sub-licensable, India-wide limited right and license, during the term of this MOU, to use its trademarks and logos identified at Annexure - II (hereinafter collectively referred to as "**Amazon Trademark(s)**"), solely for the purpose of the use in accordance with the MOU.
- b. AICTE shall ensure that the Amazon Trademarks are used, at all times, in compliance with the Amazon Trademark Usage Guidelines set forth in Annexure - II to this MOU.
- c. AICTE agrees not to use the Amazon Trademarks except as expressly provided herein or otherwise permitted by Amazon, in writing.
- d. Each Party retains all the intellectual property rights in relation to their respective trademarks licensed to the other under this MOU. Nothing herein shall be deemed to grant any interest in the intellectual property rights of a Party to the other and each Party agrees not to do anything inconsistent with the other Party's ownership of the other Party's trademarks identified herein.



Entire MOU: This MOU, including Annexures, and the Non-Disclosure MOU, constitute the entire agreement between the Parties with respect to its subject matter and merges all prior and contemporaneous communications, both written and oral.

Non-Exclusive: The Parties acknowledge and agrees that the areas of collaboration under this MOU are being undertaken on a non-exclusive basis and either Party shall be free to enter into or consummate transactions similar to the areas of collaboration with other Parties in India or elsewhere, maintaining the confidentiality of the Parties.

Compliances: Parties agree to perform its activities in compliance with all applicable statutes and regulations that are in force at that time or as revised from time to time. AICTE acknowledges and agrees that AICTE participation in this MOU does not violate any internal policies or any applicable laws and regulations (including applicable ethics rules) and will not create a conflict with Amazon. This MOU is not intended to reward or influence any business activity or competitive bid and is offered independently of any past, current or prospective commercial transaction.

Miscellaneous: This MOU contains the entire understanding between the Parties hereto and supersedes all the prior arrangements, understanding and agreements, written or oral on the subject hereof. Any part of this MOU which is not enforceable due to any reason whatsoever will be deemed to be inoperative and the rest of the MOU will continue to be valid hereto.

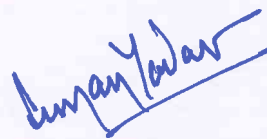
This Memorandum of Understanding will be effective from the day of signature dated on.

For and on behalf of AICTE, New Delhi

For and on behalf of Amazon



(Prof. Rajive Kumar)
Member Secretary, AICTE



(Ms. Suman Yadav)
Director, Student Programs, Amazon



WITNESS
(Dr. Manita R. Agarwal)
Addressee - I (P&AP Bureau)
AICTE



WITNESS



ANNEXURE - II

TRADEMARK USAGE GUIDELINES

These Trademark Usage Guidelines ("**Guidelines**") apply to your use of the Amazon Trademarks in materials that have been approved in advance by Amazon. Strict compliance with these Guidelines is required at all times, and any use of the Amazon Trademarks in violation of these Guidelines will automatically terminate any license related to your use of the Amazon Trademarks.

1. You may use the Amazon Trademarks solely for the purpose expressly authorized by Amazon and your use must: (i) comply with the most up-to-date version of all agreement(s) with Amazon regarding your use of the Amazon Trademarks (collectively "**Agreements**"); (ii) comply with the most up-to-date version of these Guidelines; and (iii) comply with any other terms, conditions, or policies that Amazon may issue from time to time that apply to the use of the Amazon Trademarks.
2. We will supply an image or images of the Amazon Trademarks for you to use. You may not alter the images of the Amazon Trademarks in any manner, including but not limited to, changing the proportion, colour, or font of the Amazon Trademarks, or adding or removing any element(s) from the Amazon Trademarks.
3. You may not use the Amazon Trademarks in any manner that implies sponsorship or endorsement by Amazon other than by using the Amazon Trademarks as specifically authorized under the Agreements.
4. You may not use the Amazon Trademarks to disparage Amazon, its products or services, or in a manner which, in Amazon's sole discretion, may diminish or otherwise damage or tarnish Amazon's goodwill in the Amazon Trademarks.
5. The Amazon Trademark must appear by themselves, with reasonable spacing between each side of a Amazon Trademark and other visual, graphic or textual



elements. Under no circumstance should the Amazon Trademarks be placed on any background which interferes with the readability or display of the Amazon Trademarks. Do not use trademark symbols with the Amazon Trademarks.

6. Unless otherwise instructed by Amazon, you must include the following statement in materials that display the Amazon Trademarks: "*[list marks] and all related logos are trademarks of Amazon.com, Inc. or its affiliates.*"
7. You acknowledge that all rights to the Amazon Trademarks are the exclusive property of Amazon, and all goodwill generated through your use of the Amazon Trademarks will inure solely to the benefit of Amazon. You will not take any action that is in conflict with Amazon's rights in, or ownership of, the Amazon Trademarks.

Amazon reserves the right, exercisable at its sole discretion, to modify these Guidelines and/or the approved Amazon Trademarks at any time and to take appropriate action against any use without permission or any use that does not conform to these Guidelines. If you have questions about these Guidelines, please contact trademarks@amazon.com for assistance.

