

MEMORANDUM OF UNDERSTANDING

This non-binding Memorandum of Understanding ("MOU") is entered into on **September 5, 2023** ("**Effective Date**"):

BETWEEN **All India Council for Technical Education** having its registered office at Nelson Mandela Marg, Vasant Kunj, New Delhi - 110070 ("**AICTE**");

AND **Microsoft Corporation India Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office at 807, New Delhi House, Barakhamba Road, New Delhi - 110001 and its principal office at DLF Downtown- Level 8, Block 2, DLF Phase 3, Sector-25-A, Gurugram - 122002, Haryana ("**Microsoft**"),

(Company and Microsoft together, the "**Parties**" and each, a "**Party**").

This MOU sets forth the terms applicable to the Parties' discussions related to a potential business relationship between the Parties. Unless expressly stated otherwise in Section 11 hereinbelow, no terms in this MOU are intended to be, or shall be interpreted as, being binding upon the Parties. This MOU is intended to form a basis of discussion, is subject to due diligence by Microsoft and Company, and does not state all matters upon which an agreement must be reached before executing a legally binding, comprehensive commercial agreement or agreements (each, a "**Definitive Agreement**").

BACKGROUND:

- (A) **AICTE** was set up in November 1945 as a national-level Apex Advisory Body to conduct a survey on the facilities available for technical education and to promote development in the country in a coordinated and integrated manner.
- (B) **Microsoft Corporation India Private Limited** is a wholly owned subsidiary of Microsoft Corporation and is a developer, manufacturer, distributor, and provider of software technologies, cloud services and other solution technologies.
- (C) The Parties recognise the capabilities and resources of each Party and wish to explore and assess the feasibility of collaborating with each other on the Project (as defined in Section 2).

1. OBJECTIVE

The objective of this MOU is to describe the Parties' current understanding regarding their potential cooperation and collaboration on the Project and to facilitate further discussions related thereto, including by:

- (a) enabling the sharing of relevant information on a confidential basis between the Parties with the aim of identifying the objectives of each Party in relation to the Project, and the corresponding capabilities of each Party to support the achievement of such objectives; and
- (b) setting out the possible framework, working relationships, structure, implementation, and future commitments of the Parties in relation to the Project.



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2. THE PROJECT

The following project is referred to in this MOU as the "Project".

The objective is to drive skilling and future readiness for the students and educators in the realm of new technologies such as AI, Cloud, Data Science, Data Analytics, Security and other areas. This collaboration would create opportunities for student mentorship and build projects that enhance student competencies in new areas of technology applications.

In connection with the Project, AICTE and Microsoft may further discuss and explore the following:

1. Skills Building Platform: Microsoft Learn

Microsoft Learn provides self-paced, digital learning resources to build skills and understanding of technology. It is a great resource to complement existing institution courseware and studies to prepare students for in-demand jobs and Microsoft industry-recognized certifications. The learning paths available on MS Learn have interactive sandbox environments to provide hands on opportunities with Microsoft technologies.

Microsoft Contribution

- Microsoft may grant access to MS Learn platform which can be integrated on AICTE LMS/ website through MS Learn Catalog API. More information on this is available at <https://aka.ms/LearnLTI> and <https://aka.ms/LearnCatAPI>.

AICTE Contribution

- A technical person from the AICTE team could work on the integration of Microsoft Learn Catalog API into the existing LMS of the institution.

2. Skills Based Certifications: Microsoft Fundamentals and Role-Based Certifications

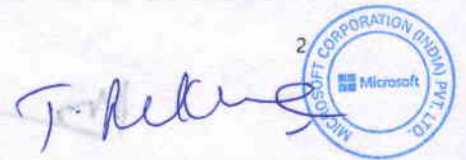
Microsoft certifications help validate students' knowledge of technology and potential to perform in technology industry jobs. Microsoft would developed productivity certifications aligned to Microsoft Fundamental Certifications, as well as Role-Based Certifications.

Microsoft Contribution

- Microsoft may facilitate online curriculum and learning pathways for students Fundamentals and Role-Based Certifications on MS Learn.
- Microsoft Azure Developer Community may conduct virtual sessions for faculty and/or students to support exposure to Microsoft technologies.
- Microsoft may provide Microsoft Learn for Educators which provides access to curriculum pathways of official Microsoft learning products for skilling related to Microsoft Azure, Microsoft Azure Data, Microsoft Azure AI, Microsoft Security, Compliance, and Identity, Microsoft Dynamics 365 ERP, Microsoft Dynamics 365 CRM and Microsoft Power Platform Fundamentals. The educators of AICTE may join the program in self-service mode and will have access to multiple resources which will help them in teaching Microsoft Cloud Technologies in the classroom.
- Microsoft may allow AICTE to reference Microsoft's name and logo to promote this engagement and Project on their website and on social media in accordance with section 8 of this MOU and additional Microsoft policies. More information on this can be given at: <https://www.microsoft.com/en-us/legal/intellectualproperty/trademarks/usage/logo.aspx>



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AICTE Contribution

- AICTE would offer Microsoft Fundamentals / Role based certification programs for its students/educators.
- AICTE may explore setting up Microsoft Certification Exam Centers at their Regional Centers with the help of Certiport/Pearson VUE. These centres may be set up for locations where volume site packs for certifications have been procured.
- AICTE would encourage the engineering, management, other technical institutions to embrace Microsoft Certifications in their curriculum.
- AICTE may procure M 365 A3/A5 licenses to create communities of teachers and students and collaborate with them on multiple projects.

3. Skills Lab on Cloud: Microsoft Azure Lab

Azure Lab Services help universities to create labs whose infrastructure is fully managed by Azure. The service handles all the infrastructure management, from spinning up virtual machines (VMs) to handling errors and scaling the infrastructure. Azure Lab Services is designed with three major personas in mind: administrators, educators, and students. Take advantage of Azure Role-Based Access Control (RBAC) to grant the right access to the different people in your institution.

Microsoft Contribution

- Microsoft may guide AICTE on Azure Cloud labs. The purpose is to design Azure Lab Services with three major personas in mind: administrators, educators, and students.
- Microsoft may provide documentation on creating Azure Lab Plan for the IT administrators of the AICTE institutions.
- Microsoft may provide **Azure for students**, on terms and conditions available at <https://aka.ms/AzureForStudents>, which may give students the ability to start building apps, explore AI, and make the most of big data and cloud with additional access to services, including compute, network, storage, and databases.
- Microsoft may provide **Azure Handbook**, the book has been developed for students who are developing applications and services on the Microsoft Azure Cloud platform. This book helps students and take them on 10 practical projects and strengthen their knowledge and application skills in the realm of Artificial Intelligence, Machine Learning and Cognitive services using Cloud.

AICTE Contribution

- AICTE may subscribe Azure Lab Services to create labs whose infrastructure is managed by Azure. The service itself handles all the infrastructure management, from spinning up virtual machines (VMs) to handling errors and scaling the infrastructure.
- AICTE would encourage students to avail Azure for Lab services to prepare / practice for learning and certifications.
- AICTE would encourage IT administrators from different institutions to creates Azure Labs plan for students with due support of educators. Educators specify the number and type of VMs needed, configures the template VM, and adds users to the class. Once a user registers to the class, the user can access the VM to do exercises for the class. For more information, kindly visit <https://labs.azure.com/>

4. Skills enhancement through Community: Azure Developer Community

Azure Developer Community covers a broad range of topics on Azure cloud, developer tooling and industry trends. If students have topics of interest or want to learn Azure, then Microsoft could get the community experts to deliver sessions/workshops in the university.



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Microsoft Contribution

- Microsoft would connect AICTE Team with Azure Developer Community which can leverage for talks/webinars/workshops.
- Microsoft may organize a global competition - Imagine Cup that provides students a full of opportunities to gain new skills, access exclusive training, unlock mentorship opportunities, and have a chance to win great prizes and make a difference in the world.

AICTE Contribution

- AICTE would encourage students to join Azure Developer Community to work on industry demand cloud skills.
- AICTE would enable exposure of students through Imagine Cup so that students could participate in real life projects so that they can apply what they have learned.

5. Future Ready Talent Program for students

Microsoft would connect AICTE Team with Future Ready Talent Program Team to drive skilling of students and virtual mentorship on technology projects contributing to building up their competences. More information: <https://futurereadytalent.in/>

Microsoft Contribution

Microsoft Worldwide Learning Team in India would be collaborating with AICTE on this.

AICTE Contribution

AICTE would amplify this program to academic institutions.

The description of the Project and the Parties' anticipated activities set forth in this Section 2 are intended merely to delineate the scope of and capture general concepts and parameters of the potential collaboration between the Parties. The Parties acknowledge that the specific elements of any collaboration between the Parties, including the respective contributions of each Party, will be reflected in a Definitive Agreement related to the Project, to the extent any such agreement is executed by the Parties.

3. TERM SHEET

[Section omitted intentionally]

4. TERM AND TERMINATION

- (a) This MOU commences on the Effective Date and continues until the earlier of (i) one (1) year after the Effective Date, (ii) the Parties' execution of a Definitive Agreement related to the Project, (iii) the effective date of termination of this MOU by a Party pursuant to Section 4(b), or as otherwise agreed by the Parties in a writing signed by both Parties.
- (b) Either Party may terminate this MOU at any time by providing at least thirty (30) days' prior written notice to the other Party, with or without cause, and without liability of any kind to the other Party.
- (c) Upon termination of this MOU, each Party upon written request from the other Party (i) will return or destroy (in line with the request) all properties (e.g., content, technology, software, documentation and Confidential Information (as defined in Section 6 (Confidentiality)) owned or provided by the other Party, and (ii) otherwise has no continuing duty or obligation to the other Party, except for any provision of this MOU that survives the expiration or termination of this MOU as expressly provided herein.



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5. EXCLUSIVITY

This MOU is non-exclusive. Nothing in this MOU restricts either Party from collaborating or entering into any agreement with any third party or parties relating to matters within the scope of this MOU or any other matter.

6. CONFIDENTIALITY

To the extent permitted by applicable law the existence and terms of this MOU, and all discussions between the Parties (or their affiliates), related to this MOU or a Definitive Agreement are Confidential Information.

The Parties executed a Non-Disclosure Agreement on **October 1, 2020** (the "NDA"). The NDA will govern all Confidential Information (as defined in the NDA) exchanged between the parties in connection with this MOU.

7. INTELLECTUAL PROPERTY

All Intellectual Property, including, but not limited to, copyrights, software and database rights, patents, trade secrets, trademarks, rights in designs and all other Intellectual Property or other proprietary rights ("**Intellectual Property**") owned by one Party prior to the date of this MOU will continue to be owned by that party. All Intellectual Property rights made available by one Party to the other Party in connection with this MOU, or otherwise, will remain the sole property of, and vest in, the first Party or its licensors. Neither Party will gain, by virtue of this MOU, any rights in or to any Intellectual Property rights owned by the other Party. Any Intellectual Property rights created by one Party without use of or reference to the Intellectual Property rights or Confidential Information of the other Party will be and will remain the sole and exclusive property of the first Party. The Company acknowledges that only a written licensing agreement signed by Microsoft may create a binding licensing agreement between Microsoft and its customers in relation to its software products.

8. JOINT PUBLIC RELATIONS ACTIVITIES

The Parties may participate in press and public relations-type activities related to the benefits and their use of technology associated with this MOU, including: (a) press and social media activities (e.g., press releases, blog posts, and/or social media posts); (b) case study and/or storytelling (e.g., a document/story written or otherwise shared about a topic such as why Company has chosen Microsoft's technology solutions, how Company is using Microsoft's technology solutions as an enabler, the business benefits Company has realized or anticipates, or how Microsoft technologies are helping Company comply with regulations); and (c) industry events (e.g., speaking at and/or demonstrating technology solutions on-stage at industry, Company and/or Microsoft events). All press and other public communications related to this MOU, including those related to the existence or content of this MOU, issued or otherwise provided by a Party must be previously mutually agreed upon by the Parties in each instance in writing.

9. RELATIONSHIP OF THE PARTIES

Nothing in this MOU is intended to establish or create, and shall not establish or create, a partnership, joint venture or other formal business entity between the Parties, and neither Party has any authority to bind the other in any way. Likewise, nothing in this MOU is intended to establish or create, and shall not establish or create, (1) an agency or partnership relationship between the Parties, or (2) any other fiduciary relationship between the Parties.

10. COSTS AND EXPENSES



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Each Party will be responsible for its own costs and expenses individually incurred in connection with this MOU, including, without limitation, the performance of any and all duties or obligations set forth herein.

THE PARTIES HERETO HAVE AGREED TO THESE TERMS AND CONDITIONS AND TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS MOU.

CONFIDENTIALITY

The Parties agree that the information contained in this MOU is confidential and shall remain confidential. The Parties agree to keep this information confidential and to use it only for the purposes set forth in this MOU.

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INTELLECTUAL PROPERTY

All intellectual property, including but not limited to, patents, trademarks, copyrights, and other proprietary rights, shall remain the property of the Party that created or developed such intellectual property. The Parties agree to use such intellectual property only for the purposes set forth in this MOU. The Parties agree to keep such intellectual property confidential and to use it only for the purposes set forth in this MOU.

JOINT PUBLIC RELATIONS ACTIVITIES

The Parties agree to cooperate in joint public relations activities, including but not limited to, press releases, news stories, and other public relations activities. The Parties agree to use such public relations activities only for the purposes set forth in this MOU. The Parties agree to keep such public relations activities confidential and to use them only for the purposes set forth in this MOU.

RELEASE OF THE PARTIES

The Parties agree to release each other from all claims, damages, and expenses, including but not limited to, reasonable attorneys' fees, that may be asserted against either Party by a third party as a result of this MOU. The Parties agree to keep such release confidential and to use it only for the purposes set forth in this MOU.

COUNTERPARTS



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T. Peter



11. BINDING PROVISIONS

- (a) Except as expressly provided in this MOU, (i) this MOU is not intended to create or evidence any legally binding obligation on any Party, and (ii) any Party may discontinue discussions and decline to undertake or complete any of the activities described in this MOU at any time in its sole discretion and without liability to the other Party or any third party, as described in Sections 3 and 4 hereinabove.
- (b) The following sections of this MOU will be binding and enforceable against the Parties and will survive the expiration or termination of this MOU: Sections 3 (Term Sheet), 4 (Term and Termination), 5 (Exclusivity), 6 (Confidentiality), 7 (Intellectual Property), 8 (Joint Public Relations Activities; last sentence only), 9 (Relationship of the Parties), 10 (Costs and Expenses), 11 (Binding Provisions), 12 (Limitation of Liability), 13 (Foreign Corrupt Practices) and 14 (Governing Law).
- (c) Nothing in this MOU obligates a Party to or constitutes a representation by either Party that it will enter into a Definitive Agreement with the other Party related to the Project.
- (d) Company acknowledges that any binding terms related to licensing can only be offered in a licensing agreement approved in writing by a Microsoft regional operations centre.

12. LIMITATION OF LIABILITY

- (a) To the fullest extent permitted by law:
 - i. neither Party is liable for loss of profits, business interruption, loss of business information, economic loss or any other indirect, incidental, consequential or special loss or damage, even if the loss or damage was caused, or contributed to, by that Party's negligence or breach of this MOU; and
 - ii. each Party's total liability to the other Party for any other damage under this MOU is limited to \$5,000 USD.
- (b) No limitation or exclusions will apply to liability arising out of a Party's breach of its obligations described in Section 6 (Confidentiality) of this MOU.
- (c) All materials, information, and other items provided by one Party to the other Party in connection with this MOU are provided "as is" without warranty of any kind, and **each Party disclaims all warranties, express or implied, with respect to all such materials, information, and other items.**

13. FOREIGN CORRUPT PRACTICES

Each Party and its respective employees, independent contractors, representatives, or agents shall not promise, authorise or make any payment to, or otherwise contribute any item of value to directly or indirectly, any official in each case, in violation of Foreign Corrupt Practice Act, 1977 ("FCPA"), or Prevention of Corruption Act, 1988 ("PCA") or any other applicable anti bribery or anti-corruption law. Each Party shall maintain systems of internal controls to ensure compliance with applicable anti-bribery or anti-corruption law.

14. GOVERNING LAW

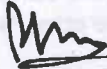
This MOU will be governed by the laws of India, without regard to conflicts of law principles. Each Party irrevocably consents to the exclusive jurisdiction and venue of New Delhi for any disputes arising under or in connection with this MOU.

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This MOU is signed by the Parties as of the Effective Date.

By signing this MOU, I also confirm that I am authorised to sign on behalf of Company.

By: 
(signature)


Name: PROF. RAJIVE KUMAR
(printed)

Title: MEMBER SECRETARY, AICTE
(printed)

Date: SEPTEMBER 4, 2023
(printed)

Microsoft Corporation India Private Limited

By signing this MOU, I also confirm that I am authorised to sign on behalf of Microsoft.

By: 
(signature)



Name: REKHA TALLURI
(printed)

Title: CFO, MICROSOFT CORPORATION INDIA PVT. LTD.
(printed)

Date: SEPTEMBER 4, 2023
(printed)

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