



अखिल भारतीय तकनीकी शिक्षा परिषद्
All India Council for Technical Education



सत्यमेव जयते
Ministry of Education
Government of India

MEMORANDUM OF UNDERSTANDING SALESFORCE



5th September, 2023

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into as of the last date signed below in the attached Exhibit A (“Effective Date”) to reflect the discussions between the Salesforce entity identified in Section 8 (“Salesforce”) and the collaborator entity named below (“Collaborator”). With the exception of the obligations set forth in Section 4-8 of this MOU, which shall be binding upon the parties, this MOU does not constitute a binding or enforceable agreement and the parties have no obligation to consummate the transactions addressed herein. Partial performance by either party of the terms of this MOU, or the efforts by either party to perform due diligence or carry out other acts in furtherance of the Collaboration, will not be deemed evidence of intent by either Party to be otherwise bound by the terms of this MOU. Collaborator and Salesforce are sometimes referred to herein collectively as the “Parties” and individually as a “Party.” The Parties agree as follows:

- 1. Collaboration.** The Parties agree to collaborate in the activities set forth in Exhibit A.
- 2. No Contingent Transactions.** The Parties acknowledge and agree that the ongoing discussions set forth in this MOU are independent of and are not contingent upon any other transaction that may transpire between Salesforce and Collaborator.
- 3. Expenses.** Each Party shall bear its own costs and expenses incurred in connection with the performance of their respective obligations under this MOU unless otherwise agreed in writing by the Parties.
- 4. Confidentiality.** Each Party agrees to maintain the confidentiality of any information and/or the contents of any documents provided/made available to it by the other Party in connection with this MOU and shall not, without the prior consent of the other, disclose the same to any third party unless it is required under any statute or by any statutory authority.
- 5. Intellectual Property.** Each Party acknowledges that, as between the Parties, each Party owns all right, title, and interest in and to its own intellectual property rights, whether presently existing or later developed by such Party. Nothing herein shall give either Party any right, title or interest in any of the other Party’s intellectual property rights, or, except as provided herein, any right to use any of the other Party’s intellectual property rights in any manner.
- 6. Compliance with Applicable Laws.** Both Parties agree to comply with applicable laws, including anti-corruption laws.
- 7. Termination.** Either Party may terminate this MOU by giving prior written notice of 30 days to the other Party. Termination notices to Salesforce must be directed to the Salesforce contact specified in Section 8.
- 8. 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 and their findings shall be binding on both the parties.
- 9. Governing Law.** The Salesforce entity entering into this Agreement, the address to which Collaborator should direct notices under this MOU, the law that will apply in any dispute or lawsuit arising out of or in connection with this MOU, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where the Collaborator is domiciled.

For Collaborators domiciled in Asia or the Pacific Region				
India	salesforce.com India Private Limited, a company incorporated under the provisions of the Companies Act, 1956 of India	salesforce.com India Private Limited Torrey Pines, 3rd Floor, Embassy Golflinks Software Business Park Bangalore Karnataka 560071, India	India	Bangalore, India

10.. Entire Agreement: The terms and conditions herein contained constitute the entire agreement between the Parties with respect to the subject matter of this MOU and supersede any previous and contemporaneous agreements and understandings, whether oral or written, between the Parties hereto with respect to the subject matter hereof.



EXHIBIT A

<p>Collaboration: (describe the initiative)</p>	<p>A. Program Vision With more than 500,000 direct jobs and 700,000 indirect jobs being created in India by the Salesforce economy by the year 2026 *Source: IDC White Paper, sponsored by Salesforce, “The Salesforce Economic Impact,” doc #US48214821, September 20, 2021. https://www.salesforce.com/news/press-releases/2021/09/20/idc-salesforce-economy-2021/</p> <p>Salesforce (https://www.salesforce.com/products/what-is-salesforce/) and the Ministry of Education, Govt. Of India (MoE) , partnered with an aim to design and develop programs which shall impact 1,00,000 students in the next three years and through these programs, together we seek to create new talent in the Salesforce ecosystem by enabling students on Salesforce skills to meet this opportunity. These programs will help students to build digital fluency, give them the opportunity to be skilled/up-skilled and also get deep skilled to be Salesforce career ready students. These programs will be made available with industry-relevant or National Occupation Standard-recognized course content, “train-the-trainer” engagements for the educators, mentorship and employment connections to Salesforce partners and customers looking to hire Salesforce skilled talent and Salesforce supported virtual Internship.</p> <p>B. Program Objectives The Program objectives would include introducing “Trailhead” platform to create awareness about the Programs focused on teaching Salesforce to next generation trailblazers creating new talent in the Salesforce ecosystem. The program is aimed to (a) create educator advocates who will teach Salesforce in classrooms after they attend the train-the-trainer sessions; (b) create student ambassadors who will learn and share their learnings among their peers on their college campus; and (c) make career connections between job ready students to be hired and Salesforce partners & customers (d) and offer virtual internship.</p>
<p>Collaboration Period:</p>	<p>Collaboration will start on 20/08/2023 and end on 19/08/2026 for three years with annual renewals based on the performance of the collaboration.</p>

Obligations of Salesforce:

During the Collaboration Period, Salesforce will be responsible for the following:

- Curating content for guest lecture sessions for the beneficiaries for the programs
- Understanding the scope and objective of each program and extending either existing modules on Trailhead or curating customized modules based on the ask.

- Lead planning, creation and execution of the programs through MoE and its affiliated departments, organizations and agencies.
- Support the MoE's requirements for content, presentation, and training to meet the program objectives.
- Provide Train the Trainer (TTT/Faculty Development program) support for trainers on Salesforce content for the first year. In subsequent years, these trained Faculties with support from Master trainers will then go on to teach other faculty (if any) in their member colleges. The trained faculty shall teach students in their colleges for specific programs.
- Provide educator, faculty and student community as a networking and learning platform.
- Conduct events jointly with the MoE's to bring Salesforce partners for the trained students as part of networking opportunities.
- Offer Salesforce Supported virtual internships year on year subject to program availability.
- Integration and making Trailhead platform available for the MoE's schemes and projects. Trailhead is Salesforce's free online learning platform that empowers anyone to skill up for the future. With Trailhead, anyone can learn in-demand skills, earn resume-worthy credentials, and connect to career opportunities.

Obligations of Collaborator:

During the Collaboration Period, Collaborator will be responsible for the following:

- The MoE and its affiliates shall provide support to Salesforce to create awareness of these programs in its affiliated colleges/institutes by organizing webinars. social media campaigns at the regional and national levels to encourage the students/learners for 100% consumption.
- The Salesforce & its executing partner in collaboration with MoE shall proactively take all steps required to create awareness of Trailhead courses to attract students through notifications/emailers and its platforms along with promotion on their portals/websites.
- The MoE and its affiliates shall promote and evangelize the webinars / seminars / events / summits conducted by Salesforce for the benefits of students and educators focused on improving the understanding of the latest technologies amongst learners and education through notifications/emailers and its platforms along with promotion on their portals/websites.
- The MoE and its affiliates partnering for the program shall be responsible for the audience generation for the training session/events that will be hosted by Salesforce. The Department's member institutes shall also help generate audiences for other Salesforce student events / webinars / summits targeted at skilling students so that students can get benefit of such opportunities.
- The MoE shall participate in the joint press release of announcing the collaboration between Salesforce and the MoE for skilling / Up-skilling the students of India and participate in driving awareness of SFDC, advocating Trailhead courses and Salesforce Certifications




During the Campaign Period, the MoE will be responsible for the following Campaign Benefits:

- ◇ Designing creative content (noting any use of Salesforce brand, name or logo is subject to these terms).


	<ul style="list-style-type: none"> ◇ With Salesforce’s prior review and approval of any marketing material, the MoE and its affiliates may promote this Campaign on social media platforms. If the MoE and its affiliates runs any sweepstakes or promotions, they must clearly indicate that “MoE is the promoter. Salesforce is not involved in or liable for this promotion”. ◇ Outreach and creating cohorts for the programs ◇ Coordinating with the Salesforce POC ◇ Jointly deciding on the topics to be covered either in the guest lecture or on Trailhead for the programs ◇ With Salesforce’s prior review and consent, the MoE may be granted a license to use limited Salesforce branding and logo in accordance with Salesforce branding guidelines and subject to the terms of this MOU. ◇ The Department is not permitted to share any personal data with Salesforce without first obtaining adequate consent.
<p>Mutual Obligations of Both Parties:</p>	<p>During the Collaboration Period, the Parties agree to the following: Not Applicable</p>
<p>Collaborator Contact for Initiative: (First and Last Name and Email)</p>	
<p>Salesforce Contact for Initiative: (First and Last Name and Email)</p>	<p>Shivakumar Gowdaiah , kumar.s@salesforce.com Yudhisther Yadav, yyadav@salesforce.com</p>

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding.

COLLABORATOR

Signature:	
Name (please print):	Prof. Rajive Kumar
Collaborator Legal Entity Name:	Ministry of Education, Govt. Of India (MoE)
Title:	Member Secretary, All India Council for Technical Education (AICTE)
Date:	September 4, 2023
Email:	ms@aicte-india.org

SALESFORCE

Signature:	
Name (please print):	Varun Kumar
Title:	Sr Manager, Order Management
Date:	September 4, 2023
Email:	Kumar.varun@salesforce.com