

MEMORANDUM OF UNDERSTANDING

This non-binding Memorandum of Understanding ("MOU") is entered into on **date of signing** ("Effective Date"):

BETWEEN Gurugram University, Haryana with address at Sector-51 Gurugram ("GU");

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) **Gurugram University** is a state university located in Gurugram, Haryana, India. The Government of Haryana under the Haryana Act No. 17 of 2017 established it in 2017. The university aims to provide quality higher education and promote research and innovation in various disciplines. Gurugram University offers undergraduate, postgraduate, and doctoral programs in diverse fields such as science, engineering, arts, commerce, management etc. The university has multiple faculties and departments, including the Faculty of Sciences and Technology, Faculty of Commerce and Management, Faculty of Humanities and Social Sciences, Faculty of Law, and Faculty of Applied Sciences. It also emphasizes research and innovation, encouraging faculty and students to engage in research projects and collaborations. Gurugram University focuses on providing a conducive learning environment, promoting holistic development, and preparing students for their professional careers. It also strives to foster an entrepreneurial spirit among its students and encourages them to become socially responsible individuals. Overall, Gurugram University is a relatively new institution that aims to become a center of excellence in education and research in the region, contributing to the overall development of students and society.
- (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.

2. THE PROJECT

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

Microsoft and GU wish to work together on their common goals of empowering and skilling students and faculties to thrive in the digital economy and transform the state into a hub of trained professionals in the technologies in demand.

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

A **Microsoft Learn Integration**

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. Microsoft may support GU in integration of MS Learn into its learning management system through MS Learn Catalog API. More information on this is available at <https://aka.ms/LearnLTI> and <https://aka.ms/LearnCatAPI>.
- Microsoft may connect Learning Partner with the technical person of GU for the integration of MS Learn into their LMS.

GU Contribution

- GU may align a technical person to work with the Microsoft Learning Partner team on the integration of MS Learn.

B **Microsoft Certifications for Tech Industry**

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

Microsoft Contribution

- Microsoft may facilitate online curriculum and learning pathways for students for multiple certifications on MS Learn. This would include Microsoft Office Specialist (MOS) certifications, Fundamental certifications courses and Role-Based certification courses for which content is available on MS Learn.
- Microsoft may conduct virtual workshops/orientation sessions for faculties and/or students to support education on the Microsoft technologies and certifications. More information on certifications is available at <https://learn.microsoft.com/en-us/certifications/>
- 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 GU may join the program in self-service mode and will

have access to multiple resources which will help them in teaching Microsoft Office Specialist (MOS), Microsoft Fundamental Courses. More information on this is available at-<https://aka.ms/LearnForEducators>.

- Microsoft may allow GU to reference Microsoft's name and logo to promote this engagement and Project on their website and on social media in accordance with section B of this MOU and additional Microsoft policies. More information on this can be availed at <https://www.microsoft.com/en-us/legal/intellectualproperty/trademarks/usage/logo.aspx>

GU Contribution

- GU may offer Microsoft Office Specialist (MOS) and/or Microsoft Fundamentals / Role based certification programs for its students/educators.
- GU may establish Microsoft Certification Exam Centres across technical institutions in GU with the help of **Certiport**. These centres may be set up for locations where volume site packs for certifications have been procured.
- GU may integrate domain-specific Microsoft Fundamental courses as well as MOS courses into its curriculum of the university to fill the gap of the employability aspect as well.
- GU may **procure M 365 A3/A5** to create identity and provide access to students, to conduct sessions and share recorded content.
- GU may carry out promotions as agreed between the Parties by mutual consent, as allowed by branding policies of both the Parties.
- GU may permit Microsoft to use GU and its website as a reference site for other institutes who want to understand about how to integrate courses and utilize the learning material provided by Microsoft.

C Center of Excellence (COE)

Setting up Center of Excellence at GU which may leverage Microsoft technologies. The CoE is the first step in fostering greater creativity and innovation across the university by empowering faculties and students on Microsoft Technologies and Certifications.

Microsoft Contribution

- Microsoft may recommend the most popular learning tracks that GU may adopt for its students.
- Microsoft may offer faculty development opportunities at COE for Applications of AI and conduct virtual workshops/orientation sessions for educators and/or students to support education on Microsoft technologies and certification.
- Microsoft may offer hackathons in the realm of AI and Virtual Reality for their students and encourage them to participate in Imagine Cup.
- Microsoft may allow the usage of Microsoft logo outside and inside the COE Lab which states GU Centre of Excellence in Partnership with Microsoft.
- For training conducted at the Lab, the certificates issued would have the Microsoft logo will be as per policy <https://www.microsoft.com/en-us/legal/intellectualproperty/trademarks/usage/logo.aspx>
- Microsoft may participate in the marketing event to drive visibility for the Centre of Excellence.

GU Contribution

- GU may identify a sole point of contact to work directly with Microsoft and its authorized training/certificate partners.

- GGSIPY may provide the SPOC for all faculty and students webinars/training activities. SPOC will end to end manage the programs — from identifying the faculties/students to all communication that is needed for successful execution.
- GU may facilitate support in the API integration of MS Learn on GU Website.
- GU may encourage students and teachers to get certified on MS AI and Cloud Certifications.
- GU may provide all investments in physical infrastructure, software and services for COE.
- GU may allow and encourage students to leverage COE services.
- GU may procure Azure cloud services, which will be used for research and development activity.

D **Azure Cloud 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 support GU to design Azure Lab Services with three major personas in mind: administrators, educators, and students.
- Microsoft may conduct one-hour webinar on creating Azure Lab Plan for the IT administrators of the GU 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.

GU Contribution

- GU could 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.
- GU may encourage students to avail Azure for Lab services to prepare / practice for learning and certifications.
- GU may 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/>

E Skilling Initiatives for UG/PG Programs

GU could integrate Microsoft certifications in B. Tech in CS with specialization in AI/ML, IOT, Cyber Security, Electrical Engineering with specialization in VLSI and PG in CS. Microsoft can share some suggested certification courses.

F 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 can get the community experts to deliver sessions/workshops in the university.

Microsoft Contribution

- Microsoft may provide an opportunity for students of GU to connect with Azure Developer Community that covers a broad range of topics on the Azure cloud, developer tooling and industry trends. If students have topics of interest or want to learn Azure, then Microsoft can get community experts to deliver sessions/workshops in the GU.
- Microsoft may provide Self-paced Cloud Skills Challenge for Developers to keep themselves update with certifications and Azure module.
- Microsoft may organize Bootcamps on Azure, focusing on real-life product applications, that enhances student skills and future proof their career.
- 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.

GU Contribution

- GU may encourage students to join Azure Developer Community to work on industry demand cloud skills.
- GU would provide the necessary infrastructure with labs, internet connectivity, power back up for the bootcamp/hackathons sessions.
- GU 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.
- GU may organize session on 'Creating Azure Account' through master trainers for the students studying in different streams.

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.

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 Non-Disclosure Agreement executed between the parties (the "NDA") will govern all Confidential Information (as defined in the NDA) shared under this MOU. To the extent permissible under applicable law, the remaining provisions of this Section shall apply if any information was shared before the execution of the NDA, no NDA exists or the NDA terminates or ceases to be in effect.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential.

Each Party will take reasonable steps to protect the other's Confidential Information and will use the other Party's Confidential Information only for purposes of the Parties' business relationship. Neither Party will disclose Confidential Information to any third party other than the affiliates or subcontractors who (i) have a need to know such information in order to assist in carrying out this MOU; and (ii) have been instructed that all such information is to be handled in strict confidence. Either Microsoft or Company may, however, at any time, make any disclosures required by law upon prior written notice to the other Party

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

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.

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.

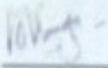
14. GOVERNING LAW

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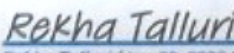
This MOU is signed by the Parties as of the Effective Date.

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

By: 
(signature)
Name: Rajiv Kumar Singh
(printed)
Title: REGISTRAR
(printed)
Date: Jun 30, 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: 
Rekha Talluri (Jun 30, 2023 09:46 GMT+5.5)
(signature)
Name: Rekha Talluri
(printed)
Title: Microsoft India CFO
(printed)
Date: Jun 30, 2023
(printed)

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