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MEMORANDUM OF UNDERSTANDING

BETWEEN

ERICSSON INDIA GLOBAL PRIVATE LIMITED
&
JAYPEE INSTITUTE OF INFORMATION TECHNOLOGY
(JIIT, DEEMED to be UNIVERSITY)

Talent Development Program

DATED: 1ST SEPTEMBER 2021

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") dated 01/09/2021 by and between JAYPEE INSTITUTE OF INFORMATION TECHNOLOGY (JIIT), Noida, GB Nagar, Uttar Pradesh **("University")**, an education institution recognized by the Department of Higher Education, , with its principal place of operations at Noida, GB Nagar, Uttar Pradesh and **Ericsson India Global Services Private Limited. ("Ericsson")** with its registered office at 4TH FLOOR, DHAKA HOUSE 18/17 WEA KAROL BAGH NEW DELHI Central Delhi DL 110005, India ("Ericsson") and includes a subsidiary company of Ericsson herein ("**Affiliate**")

WHEREAS, **Ericsson India Global Services Private. Limited** CIN **U72200DL2010PTC204192** is company having a wide repertoire of Information Technology and Telecom Services but not limited to computer programming, software development/ customization/ installation/ maintenance with expertise in Telecom Domain/Technology (RAN BSS, OSS, Core Networks, Cloud, VAS, M2M, Digital Service Business Support System etc).

WHEREAS the University is JAYPEE INSTITUTE OF INFORMATION TECHNOLOGY (JIIT) declared deemed to be University under section 3 of UGC Act 1956 is rapidly growing to become benchmark University in emerging technologies and higher education.

JIIT and **Ericsson** are hereinafter collectively referred to as "Parties" and individually as "Party".

JIIT is fully equipped to conduct US, PG and Doctoral Programs and has more than 4800 research publications and 36 books to its credit. JIIT has collaborations / understanding with many foreign Universities such as University of California. University of Florida, University of Abertay Dundee (UK) to name a few. JIIT has been ranked 96th rank nationally by NIRF, Ministry of HRD in the year 2020 and is #1 in NCR amongst private Institutions

JIIT has three centers - Noida, Salon & Guna and each centre is fully equipped with qualified teaching staffs, latest technology labs & independent management/administration team.

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WHEREAS Ericsson and JIIT are contemplating to enter a long term mutually beneficial relationship. **ERICSSON - JIIT Talent Development Program** is about driving few industry initiative for the students at University campus to develop their skills in telecom specific technology who can be identified as potential graduate hire in Telecom industry including Ericsson in future –

1) Teaching Ericsson domains portfolio specific cutting-edge domains as industry electives to engineering students of followed by projects at their campus.
2) Technical Sessions by Ericsson SMEs on Telecom technologies, Management/Leadership skills, Behavioral Skills etc.
3) Ericsson Leaders to be nominated in Board of Studies of Computer Science/Information Technology and Electrical & Communication Stream as Industry Experts based on UGC guidelines on request from JIIT and help in enhancing the curriculum & course structure to meet Industry Requirement
4) Ericsson Senior Leaders to be nominated in Academic Council (highest body of the University) as Industry Expert based on UGC guidelines on request from JIIT and help University to bridge the gap between University teaching & Industry expectation.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS AND MUTUAL PROMISES SET FORTH HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS

1) Ericsson will facilitate the University in imparting training to University students in the areas of Telecom Technologies like Advance RAN and Cloud Portfolio Specific Cutting-Edge Telecom Domains i.e., Platform to start with. The program will be designed in two parts - Prerequisites and Elective. Students should hold knowledge on subject matters pertaining to "Prerequisite "to grasp the Elective. The details of Prerequisites and Electives to be defined in **Annexure - I** and attached with the MOU. It is expected that students should have knowledge related to Prerequisites before Elective Sessions. · The Elective program design, hours, assessment, and credit points will be as per university norms and as agreed between university & Ericsson. The program will be executed within one semester. "Electives" holds knowledge platform pertaining to Advance RAN and Cloud. The course curriculum would focus on the telecom domain training. Ericsson specific Product Knowledge would not be part of the training.
2) This training will facilitate the students to be prepared to meet industry requirements with the level of skill required to deliver quality services in this area to the industry. Training will be imparted to students of the Institution in the group as per the Curriculum designed by Ericsson. The first year of the launch of the program would be the Pilot Launch. The next course of action would be mutually discussed and decided between University and Ericsson based on the outcome of the Pilot Program.
3) The Monitoring of the Program would be based on Two Layered Governance Model.

Layers	Review Frequency
Steering Committee from Ericsson & JIIT	Monthly Governance Call to review the overall Program Status
Program Drivers from Ericsson & JIIT	Fortnightly Governance Call to review the operational status

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4) **Responsibility Definition** -

- Ericsson will be responsible for providing the softcopy of the course material pertaining to the subject matter to be delivered during the elective course.
- Ericsson will have the exclusive copywrite of the course material/contents and University will not use the same for any other purpose other than teaching the students who have opted for Ericsson Elective program.
- Ericsson will be responsible for providing their SMEs as elective course faculty, for conducting the course curriculum.
- Ericsson will be responsible for pre course screening & post course evaluation jointly with University faculties involved in the program as Co faculty for the students.
- Ericsson will cover the cost of course material
- University will be responsible for getting registration of interested students (voluntary) to participate in this program
- University will be responsible for finalizing the final list of students to participate in this program through defined shortlisting process mutually agreed between Ericsson & University
- University will be responsible for the Travel, local logistics & stay of Ericsson SMEs coming to University to deliver course with prior consent from the University

All & any deliverables not mentioned as the responsibility of Ericsson but may deem required for the successful completion of the program, shall be the responsibility of University

5) **Form for cooperation**

Executive Meeting

At a strategic level an executive meeting with representatives from JIIT and **Ericsson** management shall meet at least once a year (". Management meetings shall be prepared by the Parties designated Relationship Managers. The Parties shall alternately share the presidency.

The Executive Meeting shall annually decide on a plan of action and follow up the activities previously decided. A proposition for an Activity Plan will be developed by the Strategic Development Group to the Executive Meeting. Potential resources needed for implementing the Activity Plan, is a mutual responsibility of the Parties and decided at the Executive meeting.

Relationships Manager

A Relationship Manager shall be appointed from each Party. The Relationship Managers are responsible for proposing an Activity plan to the Executive Meeting, outlining activities to be performed under the collaboration stipulated in this MoU, including results to be generated, and an annual budget.

Strategic Development Group

To develop the collaboration, a Strategic Development Group with representatives from both parties shall propose activities for the collaboration and establish a draft of the Activity Plan to be presented to the Executive meeting. The Strategic Development Group shall meet at least twice a year. The Relationship managers are responsible for assembling the Strategic Development Group meetings.

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6) INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights owned or controlled by a Party prior or after the formation of this MoU shall always remain the legal and absolute property of the Party owning or controlling it. Nothing contained herein shall be construed as giving the other Party any license or rights with respect to such intellectual property rights. All such rights will, where relevant, be specifically and separately agreed upon between the Parties in writing in Project Agreements. Any developments in the IPR shall be owned by Ericsson and JIIT shall execute the documents/ assignments as required for effective transfer of any IPR created thereon.

All Intellectual Property Rights owned by each respective party shall remain the property of such party and nothing in this MoU shall be taken to represent an assignment, license or grant of other rights in or under such Intellectual Property Rights to the other party.

Other than as provided herein, neither party may use the name, logo, or any other trademark or service marks of the other party in any advertising, signage, marketing materials, brochures, or any other materials in any medium without the other party's prior written consent. Any such permitted use shall be only pursuant to the Ericsson guidelines or instructions.

UNIVERSITY shall only have the right to use Ericsson IPR to the extent and as permitted by Ericsson solely and exclusively for the educational purposes as per the scope of this MoU. If UNIVERSITY desires to engage subcontractors/ consultants for the Project which involves use of Ericsson IPR and the same is approved by Ericsson in writing, such subcontractors may only use Ericsson IPR only to the extent permitted by Ericsson and provided that Ericsson and UNIVERSITY are in prior written agreement of the subcontractor as such and of UNIVERSITYs right to furnish Ericsson's IPR to such subcontractor. UNIVERSITY or any of its consultants, employees have no further right to use, alter and/or modify Ericsson's IPR for any purposes whatsoever.

UNIVERSITY shall have no right to use, alter and/or modify the Ericsson IPR for any purposes whatsoever and may therefore not, inter alia, license the Ericsson IPR to any third party, or make use thereof itself or in connection with the limited scope agreed here. UNIVERSITY shall not assert any IPR against Ericsson or any other company forming part of the Ericsson Group, or any Ericsson customer.
UNIVERSITY shall indemnify and hold Ericsson indemnified for any loss, damage, cost arising due to any use of Ericsson IPR in breach of this Agreement.

1. Each party reserves and retains all right, title, and interest in and to its existing proprietary software, products, and processes. Neither party shall take any action inconsistent with, nor that might adversely affect other party's rights hereunder. Nothing contained in this MoU will be construed as granting or conferring any rights by license or otherwise, express, or implied, or otherwise for any patents, copyrights, trademarks, know-how or other proprietary rights of either party acquired prior to or after the date of this MoU.
2. The University shall be solely and fully responsible and liable and keep Ericsson indemnified and harmless for any damage, cost, loss etc. caused to Ericsson due to any act or omission of University or its employees, researchers, students and other engaged by it follow.
3. Each party shall treat the business, technical, financial information, negotiations, and the content of this MoU as Confidential Information. Neither party shall disclose any confidential information to any third party without the consent of the other party or use such Confidential Information except to the extent necessary to carry out obligations for which it is been provided. This obligation does not apply if (a) it is or becomes generally available to the public; or (b) is independently developed by the other party without the use of such disclosed materials; or (c) has been acquired through a third party who is not obligated under this MoU; or (d) was already in its possession prior to the date hereof or (e) if the party is required to disclose by operation of law. The obligation shall survive three (3) years after the termination of this MoU. Parties acknowledge that the confidential information is valuable and unique. In case of breach, the affected party shall be entitled to injunctive relief in addition to all other remedies available in law or equity including monetary damages.

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7) Limitation of Liability

In no event will either Party be liable to the other for remote, special, indirect or consequential damages including but not limited to loss of revenue, contracts or profits provided always that there shall be no limit on Consultant's liability under Clauses No 6 of Infringement of Intellectual Property Rights and Confidentiality.

1. Neither party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to reasons beyond the control of the concerned party or without it's fault or negligence, including without limitation, strikes, riots, wars, fires, epidemics, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of god or state or any public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, of any governmental body.

2. This MoU is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth herein.

3. Each party represents and warrants that

   (i) It is the lawful, unrestricted, and registered entity and is fully capable to undertaking the testing.

   (ii) It is lawfully and rightfully entitled to carry out the testing and is fully entitled to execute this MoU; and

   (iii) It has obtained all requisite applicable permissions to carry out the testing and the said permissions approvals, if any, are in full force and effect.

   (iv) It shall adhere to the deliverables and obligations set out in the Responsibility Matrix as detailed in Point 4 (Responsibility Definition) of this MoU.

4. Nothing in this MoU shall be construed to grant either party the right to make commitments of any kind for or on behalf of the other without the other's prior written consent. At all times contemplated herein, Ericsson India Global Services Pvt Ltd and University shall remain independent contractors, each responsible for its own employees. Each party assumes no responsibility to the other for costs, expenses, risks, and liabilities arising from the efforts of the other except a stated in this MoU.

8) Changes and Amendments

Changes and amendments to this MoU shall be made in writing and signed by both Parties.

1. Neither party shall assign, or in any manner, transfer its interest or any part thereof in this MoU, except to its Affiliates. The University agrees that during the term of this MoU, they shall not work with any other company other than Ericsson India Global Services Pvt Ltd in relation to the scope/ arrangement as envisaged under this MoU.
2. Notwithstanding anything to the contrary in this MoU, any Exhibit or Attachment or any other document signed between the Parties regarding the subject matter of this MoU, either prior or subsequent to this MoU, in no event shall either Party be liable for any loss of profits or revenue, or loss or inaccuracy of data whether direct or indirect or for any direct, indirect, incidental, special or consequential damages incurred by the other Party.

9) Terms and Termination of the MoU

1. Unless terminated by either party, this MoU shall be valid for a period of Three (3) years from the 9th August 2021
2. The Parties are entitled to terminate the MoU if activities performed under this MoU deviate substantially from agreed activities mentioned above.
3. A Party is entitled to terminate the MoU in the case of material breach of MoU from the other Party, on condition that corrective action has not been initiated within two (2) weeks from formal notice of intimating such material breach.

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4. Notwithstanding the above, either Party may terminate this MoU for convenience, without incurring any liability, by providing six (6) months written notice.
5. Project Agreements that has been entered into but not finalized at the date of expiration or termination of this MoU shall remain valid between the Parties as per the provisions in the relevant Project Agreement until it has been finalized, expired or terminated.

10) Governing Law and Settlement of Disputes

1. This MoU shall be governed by and construed in accordance with the substantive laws of India.
2. Disputes shall be finally settled by arbitration and through a sole arbitrator appointed in accordance with the Arbitration and conciliation Act 1996. The place of the arbitral proceedings shall be Delhi, India. The proceedings shall be conducted in English language. Despite arbitration, the Parties may use a competent court for an equitable or injunction remedy. Judgment on the award rendered in any such arbitration may be entered in any court having jurisdiction. The Parties' confidentiality obligations in this MoU apply to the arbitration proceedings and documentation.

IN WITNESS WHEREOF, the parties hereto cause this MoU to be executed by their duly authorized representatives.

JIIT, DEEMED to be UNIVERSITY	**ERICSSON INDIA GLOBAL SERVICES P LTD**
By: DocuSigned by: Dr S C Saxena 6385E1E1DCAB4DC...	**By:** DocuSigned by: 5F730127985B4C6...
Name : Dr S. C. Saxena	**Name : Debashish Roy Chowdhary**
Title : Pro Chancellor	**Title : Head of Business Control**
Date : 1st Sept 2021	**Date : 1st Sept 2021**
By: DocuSigned by: 21208153ADBC4B7...	**By:** DocuSigned by: 46FFED5D654848A...
Name : Col Sharad Rastogi (Retd)	**Name : Abhishek Kumar**
Title : Registrar	**Title : Head of People Function**
Date : 1st Sept 2021	**Date : 1st Sept 2021**

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ANNEXURE I

PREREQUISITES FOR STUDENTS PARTICIPATING IN ELECTIVE PROGRAM

Pre-Requisites are divided into following subcategories to allow better adaptation to the candidates coming from different courses. Thus, Pre-Requisites are mandatory one should be aware about before going through this course to gain maximum learnings from this course.

1) GENERAL

1. Operating System Concepts
2. Networking Concepts
3. Basic Understanding of hardware (servers, switches, racks etc.)
4. Storage Concepts

2) TECHNOLOGY SPECIFIC

1. Linux concepts and Basic CLI knowledge of Linux (RHEL/ Ubuntu/CentOS)
2. Scripting knowledge – Unix Shells Scripting, Python Scripting, Ansible Scripting,
3. Good Understanding of IPV4, L2 & L3 Networking
4. Good to Have: Storage protocols (SCSI/ iSCSI/ FC)
5. Good to Have: Understanding of Configuration Management tool like chef, Ansible etc.

3) DOMAIN SPECIFIC

1. Cloud Computing concepts
2. Basic understanding of Cloud Deployment Models
3. Different Cloud Services and its offerings
4. Available Cloud Vendors and their products
5. Introductory knowledge about Virtualization

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APPENDIX

Anti-bribery and Corruption Provisions

This Appendix covers anti-bribery and corruption provisions applicable for the Agreement to which this Appendix is attached. The provisions of this Appendix are intended to, and shall be, incorporated into the Agreement and supplement the terms thereof. In the event of any conflicts or inconsistencies, the provisions of this Appendix shall prevail over the provisions in the Agreement.

For the purpose of this Appendix, the following terms have the following meaning:

"***Agreement***" means the Memorandum of Understanding between Ericsson and JIIT University who are contemplating to enter a long term mutually beneficial relationship. **ERICSSON - JIIT Talent Development Program** is about driving few industry initiative for the students at University campus to develop their skills in telecom specific technology who can be identified as potential graduate hire in Telecom industry including Ericsson in future. This Appendix is attached, including other attachments and amendments thereto as well as, individually, any underlying services agreements entered into under the Agreement.
"***Ericsson***" means the Ericsson group company that is a party to the Agreement and/or is acting as purchaser under one or more purchase orders to Supplier under the Agreement.
"***Public Official***" means, but is not limited to: (i) any elected or appointed official (whether in the military, executive, legislative or judicial branches of government) of a local, state, provincial, regional or national government (or of any department or agency of those types of government bodies), (ii) any government employee, part-time or full-time government worker, unpaid government worker, or anyone "acting in an official capacity" (i.e., acting under a delegation of authority from a government to carry out government responsibilities), (iii) any political party member, political party official, or candidate for political office, (iv) any official or employee of a public international organization such as the World Bank or United Nations, or of any department or agency of those types of organizations, or (v) any official, representative, or employee of a company that is under even partial ownership or control by a government.
"***Supplier***" means the University that is a party to the Agreement and/or the University acting as supplier of products, services and/or other deliverables like skilled graduates to Ericsson under the Agreement.
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1. Supplier represents and warrants that it, its personnel and anyone acting on behalf of Supplier, will at all times (i) refrain from engaging, whether directly or indirectly, in unethical and/or illegal conduct, including corruption, extortion, money-laundering, tax evasion, fraud and embezzlement, (ii) comply with Ericsson´s Code of Conduct for Business Partners (which can be found at: https://www.ericsson.com/en/about-us/sustainability-and-corporate-responsibility/responsible-business), and (iii) comply with all applicable anti-bribery and anti-corruption laws and regulations including, but not limited to, applicable local anti-corruption legislation and regulations, the US Foreign Corrupt Practices Act, the UK Bribery Act, and any such other relevant laws. Where the requirements of applicable anti-corruption laws or regulations conflict, Supplier must adhere to the most stringent applicable requirements. Supplier shall have adequate procedures and policies to support compliance with each such applicable law and regulation.

2. Supplier represents and warrants that in connection with the Agreement and its relationship with Ericsson, it has not and will not directly or indirectly promise, offer, or give any financial or other direct or indirect benefit to anyone to secure an improper advantage, including by influencing an act, omission or decision of a Public Official. Supplier shall ensure that its personnel and anyone acting on behalf of Supplier are bound by these representations and warranties.

3. Supplier represents and warrants that no Public Official (i) directly or indirectly owns any shares or other interest in Supplier, or (ii) serves as director, officer, agent, or other representative of Supplier, other than as specifically disclosed to and approved by Ericsson in writing prior to the execution of the Agreement. In the event the Supplier is a company listed on a recognized stock exchange, the representation and warranty under item (i) of this provision is limited to shareholders owning ten (10) percent or more of the Supplier's outstanding share capital.

4. Supplier agrees to maintain accurate and reasonably detailed books and records of its financial and other activities connected with the Agreement. Supplier grants Ericsson the right to audit Supplier's books and records, including through interviews of Supplier's employees and other persons engaged by it or by its subcontractors, in order to allow Ericsson to verify Supplier's compliance with provisions in this Appendix. Audit rights may be exercised upon advance written notice and during normal business hours. Supplier shall fully cooperate in any audit conducted and such audits will be conducted by Ericsson or a third-party provider engaged by Ericsson, at Ericsson's sole discretion. For avoidance of doubt, the right to audit as per this provision supplements and shall not limit any other rights of Ericsson to audit Supplier as per terms set out in the Agreement. The audit rights provided for in this provision shall survive any expiry or termination of the Agreement.

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5. Supplier agrees not to interact with any Public Official on behalf of Ericsson and not to engage any intermediary or subcontractor to engage in such interaction in connection with the Agreement without the prior written consent of Ericsson. Where so authorized, Supplier represents and warrants that it will ensure that such intermediary or subcontractor comply with the provisions set out in this Appendix.

6. Supplier agrees to promptly notify Ericsson in writing no later than ten (10) business days from acquiring knowledge of any alleged, actual, or potential violation of the provisions in this Appendix by Supplier, its personnel and/or anyone acting on behalf of Supplier.

7. Unless otherwise agreed separately in writing between Supplier and Ericsson, Supplier hereby agrees that no payments in connection with the Agreement shall be made to any bank accounts other than the Supplier's bank account specified in invoices issued by Supplier. Supplier represents and warrants it is owner of and controls such bank account and that no other person has any interest in it.

8. Should Ericsson reasonably and in good faith believe that there may have been a breach of the provisions in sections 1 or 2 of this Appendix has occurred or is likely to occur, Supplier shall at its own cost cooperate fully with Ericsson to determine whether such a breach has occurred, and, if it is likely to occur, take action to prevent the occurrence of such breach. Ericsson may, upon written notice, withhold further payments to Supplier under the Agreement until such time as it has been determined to Ericsson's satisfaction that no such breach has occurred or is likely to occur. Furthermore, if Ericsson determines reasonably that a breach of sections 1 or 2 has occurred, Ericsson shall - without limiting any other rights or remedies it may have under the Agreement, at law or otherwise – have the right to terminate the Agreement immediately at any time upon written notice.