MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "**MoU**"), dated as of **27th September 2023** sets forth certain nonbinding understandings and binding agreements between

IBM India Private Limited ("**IBM**"), having its registered office at NO. 12, Subramanya Arcade, Bannerghatta Main Rd, Bengaluru, Karnataka 560029

AND

National Council for Teacher Education ("**NCTE**"), G-7, Sector-10, Dwarka, Near Metro Station, New Delhi – 110075

The IBM and National Council for Teacher Education are sometimes referred to individually as a "Party" and collectively as the "Parties".

Background

1.1. **WHEREAS** NCTE, is a statutory body of the Ministry of Education Government of India, headed by Chairperson NCTE. The main objective of the NCTE is to achieve planned and coordinated development of the teacher education system throughout the country, the regulation and proper maintenance of Norms and Standards in the teacher education system and for matters connected therewith.

1.2. **WHEREAS** the Ministry of Education, Government of India, through NCTE has launched the National Mission for Mentoring (NMM) with the aim of providing structured and sustained mentoring support to school teachers across the country. Mentoring plays a crucial role in supporting the professional growth of teachers and improving their practices.

1.3. **WHEREAS** the National Education Policy (NEP) 2020 emphasizes the integration of technology in education and highlights the need for leveraging Artificial Intelligence (AI) and digital resources to enhance teaching and learning outcomes. Recognizing the potential of AI and digital resources in mentoring processes, NCTE seeks to collaborate with industry leaders to build the capacity of Mentors in effectively utilizing these tools during the mentoring process.

1.4. **WHEREAS** Ministry of Education, Government of India through NCTE has launched NCTE, through the National Professional Standards for Teachers (NPST), for

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empowering teachers and enabling them to do their job as effectively as possible through clearly defining expectations from teachers, what constitutes teaching quality and what is required to improve the educational outcomes of students in India through teacher professional standards. These standards are a set of guiding statements that define the expectation of the role of a teacher at different levels of expertise at different stages of a career.

1.5. **WHEREAS** the International Business Machines (IBM) is a globally renowned technology company with expertise in AI, digital resources, and educational technology solutions. With its extensive experience in the field, IBM is committed to promoting innovative and effective ways of integrating technology in education.

1.6. **And WHEREAS**, IBM has developed a thoughtful, holistic approach to corporate social responsibility that integrates IBM's values and maximizes IBM's positive impact as a global enterprise and, in connection with this approach, IBM seeks to open up technological resources and expertise in the field of education.

Therefore, both the Parties hereto agree to enter the MoU on the following terms and conditions. This MoU broadly defines the mode and methodology of operations and spells out the rights and responsibilities of the parties hereto in following terms and conditions:

2. Scope/Purpose of MoU

The Parties seek to create a sustainable and inclusive ecosystem by enhancing/building the capacity of teachers by harnessing the potential of AI and digital resources to empower teachers, enhance their practices, and ultimately contribute to the overall improvement of the Indian education system.

3. Objective of the MoU

The objective of this MoU is to establish a collaboration between the NCTE and IBM on the following areas:

A. To develop and train a larger pool of experts selected as Mentors through a mentoring platform in the area of Artificial intelligence, Digital Literacy and Education Training under the National Mission for Mentoring (NMM). These Mentors will be responsible for guiding and mentoring teachers across the country, ensuring the delivery of quality education in schools. To achieve this objective, NCTE and IBM will work together to develop programs, conduct workshops, and provide resources to build the capacity of Mentors in implementing artificial intelligence and digital education.

B. To establish a collaboration between the NCTE and IBM for National Professional Standards for Teachers (NPST) to develop assessment tools on ICT competency including 21st Century Skills, Artificial intelligence, Digital Literacy and Education

Training for the teachers to undergo with the existing training and to develop curative resources based on the levels of competency.

4. Areas of Collaboration

4.1 For NMM
  a. To build the capacity of mentors in effectively utilizing AI and digital resources during the mentoring process.
  b. To provide digital learning resources to support Mentors for conducting effective mentoring sessions on the Mentoring platform.

4.2 For NPST
  a. To create assessment tools related to ICT competence for various levels of expertise for teachers mentioned in NPST Guiding Document (Suggestive).
  b. To develop curative measures in the form of online resources for teaching, learning and assessment for Computer aided Teaching.

5. IBM Responsibilities: IBM through its implementation partners will partner with National Council for Teacher Education (NCTE) to:

5.1 For NMM

  a. To support the First Party in convening relevant actors in the education ecosystem to align on capacity building and training of selected Mentors in using existing AI and digital resources for enabling effective mentoring interactions.
  b. To leverage digital resources to support Mentors for conducting effective mentoring sessions in their respective domains.
  c. To develop/provide access to relevant training materials, tools, and resources that can aid Mentors in improving their understanding and usage of AI and digital resources during the mentoring process.

5.2 For NPST:
  a. To develop assessment tools for ICT Competency with ICT proficiency levels for teachers, such as proficient, advanced, and expert.
  b. To evaluate teachers' ability to use and integrate technology effectively.
  c. To curate a collection of multimedia resources such as educational videos, simulations, and interactive tutorials to enhance the teaching and learning experience.
  d. To continuously update the repositories to keep the content current and relevant to the evolving educational landscape.

5.3 To submit all the data, facts, and findings unconditionally to NCTE as it will be NCTE's sole property. IBM cannot use/publish any such data or information without the NCTE permission and will return all data/facts/findings etc. to NCTE after expiry of MoU.

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5.4 Nominate a Single Point of Contact (SPOC) to coordinate for all project-related matters

6. NCTE Responsibilities:

6.1 To publish standards, framework, policies and guidelines that pave the way for training/assistance to be implemented. All such assets created and data based developed/curated will be owned by NCTE.

6.2 To ensure adequate resources and logistics support for necessary training and workshops at scale.

6.3 To share, as relevant and applicable research, information and data with IBM only for the purpose of analysis, planning and design of government programs.

6.4 To work closely with IBM for necessary resource gathering and execution.

6.5 To curate and publish the self-learning resources, frameworks and tools for using AI tools and digital resources towards enabling effective mentor- mentee interactions and other relevant trainings.

7. Period of the MoU

The MoU is valid for a period of **one (1)** year from the date of signing.

8. Binding Agreements.

This Section shall constitute a legally binding and enforceable agreement between the Parties. The Parties agree as follows:

a. **Costs and Expenses.** Each Party shall be responsible for all of its costs and expenses associated with pursuing the collaboration, including without limitation (i) the performance of its obligations under this MOU; and (ii) providing its own volunteer force.

b. **IP and Logos.** Each Party may use the logo of the other Party only as provided in a separate logo usage agreement.

c. **Confidentiality.** In case the parties exchange any confidential information, such confidential information shall be subject to the terms of Exhibit A, Agreement for Exchange of Confidential Information. Personal data will not be exchanged except as mutually agreed and subject to IBM's data protection terms.

d. **Affirmation of Non-Discrimination.** National Council for Teacher Education does not advocate, support, or practice activities inconsistent with IBM's non-discrimination policies, whether based on race, colour, religion, age, nationality, social or ethnic origin, sexual orientation, gender, gender identity or expression, marital status, pregnancy, political affiliation, disability or veteran status. Documentation demonstrating that PARTNER complies with the above statement may be required by the local IBM Corporate Social Responsibility manager.

e. **Collaborative Resources for Legal Purposes.** The Parties will not use any portion of the collaborative resources or its technology to support or promote violence, terrorist activity or related training of any kind, either directly or indirectly (including through support of other organizations or persons engaged in such activity).

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f. **Compliance with Sanctions Laws.** Each party will comply with all applicable export and import Laws and associated embargo and economic sanction regulations, including those of the United States, that prohibit or restrict the export, re-export, or transfer of Products, technology, Services or data, directly or indirectly, to certain countries, or for certain end uses or end users.

g. **Compliance with Anti-Corruption and Anti-Bribery Laws.** The Parties commit to using the services, products, cash or other benefits of the collaboration solely for the benefit of the collaboration, in a manner that reflects the highest standards of integrity and ethical conduct and in accordance with all laws, rules and regulations applicable to the Parties, including without limitation all applicable anti-corruption and anti-bribery laws. The Parties agree that no individual associated with or employed by the Parties will improperly benefit, whether directly or indirectly, from the collaboration. The Parties agree that this collaboration is not intended to influence, and will not influence, the procurement decisions of the Parties or any organization with which its partners, officers, board members or trustees or their family members are employed or otherwise affiliated. The Parties will not directly or indirectly make or give, offer or promise to make or give, or authorize the making or giving of any payment, gift, or other thing of value or advantage to any person or entity for (a) the purpose of wrongfully influencing any act or decision, inducing any act or omission to act in violation of a lawful duty, inducing a misuse of influence or securing any improper advantage, or (b) any purpose that is otherwise unlawful under any applicable anti-corruption or anti-bribery laws, where in either case (a) or (b) there is any direct or indirect connection or relation to the grant.

h. **Term and Termination.** Either Party may terminate this MoU upon notice of one month to the other party, without any obligation or liability to the other Party, provided however that the Section 8 shall survive such termination:
The Parties agree that (i) the activities intended by this MoU may not be successfully completed; (ii) the results achieved may not be as anticipated; and (iii) these activities may not lead to any announced or generally available or limited offering. Any decision by any party to forego, or engage any other business opportunity, to alter or supplement any business plan of direction, or to make any investment in anticipation of the consummation of any transaction contemplated hereunder, is at the sole discretion of the party electing to do so, and will not create any actual or potential liability or any obligation for the other party, even if that party is aware of, or has been informed of, or has indicated approval of, any such action, decision, or election.

i. For any claim in any way related to the subject matter of this MoU, the damaged party shall not be entitled to recover any actual and direct damages against other Party. This will apply regardless of the form of action, whether in contract or in tort, including negligence. This limitation will not apply to claims for bodily injury or damage to real property or tangible personal property for which a party is legally liable. However, the liability for direct damages will be limited to INR 10,000. Notwithstanding anything to the contrary, in no event will either party be liable for any lost profits, lost savings, incidental damages, or other economic consequential damages, even if advised of the

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possibility of such damages. In addition, neither party will be liable for any damages claimed by the other party based on any third party claim.

j. **Governing Law.** This MoU shall be governed by and construed in accordance with laws of India and the courts of Delhi shall have exclusive jurisdiction.

k. **No Third-Party Beneficiaries.** Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this MoU.

l. **No Assignment.** Neither this MoU, nor any rights or obligations hereunder may be assigned, delegated or conveyed by either Party without the prior written consent of the other Party.

m. **Counterparts.** This MoU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this MoU as of the date set forth above.

IBM India Private Limited	National Council for Teacher Education
Sign: e-Signed by Shipra Sharma	Sign: e-Signed by Shree Navin Malik
Name: Shipra Sharma	Name: Shree Navin Malik
Title: CSR Leader for Social Impact in India	Title: Under Secretary (Acad)
Date: 2023-09-27 07:35:57 GMT	Date: 2023-09-27 08:03:15 GMT

Attachments

Exhibit A – Agreement for Exchange of Confidential Information