



STATEMENT OF WORK

(Career Education)

Statement of Work Number – ANAIN1807052626667

IBM reserves the right to change the prices if this Statement of Work is not signed within thirty days from the date mentioned below.

NAME OF CUSTOMER: POORNIMA JIET EDUCATION FOUNDATION, PJF
CENTRAL OFFICE, PIET CAMPUS, IST-2, RIICO, INSTITUTIONAL AREA,
SITAPURA, RAJASTHAN, JAIPUR 302022

PREPARED BY: IBM INDIA PVT. LTD.
Career Education Program
12, SUBRAMANYA ARCADE
BANNERGHATTA MAIN ROAD
BENGALURU
INDIA - 560 029

VERSION: 1.0
DATE: 05-JUL-2018

The information in this Statement of Work (SOW) shall not be disclosed outside the Customer's organisation and shall not be duplicated, used or disclosed in whole or in part for any purpose other than in connection with the performance of the SOW. This restriction does not limit the right of the Customer to use information contained in the SOW if it is obtained from another source without restriction.

Authorized Signatory


Order Confirmation

Customer Name: POORNIMA JIET EDUCATION FOUNDATION		Industry: Education
Customer Contact Name: NA		
Customer Address: PJF CENTRAL OFFICE, PIET CAMPUS, ISI- 2, RIICO, INSTITUTIONAL AREA, SITAPURA, RAJASTHAN, JAIPUR 302022		
Phone:	Fax: +91	Customer No (ICN): 764073
Customer 'Bill To' Address: Same As Above Address		
Customer 'Ship To' Address: Same As Above Address		
IBM Representative Name: Anuka		
IBM Address: IBM Career Education Program, IBM India Pvt. Ltd. 12, Subramanya Arcade, Bannerghatta Main Road, Bengaluru - 560029.		
Phone:	Fax:	
SOW No: ANAIN1807052626667	Referenced IBM Agreement ("Agreement"): CE MoU dated 16 May 2017 between Poornima JIET Education Foundation & IBM India Pvt Ltd.	

Each of us agrees that the complete agreement, which replaces any prior oral or written communications between us regarding this transaction, consists of 1) this Statement of Work along with its appendices and 2) the Agreement identified above.

In the event of conflict between the terms of this Statement of Work and the Agreement, the terms of this Statement of Work shall prevail.

In entering into this SOW, Customer is not relying upon any representation made by or on behalf of IBM that is not specified in the Agreement or this SOW, including, without limitation, the actual or estimated completion date, amount of hours to provide any of the services, charges to be paid, courseware or education materials to be provided or the results of any of the services to be provided under this SOW.

Poornima JIET Education Foundation

 Authorised Signatory

Terms and Conditions

Courseware

IBM will provide one copy of the book(s) (not to be sold individually) per participant of the required courseware materials.

Completion Criteria for Courseware:

Delivery of courseware shall be deemed complete based on proof of dispatch of the same.

Note: Further copies of the courseware shall not be made without the express prior written consent of IBM.

Responsibilities

Responsibilities of IBM

IBM will provide one copy of the book(s) (not to be sold individually) per participant of the required courseware.

Responsibilities of Customer

The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to IBM. Customer is required to perform its obligations in the Agreement and this SOW without exception. IBM's performance is predicated upon the following responsibilities being managed and fulfilled by Customer:

- To provide the list of the participants to IBM for certificate purposes

To follow Career Education Program guidelines as communicated from time to time

No of Participants	Course Code #	Courseware Description	Unit Price (INR)	Line Total (INR)
100	CEEBLU1IN	IBM CE - Application Development and Deployment using IBM Bluemix	3000	3,00,000
100	BAF1PIN	IBM CE - Learning Business Intelligence using IBM Cognos BI	3000	3,00,000

Total Cost – Rs. 6,00,000/- (Six Lakhs Only)

Payment

- The prices shall be exclusive of applicable taxes, duties and levies and shall be charged as per actuals.
- 100% Payment in Advance

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Other Terms and Conditions

Purchase Order should be in favour of "IBM India Pvt. Ltd." and to be released 30 days prior to commencement of the program. Any Purchase Order issued under this SOW shall be for administrative purposes only and any additional or conflicting terms in the same shall be void.

The courseware would be dispatched to the respective "Ship To" address only on receipt of the Purchase Order and payment.

The courseware may not be reproduced in whole or in part without prior written consent of IBM

Data Processing Protection

IBM's Data Processing Addendum (DPA) at <http://ibm.com/dpa> and the attached DPA Exhibit apply and supplement the Agreement, if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to Processing of Personal Data provided by the Client.

Exhibit 1: Data Processing Addendum Exhibit

Software Services for Career Education

Read-only access of Client Personal Data

This Data Processing Addendum Exhibit (DPA Exhibit) specifies the DPA for the Identified Service.

1. Processing

IBM will process Client Personal Data for the Service, as described in the SOW and as supplemented and specified by this DPA Exhibit.

1.1 Processing Activities

The processing activities with regard to Client Personal Data are:

- Reading

IBM will access Client Personal Data only through the applicable Cloud Service as a "User" in a read-only mode.

2. Client Personal Data

2.1 Categories of Data Subjects, Types of Client Personal Data and Special Categories of Client Personal Data

The Categories of Data Subjects, Types of Client Personal Data and Special Categories of Client Personal Data are defined in the DPA Exhibit (Data Sheet) applicable for the respective Cloud Service for which IBM is providing the Services, as specified in the SOW. Therefore the information set out in the DPA Exhibit regarding Categories of Data Subjects, Types of Client Personal Data and Special Categories of Client Personal Data for the respective Cloud Service also apply to the Service.

3. Technical and Organizational Measures

The technical and organizational measures in respect of the relevant Cloud Service are set out separately in the DPA Exhibit for that Cloud Service. The technical and organizational measures (TOMs) applicable to the Service are described below. Client confirms its obligation to implement appropriate TOMs within its own area of responsibility as required by applicable Data Protection Laws.

3.1 Data Protection

- a. IBM will treat all Content as confidential by not disclosing Content except to IBM employees, contractors, and subprocessors, and only to the extent necessary to deliver the Service, unless otherwise specified in the SOW.

3.2 Access Control

IBM workstations used to access Client Personal data are secured under standard IBM IT security policies and rules that cover password control, anti-virus protection, firewall protection, hard drive password or disk encryption, automatic security patch installation, VPN to access the IBM network, control of IBM required software on the workstation, approval requirements for open source software and monitoring software to ensure security policy compliance.

IBM may require access to Client Personal Data through the Cloud Service as a user to deliver the Service. Such user access is controlled by the Client. Client will restrict and limit such access to the least level required to provide and support the Service. Such access, including administrative access (privileged access), will be individual, role-based, and subject to Client processes and policies. Client will terminate such access provided to IBM personnel at the end of the Service.

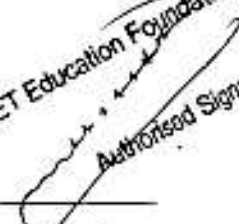
3.3 Security Policies

IBM will maintain and follow its standard mandatory employment verification requirements for all new hires, including supplemental employees, and extend such requirements to wholly owned IBM subsidiaries. In accordance with IBM internal process and procedures, these requirements will be periodically reviewed and include, but may not be limited to, criminal background checks, as legally permitted, proof of identity validation, and additional checks as deemed necessary by IBM. Each IBM company is responsible for implementing these requirements in its hiring process as applicable and permitted under local law.

IBM employees will complete security and privacy education annually and certify each year that they will comply with IBM's ethical business conduct, confidentiality, and security policies, as set out in IBM's Business Conduct Guidelines. Additional policy and process training will be provided to persons granted administrative access to the Service components that is specific to their role within IBM's operation and support of the Service.

4. Deletion and Return of Client Personal Data

IBM will neither return nor delete the Client Personal Data as the Service is being provided directly within the Cloud Services and therefore the regulation about deletion and return set out in the DPA Exhibit for the respective Cloud Services applies.

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5. Subprocessors

a. IBM Data Importers (IBM companies established outside either the European Economic Area or countries considered by the European Commission to have adequate protection):

Name of Subprocessor	Address of Subprocessor
IBM India Private Limited	IBM India Private Limited No. 12, Subramanya Arcade, Bannerghatta Road, Bengaluru – 560029, India

6. International Data Transfer

6.1 EU Standard Contractual Clauses

EU Standard Contractual Clauses signed by all IBM Data Importers is available at: <http://ibm.biz/EUMCDoc>.

7. Data Privacy Officer and Other Controllers

Client is responsible for providing complete, accurate and up-to-date information about its data privacy officer and each of their other Controllers (including their data privacy officer). Any updates to the information should be provided to IBM by contacting DPA.Help.project@uk.ibm.com along with the contract # and client name.

8. IBM Privacy Contact

The IBM privacy contact can be contacted at DPA.Help.project@uk.ibm.com.

IBM and Customer Authorisation

IBM India Pvt. Ltd.		POORNIMA JIET EDUCATION FOUNDATION	
_____		_____	
IBM authorised signature		Customer authorised signature	
Name:		Name:	
Title:		Title:	
Date:		Date:	