

## AWS Educate Collaboration Arrangement

This Collaboration Arrangement (this "**Arrangement**") is made and entered into by and between Amazon Internet Services Private Limited ("**Amazon Affiliate**") and Maharaja Ranjit Singh Punjab Technical University, Bhatinda ("**Institution**"). Amazon Affiliate and Institution are sometimes each referred to as a "**Party**" and collectively as "**the Parties**". The Arrangement will commence and become effective as of the date the last Party signs this Arrangement (the "**Arrangement Effective Date**"). The Parties reserve the right to implement the proposed Areas of Collaboration (as defined in Section 1 below) through one or more of their respective affiliates, and such affiliate may enter into the Definitive Agreements (as defined in Section 6 below). Unless otherwise defined in this Arrangement or the relevant terms for the AWS program(s) in Exhibit B, all capitalized terms used in this Arrangement will have the meanings ascribed to them in the AISPL Customer Agreement, available at <https://aws.amazon.com/aispl/agreement/> or other agreement governing your use of Services (the "**Agreement**").

- 1. Scope and Aims of Arrangement.** This Arrangement is to confirm the Parties intent to collaborate on several initiatives and activities described in the areas of collaboration ("**Areas of Collaboration**") attached hereto ("**Exhibit A**"). The Parties acknowledge that the Areas of Collaboration are not exhaustive in nature and the Parties may, in good faith, jointly amend or elaborate upon the Areas of Collaboration from time to time. For the avoidance of doubt, reference to the term "Arrangement" will include Exhibit A. Nothing in this Arrangement obligates either Party to enter any other agreement with the other, nor excludes similar agreements with other entities. Save for the provisions on confidentiality and publicity, the Parties agree that this Arrangement is intended to be a non-legally binding statement of the Party's intent to collaborate only, and shall not impose any legal obligations on either Party. The Parties acknowledge the discussions in relation to the Areas of Collaboration are being undertaken on a non-exclusive basis and either Party shall be free to enter into transactions similar to the Areas of Collaboration with any other party in India or elsewhere.
- 2. Fees and Expenses.** With the exception of Institution's actual use of the AWS Service Offerings that may relate to the activities described in Exhibit A arising from this Arrangement, neither of the Parties hereto will have any obligation to the other Party to pay any fees and expenses incident to or resulting from the negotiation, preparation, or execution of this Arrangement. Each Party will be responsible for its own costs associated with the exploratory activities contemplated by this Arrangement. Amazon Affiliate may within its sole discretion contribute AWS Promotional Credits as Program Credits to the AWS Educate Program contemplated under this Arrangement. Usage of Program Credits is subject to the AWS Promotional Terms & Conditions.
- 3. Term and Termination.** The term of this Arrangement will commence on the Arrangement Effective Date and will remain in effect for two (2) years unless earlier terminated by either Party. Either Party may terminate this Arrangement immediately for any reason upon written notice to the other Party. The termination of this Arrangement shall not affect any prior or subsequent Definitive Agreement entered into between the Parties. The Parties shall work together to ensure that all outstanding work or issues are completed or brought to a mutually agreeable conclusion in an orderly and timely manner.
- 4. Publicity.** All materials intended to publicize the initiatives and activities resulting from the Parties discussions will be approved by both Parties prior to release. Upon the other Party's prior written consent (which may be via email), either Party may use the other Party's trade names, trademarks, service marks, logos, domain names and other distinctive brand features in presentations, marketing materials, and website listings for the purpose of publicizing the initiatives and activities resulting from this Arrangement. No Party may acquire any right, title or interest in any other Party's trademarks under this Arrangement, and no Party shall use the trademarks of the other Party without the other Party's express written consent. Institution may only use the Marks in connection with this Arrangement in accordance with the Agreement.
- 5. Relationship between the Parties.** The relationship of the Parties hereto shall at all times be one of independent contractors, and neither Party shall be, nor represent to be, an employee, agent, representative, partner, association of persons or joint venture of the other, nor shall either Party have the right or authority to share in the revenues or profits of the other Party, to assume any risk or create any liability, obligation or expense jointly or on behalf of or in the name of the other Party, to direct or control the operations of the other Party, or to otherwise act on behalf of the other Party.
- 6. Definitive Agreement.** To the extent necessary, any engagement requiring a formal agreement, including





Institution's use of Service Offerings shall be negotiated between the relevant Parties in one or more separate, specific agreement(s) independent of this Arrangement ("**Definitive Agreements**"). This Arrangement creates no obligation on behalf of either Party to enter into any specific Definitive Agreement or other agreement subsequent to the execution of this Arrangement. Nothing in this Arrangement shall be construed as superseding or interfering in any way with other agreements or contracts entered into either prior to or subsequent to the signing of this Arrangement.

**7. Implementation.** The responsibility for the implementation of activities pursuant to the framework established by this Arrangement shall lie with the Parties, each of which has designated a representative below. By written notice or e-mail to the other Party, each Party may designate different or additional persons as its representatives.

For Institution

Dr. Anju Sharma  
Asst. Professor  
+91 9888997297  
phdanju@gmail.com

For Amazon Affiliate:

Amit Nevatia  
Educate Program Lead  
+91 9899110922  
anevati@amazon.com

**8. Confidential Information.** "**Confidential Information**" means all nonpublic information disclosed by either Party to the other Party that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. In the event that either Party needs to disclose its Confidential Information to the other Party, the Parties shall enter into a separate confidentiality agreement on terms and conditions to be agreed. For the avoidance of doubt, all Confidential Information shall remain the sole property of the Party disclosing such Confidential Information. Except for the disclosure of this Arrangement, including the title and the identification of the Parties, which information shall not be deemed confidential, neither Party shall disclose the specific terms and conditions of this Arrangement without the express written consent of the Party, such consent not to be unreasonably withheld.

**9. Ownership of Materials/Intellectual Property.** Each Party acknowledges and agrees that the other Party owns the intellectual property rights that it owned or controlled prior to or created separately during but unrelated to this Arrangement, including any modifications thereto. Any work by the Parties resulting in the creation of new intellectual property will be governed by the applicable Definitive Agreement(s) that addresses intellectual property ownership. No jointly owned intellectual property is intended to be created by the Parties under this Arrangement. No right or license is granted to either Party or its affiliates under this Arrangement to any Confidential Information, know-how, or other intellectual property right owned or controlled by the other Party or such other Party's affiliates.

**10. Liability.** Neither Party will be liable to the other for any damages for any actions under this Arrangement.

**11. Limits to Arrangement.** Nothing in this Arrangement is intended to be, or should be construed as a waiver of the privileges and immunities of either Party or its officers and employees, which privileges and immunities are hereby specifically reserved. Nothing in this Arrangement constitutes or implies a transfer of funds between the Parties, nor a procurement action on the part of Institution. The Parties agree that Institution's use of the Service Offerings, if any, shall be governed by the terms and conditions in the Agreement.

**12. Assignment; Third Parties.** Neither Party will assign any part of this Arrangement to another party without the prior written approval and consent of the other Party. This Arrangement does not create any third party beneficiary rights in any individual or entity that is not a party to this Arrangement.



**13. Counterparts and Facsimile Delivery.** This Arrangement may be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will be deemed to constitute one and the same document. The Parties may sign and deliver this Arrangement and any notices under it by facsimile or email transmission.

**14. Entire Understanding.** This Arrangement and any documents incorporated by reference constitute the entire understanding between the Parties hereto with respect to the subject matter hereof (with the exception of Institution's use of the Service Offerings, which will be governed by the Agreement or a Definitive Agreement as agreed separately by the Parties). No representation, warranty, promise or statement of intention has been made by either Party which is not embodied in this Arrangement, Exhibit A, or such other documents, and neither Party shall be bound by, or be liable for, any alleged representation, warranty, promise inducements or statement of intention not embodied herein or therein. This Arrangement may be amended or supplemented only by the mutual written consent of the Parties specifically referring to this Arrangement.

**15. Disputes.** In case of a dispute between the Parties arising out of or relating to this Arrangement, the Parties will attempt to reach an amicable resolution in good faith.

**16. Governing Law.** The laws of India, without reference to conflict of law rules, govern this Arrangement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Arrangement.

IN WITNESS WHEREOF, Amazon Affiliate and Institution have executed this Arrangement as of the Arrangement Effective Date.

<b>AMAZON INTERNET SERVICES PRIVATE LIMITED</b>  By: _____ Name: _____ Title: _____ Signature Date: _____  Address:  Ground Floor, Eros Corporate Towers, Nehru Place, New Delhi - 110 019, India	<b>Maharaja Ranjit Singh Punjab Technical University, Bhatinda</b>  By: _____ Name: _____ Title: _____ Signature Date: _____  Address:  Dabwali Road, Lal Singh Nagar Bhatinda, Punjab 151001
---	---



## Exhibit A

### Areas of Collaboration

#### Vision for the Collaboration

The vision of this collaboration is to develop cloud-ready job skills by deploying a range of education, training, and certification programs to accelerate cloud-related learning and development.

#### Objectives the Collaboration

Amazon Affiliate and Institution will collaborate to identify opportunities to provide trainees access to the AWS Educate program. The adoption of AWS Educate will give trainees access to resources needed to accelerate cloud-related learning endeavors, including AWS Promotional Credits for hands-on experience with AWS technology, training, content, career pathways, and job board.

#### Approach and Targeted Outcome

Institution and Amazon Affiliate will come together for the strategic relationship to provide multifaceted, collaborative, strategic initiatives that are based on mutual benefit, trust, and are focused on achieving shared goals. Both Parties commit their best efforts for the realization and implementation of what is agreed on in conjunction with this Arrangement. To meet these strategic objectives and subject to the terms of this Arrangement,

- i) Amazon Affiliate intends to,
  1. provide Institution and its trainees who enroll as members of the AWS Educate program with free AWS Promotional Credits to access AWS Services, labs and training on cloud topics and AWS Services, shared open course content by leading professors and us, best practice communities, AWS Educate Job Board, and training materials to help the Institution instructors and trainees enhance their skills on AWS,
  2. provide tracking statistics and reports to Institution on the online progress of trainees,
  3. provide access to instructor led classes, on-demand training, self-paced labs, and training at Amazon Affiliate events to facilitate adoption,
  4. support Institution with execution of mutually agreed events, workshops and seminars.
- ii) Institution intends to,
  1. promote the AWS Educate program through email and newsletters,
  2. form a working committee to deliver the AWS Educate program and report progress to Amazon Affiliate,
  3. target to sign up an estimate of 3000 trainees to the AWS Educate program,
  4. leverage the AWS Educate Job Board as an additional avenue for trainees to find a job in country or globally.
- iii) Other
  1. A 4 day workshop to be conducted for all faculty/educators of the university on the AWS Educate on-boarding process and AWS Tech Essentials, at a centralized location in discussion with University & Amazon affiliate. A follow-up training for faculty / educators for a maximum of 2 additional days would be organized based on mutual discussion
  2. University to broadcast the information about collaboration with the AWS Educate program to all higher education institutes under its umbrella
  3. Each institute to nominate 2 members from their institute to act as the central point of contact (CPOC) for the AWS Educate program roll-out
  4. The faculty/educators to conduct 1 hr. workshop for educators and students at each college, facilitating their enrolment in to the program
  5. Students successfully completing the AWS Educate career pathways would be provided with digital certificate of completion.



**Exhibit B**  
**Terms and Conditions for AWS Programs (For Reference Only)**

**AWS Educate** <https://aws.amazon.com/education/awseducate/>

With the increasing demand for cloud employees, AWS Educate provides an academic gateway for the next generation of IT and cloud professionals. AWS Educate is Amazon's global initiative to provide students and educators with the resources needed to accelerate cloud-related learning endeavors.

Terms and Conditions

- [https://www.awseducate.com/DisplayDocument?docname=Institution\\_Application\\_en&showLogo=1](https://www.awseducate.com/DisplayDocument?docname=Institution_Application_en&showLogo=1)

**AWS Promotional Credit** <https://aws.amazon.com/awscredits/>

Terms & Conditions - <https://aws.amazon.com/awscredits/>