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Chandigarh Administration

IBM

AGREEMENT # CW3644381

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Certificate Issued Date	:	22-Sep-2023 01:16 PM
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Property Description	:	NA
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.... Please write or type below this line ....

AGREEMENT FOR PROVISION OF HOSTING FACULTY DEVELOPMENT PROGRAMS CONDUCTED BY NITTTR (National Institute of Technical Teachers Training & Research, Chandigarh) WITH IBM

This agreement ("AGREEMENT") is intended to outline a proposed partnership between IBM India Private Limited ("IBM") with Registered offices at 12, Subramanya Arcade , Bannerghatta Road, BANGALORE - 560 029 and NITTTR with it's registered office at National Institute of Technical Teachers Training & Research, Sector-26, chandigarh-160019

WHEREAS, NITTTR and IBM have entered into discussions in connection with provision of hosting faculty development programs conducted by NITTTR.

WHEREAS, the parties anticipate that IBM India Pvt Limited will elect to engage NITTTR for hosting Faculty Development Programs Conducted by NITTTR With IBM.

NOW, THEREFORE, in order to ensure that the discussions and evaluations between parties regarding the potential business relationship that is sought does not create any confusion or misunderstandings, the following items represent points that require the parties' agreement and will facilitate these evaluations and discussions.

1. Roles and Responsibilities

The proposed roles and responsibilities of the parties in connection with the Purpose are described in Attachment 1. Scope of work is also covered in Attachment 1.

2. Termination

This Agreement will commence on 22nd Sept 2023 and will terminate on 31st Dec 2024 unless extended or terminated earlier. If at any time any party wishes to withdraw from further evaluations and discussions in connection with the subject matter of this Agreement and terminate this Agreement, it may do so with or without cause and without liability by providing the other party with written notice of its intention to withdraw from further evaluation and discussions. All discussions, proposals, term sheets, draft agreements and other similar materials will be null and void if evaluations and discussions are terminated. This Agreement can be extended only by written agreement of the parties.

3. Confidentiality

The existence and substance of this Agreement and the provision of services contemplated hereby will be kept confidential and will not be disclosed by any party hereto to any third party without the prior written consent of the other party hereto.

The parties acknowledge that the exchange of confidential information by NITTTR and IBM in connection with this Agreement will be governed by the terms and conditions of that certain Agreement for Exchange of Confidential Information, attached hereto as Attachment 2.

4. Limitation of Liability

IBM's entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by NITTTR and in any case will be limited to INR 10,000. 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 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.

5. IP and Publicity

Nothing contained in this Agreement will be deemed to grant any ownership in, or license to, any patents, copyrights or trademarks ("Intellectual Property Rights (IPR)") of either party, whether made under this Agreement or not, and whether existing in any materials, know-how, products or assets. Each party will continue to own the existing IPR's including any modifications and enhancements hereto under the agreement and will own new IPR solely created by it during the period of the Agreement.

Notwithstanding the foregoing, each party grants to the other party, non-exclusive, irrevocable rights for the term of the Agreement to use each other's copyrightable materials as required.

As agreed between the parties, IBM will conduct workshop on select technology. Such technology related content is IBM owned and any IPR therein are IBM owned. IBM agrees to grant non-exclusive, non-transferable, limited permission in to such content to NITTTR to display such works of authorship and audio visual works through NITTTR's FDP delivery platform, connected through internet and digital means, for communication to end points or making available to end points for viewing by such end points for non-commercial educational purposes, provided NITTTR and end points comply with the Terms of Use at IBM SkillsBuild portal www.skillsbuild.org , and all copyright, trademark, and other proprietary notices remain intact.

IBM further agrees to share URL of the IBM SkillsBuild portal www.ibm.com/academic/ & www.skillsbuild.org to the faculty registered to attend the IBM workshop.

IBM and NITTTR each agrees not to use the trademarks, logos, trade names, services marks or other proprietary marks of the other party to this Agreement in any advertising, press releases, publicity matters, or other promotional materials without a prior written approval of the other party.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws provision.

In the event of any dispute or difference arising out of or relating to this Agreement or the breach thereof, the Parties hereto shall use their best endeavors to settle such disputes or differences amicably. To this effect they shall consult and negotiate with each other in good faith and understanding of their mutual interests to reach a just and equitable solution satisfactory to both Parties, with or without the assistance of a mediator. If the Parties do not reach such solution within a period of thirty (30) days, then the dispute shall finally be settled and determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. The place of arbitration shall be Bangalore and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by an arbitral tribunal consisting of three arbitrators. Each of the Parties shall nominate an arbitrator and the third arbitrator shall be nominated by the aforesaid two arbitrators. The arbitral award shall be in writing and shall be final and binding on each Party and shall be enforceable in any court of competent jurisdiction.

7. General

a) Affirmation of Non-Discrimination. NITTTR does not advocate, support, or practice activities inconsistent with IBM's non-discrimination policies, whether based on race, color, 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 NITTTR complies with the above statement may be required by the local IBM Corporate Social Responsibility manager.

b) Project for Legal Purposes. NITTTR not use any portion of the Project 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).

c) Compliance with Anti-Corruption and Anti-Bribery Laws. NITTTR commits to using the services, products, cash or other benefits of the Project solely for the benefit of the Project, in a manner that reflects the highest standards of integrity and ethical conduct and in accordance with all laws, rules and regulations applicable to NITTTR, including

without limitation all applicable anti-corruption and anti-bribery laws. NITTTR agrees that no individual associated with or employed by NITTTR will improperly benefit, whether directly or indirectly, from the Project. NITTTR agrees that this Project is not intended to influence, and will not influence, the procurement decisions of NITTTR or any organization with which its partners, officers, board members or trustees or their family members are employed or otherwise affiliated. NITTTR 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 .

d) Import/Export Compliance.

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.

Miscellaneous

Local Law Provisions

The following terms and conditions apply to transactions performed entirely within India only and amend the other provisions of this Agreement to bring the conduct of the parties' transactions into conformity with local law and practice.

Attachment 1 - Scope and Roles and Responsibilities

1. IBM's Responsibilities

1. To conduct faculty development programs for participants registered through NITTTR faculty development platform.

2. IBM to have IBMer/training partner to execute FDP's through NITTTR content delivery platform to faculty from participating institutions and manage attendance and evaluation of FDP participants.

3. IBM to publish FDP events in NITTTR FDP training calendar with mutual consent on different technologies by offering SME from IBM/training partner.

4. Provide IBM Logo for certificates given to faculties who complete the faculty development programs conducted by IBM until Dec 2024.

5. IBM will provide the logo to be used on the website for events until 31st Dec 2024.

2. NITTTR's Responsibilities

1. Ensure promotion of the faculty development program on the NITTTR website and include it in the training calendar.

2. Provide IBM with list of registered participants with college details, for IBM to sign Copyright License Agreement with the college before commencement of Faculty development program.

3. NITTTR to manage attendance and evaluation for FDP participants for completion.

4. Issue training completion certificates for all faculties completing the program.

Attachment 2 -

Agreement for Exchange of Confidential Information

This Agreement protects confidential information (Information) while maintaining each party's ability to conduct its respective business activities. The following terms apply when one party (Discloser) discloses Information to the other (Recipient).

Disclosure
Information disclosed orally or not marked with a restrictive legend must be identified as confidential at the time of disclosure. Each disclosure of Information is subject to this Agreement for five years following the initial date of disclosure.

Obligations
Recipient will use Information only for the purpose for which it was disclosed or for the benefit of Discloser, and will use reasonable care to avoid disclosure of the Information other than to Recipient's:

a) employees and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of voting shares; or

b) subcontractors, financial and legal advisors, and then only to those who have a need to know.

Before disclosure to any party in (a) or (b), Recipient will have a written agreement with such party sufficient to require that party to treat Information substantially the same as described in this Agreement.

If required to disclose Information by law or court order, Recipient will endeavor to give Discloser prompt notice to allow Discloser a reasonable opportunity to obtain a protective order.

Disclaimers
Discloser provides Information without warranties of any kind and is not liable for any damages arising out of Recipient's use of Information disclosed under this Agreement.

This Agreement does not require either party to disclose or to receive Information, perform any work, or enter into any license, business engagement or other agreement. Neither this Agreement nor any disclosure of Information under it creates any joint or fiduciary relationship or grants Recipient any right or license under any trademark, copyright or patent, now or subsequently owned or controlled by Discloser.

The receipt of Information under this Agreement does not preclude Recipient from:

1. developing, manufacturing, marketing or providing products or services which may be competitive with products or services of Discloser, or entering into any business relationship with any other party; or
2. assigning its employees in any way it may choose.

Any Information is subject to change or withdrawal without notice.

Recipient may disclose, disseminate, and use Information that is already in its possession without obligation of confidentiality, developed independently, obtained from a source other than Discloser without obligation of confidentiality, publicly available when received or subsequently becomes publicly available through no fault of the Recipient, or disclosed by Discloser to another without obligation of confidentiality.

General
Assignment. Neither party may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent of the other except as part of the divestiture of a business line where the acquirer agrees to be bound by the terms of this Agreement. Any attempt to do so is void.

Termination. Either party may terminate this Agreement by providing at least one month's written notice to the other. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

Modification. Only a written agreement signed by both parties can modify this Agreement.

Choice of Law. Both parties agree to the application of the laws of India to govern, interpret, and enforce all of the parties' respective rights, duties, and obligations arising from, or relating to, the subject of this Agreement, without regard to conflict of law principles.

Import/Export Compliance. Each party will comply with all applicable export and import laws and associated embargo and economic sanction regulations, including those of the United States.

This Agreement, including any applicable supplements, is the complete agreement regarding the exchange of Information, and replaces all prior oral or written communications, representations, warranties, covenants, and commitments between Company and IBM regarding the exchange of Information. Each party accepts the terms of this Agreement by signing this Agreement (or another document that incorporates it by reference) by hand or electronically. Once signed, any reproduction of this Agreement or a supplement made by reliable means is considered an original.

Agreed to:	Agreed to:
National Institute of Technical Teachers Training & Research, Chandigarh ("NITTTR").	**IBM India Private Limited ("IBM")**
By _____	By _____
Authorized Signature	Authorized Signature
Name (type or print): Dr. Bhola Ram Gurjar	Name (type or print):Pooja N Khakhar
Date:	Date:
Identification number: 0332	Agreement number:
Address: NITTTR, Sector-26, Chandigarh-160019	IBM address: IBM India Pvt. Ltd., 12, Subramanya Arcade , Bannerghatta Road, BANGALORE - 560 029

Annexure 1 - Privacy rules

Processing Details Exhibit

If a Processing Details Exhibit is not attached to this SOW, Supplier certifies that it has completed a Processing Details Exhibit in connection with the IBM Supplier Security and Privacy Agreement (SSPA) and that the information in the Exhibit is complete and accurate as of the effective date of this SOW.

<div align="center">

PROCESSING DETAILS EXHIBIT

</div>

This Processing Details Exhibit is a part of the Supplier Security and Privacy Agreement (SSPA).

This Exhibit covers Supplier's Processing of Personal Data under all Transaction Documents and identifies, with respect to that Processing, the following: (a) categories of Data Subjects, (b) types of Personal Data, (c) data actions and Processing activities, (d) duration and frequency of Processing, and (e) a list of the Subprocessors.

Capitalized terms used in this Exhibit have the meaning given in the SSPA.

1.   Data Subjects

The following lists the categories of Data Subjects whose Personal Data generally are or can be Processed in connection with the Services:

{Please untick the boxes that do not apply.}

☒   employees of IBM, IBM affiliates, Customers or business partners (including contractors, temporary workers, volunteers, assignees, trainees, retirees, pre-hires/applicants)

☐   Customers or Customer's clients (if individuals)

☐   employees of Suppliers and subcontractors (including contractors, temporary workers, volunteers, assignees, trainees, retirees, pre-hires/applicants)

☐   IBM's on-site visitors

☐   IBM's, IBM affiliates', Customers' or business partners' agents, consultants and other professional experts

2.   Types of Personal Data

The following lists the types of Personal Data that generally are or can be Processed in connection with the Services:

{Please untick the boxes that do not apply.}

☒ business contact information (e.g., name, business phone number, e-mail address, and physical address)

☐ basic human resources data (e.g., name, phone number, e-mail address, and physical address)

☐ factual circumstances / possession feature (e.g., ownership of cars or real estate; license plate numbers; car/property registration data; income data; liabilities; debts and assets)

☐ capabilities and qualifications (e.g., education and professional certificates, profession and employment information, professional affiliations)

☐ location identifiers (e.g., geo-location)

☐ job category (e.g., occupation and title)

☐ system access / usage / authorization data

☐ performance data (e.g., ratings or evaluations)

☐ relationship data (e.g., marital status)

☐ unique online identifiers (e.g., IP addresses)

☐ videos, images, pictures, photos of natural persons

☐ audio recordings of natural persons

3.   Sensitive Personal Data

The following lists the categories of Sensitive Personal Data that generally are or can be Processed in connection with the Services:

{Please untick the boxes that do not apply.}

☐ country identification number (e.g., Social Security Number (SSN), Social Insurance Number (SIN) or other governmentally issued identification number such as driver's license or passport number)

☐ financial data (e.g., bank account number, credit card or debit card number, credit information of Data Subjects)

☐ health and medical information (e.g., health insurance identification numbers; health care treatment or diagnosis information).

☐ date of birth

☐ racial or ethnic origin

☐   sexual orientation, gender identity or gender expression

☐   political opinions

☐   religious, ideological or philosophical beliefs

☐   trade union membership

☐   genetic data

☐   biometric data (e.g., voice prints)

☐   information about criminal proceedings and criminal records

☐   social welfare needs or benefits or other social welfare assistance

☐   behavioral data

4.   Business Purposes

The business purposes for the Processing of Personal Data are:

{Please untick the boxes that do not apply.}

☐   Auditing related to counting ad impressions to unique visitors, verifying positioning and quality of ad impressions, and auditing compliance with this specification and other standards.

☐   Helping to ensure security and integrity to the extent the use of the Data Subject's Personal Data is reasonably necessary and proportionate for these purposes.

☐   Debugging to identify and repair errors that impair existing intended functionality.

☐   Short-term, transient use, including, but not limited to, non-personalized advertising shown as part of a Data Subject's current interaction with IBM, provided that the Data Subject's Personal Data are not disclosed to another third party and is not used to build a profile about the Data Subject or otherwise alter the Data Subject's experience outside the current interaction with IBM.

☐   Performing services on behalf of IBM, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of IBM.

☐   Providing advertising and marketing services, except for cross-context behavioral advertising, to a Data Subject provided that, for the purpose of advertising and marketing, Supplier shall not combine the Personal Data of opted-out Data Subjects that Supplier receives from, or on behalf

of, IBM with Personal Data that Supplier receives from, or on behalf of, another person or persons or collects from its own interaction with Data Subjects.

☐ Undertaking activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by IBM, and to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by IBM.

5. Processing Activities

The purpose, subject matter, and nature of the Processing of Personal Data consists of the following Processing activities:

{Please untick the boxes that do not apply.}

☐ Monitoring - Applications, networks, systems, or infrastructure logging or monitoring services

☐ Customer Support - Help desk or other technical support services

☐ Operations - Provision, maintenance, or management (including security management) of applications, networks, systems, or infrastructure

☐ Hosting - Storage, backup, or other computing resources

☐ Collaboration - Content creation, management, sharing, or collaboration services

☒ Communication - Email, SMS, or other communication services

☐ Security - Identity & access management services

☐ Edge Services - Content distribution, caching, security, performance, or other gateway services

☐ Development - Design, development, build, or test services

☐ Consulting - Advisory, analytics, or other consulting services

☐ Services - Business or data processing on behalf of IBM or an IBM Customer

6. Duration of the Processing

The duration of the Processing of Personal Data is the duration of an applicable Transaction Document, unless otherwise agreed upon in writing.

7. Frequency of the Transfer

The frequency of the transfer of Personal Data is:

{Please tick the applicable box.}

☒   continuous basis

☐   one-off basis

8.   **List of Subprocessors**

Supplier may use the following Subprocessor(s) in the Processing of Personal Data:

{Please insert a list of the Subprocessors in the table below or tick the box that indicates "None."}

☒   None.

Name of Subprocessor	(a) Headquarters address, (b) IBM Data storage location, and (c) other IBM Data Processing locations	Processing Activities (e.g., subject matter and nature) *{Please use the list from Section 5 above.}*	Duration of Processing (e.g., duration of a Transaction Document)	Types of Personal Data/ Sensitive Personal Data *{Please use the list from Sections 2 and 3 above.}*

9.   **Changes to Subprocessors**

Supplier will notify IBM about adding Subprocessors or expanding the scope of Processing by an existing Subprocessor through the IBM Global Procurement Support Portal at https://www.ibm.com/procurement/procSupport/..

10.   **Maintenance and Support**

If Supplier will have access to diagnostic data, such as error logs and user information, in the context of the Services (e.g., handling a support request), that diagnostic data may contain the types of Personal Data and Sensitive Personal Data referenced above. So, where Supplier has such access to diagnostic data, for the purpose of ensuring accuracy, the parties are deemed to have checked the boxes corresponding to the actual data that Supplier accesses in providing Services, even if they checked less than all of those boxes above.

11.   **Privacy Contact**

The Supplier Privacy contact can be reached at director@nitttrchd.ac.in

Annexure 2 - Copy of template certificate (Actual Logo & Signatory to be placed)

IBM SkillsBuild

Certificate of Completion
We certify that

John Doe

from <Institute Name> has completed
Faculty Development Programme in
<track> from <date> to <date>.

In collaboration with

Mona Bharadwaj
CSR Leader for Academia – India

Jane Doe
NITTR

INDIA NON JUDICIAL

Chandigarh Administration

e-Stamp

Certificate No.	:	IN-CH45148390210823V
Certificate Issued Date	:	25-Sep-2023 03:48 PM
Certificate Issued By	:	chvarikms
Account Reference	:	NONACC (GV)/ chspicg07/ E-SMP KIOSK SEC-27/ CH-CH
Unique Doc. Reference	:	SUBIN-CHCHSPICG0788660566912268V
Purchased by	:	BALJEET SINGH
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	NA
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	IBM INDIA PVT LTD
Second Party	:	NITTTR SECTOR 26 CHD
Stamp Duty Paid By	:	NITTTR SECTOR 26 CHD
Stamp Duty Amount(Rs.)	:	300 (Three Hundred only)

.... Please write or type below this line ....

Supplier Security and Privacy Agreement

CW3654921_____

This IBM Supplier Security and Privacy Agreement (**SSPA**) establishes the agreement between **IBM India Private Limited (IBM)** and **National Institute of Technical Teachers Training & Research (Supplier)** on data and technology (including source code) security, data privacy, and related matters. The SSPA applies to all services and deliverables that Supplier provides under its contracts with IBM and is incorporated into and made a part of each such contract, and is effective as of the date of the last party's signature.

JD 0032383077

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority

Applicable Terms. The **SSPA** consists of:

- this document (**Signature Page**), the attached **Processing Details Exhibit**, and the **Core Provisions** (located at https://www.ibm.com/procurement/sspa), each of which applies to all Supplier's services and deliverables, and
- depending on the nature of Supplier's services or deliverables, one or more of the following **Specific Term Exhibits** (also located at https://www.ibm.com/procurement/sspa),
    1. **Cloud and Other Hosted Services** – applies to Supplier's delivery of an "as a service" cloud offering or other service that Supplier hosts or manages,
    2. **On-Premise Software for IBM's Internal Use** – applies to Supplier's delivery of software that IBM or an IBM subcontractor deploys and uses for IBM's internal business purposes,
    3. **Access to IBM Source Code and Assistance with Software Build** – applies when Supplier has access to IBM source code or assists IBM with software build,
    4. **Commercialized Products** – applies to (a) Supplier-provided software that IBM deploys and uses as a service or part of a service for its customers or (b) Supplier-provided software, hosted services, or hardware or equipment that IBM makes available to its customers on a standalone basis or as incorporated into an IBM product or service,
    5. **Access to IBM Networks –** applies when Supplier has access to IBM networks, and
    6. **Staff Augmentation Services** – applies where the conditions in the Specific Term Exhibit are met (such as Supplier's employees devoting all their working time to provide services for IBM).

Where a Specific Term Exhibit does not apply to Supplier services or deliverables, then Supplier does not have to comply with the requirements of that Specific Term Exhibit.

Conflict. In the event of any conflict between the SSPA and any other agreement between the parties, including the contracts in which the SSPA is incorporated and any data processing agreement, the SSPA will prevail.

Updates. The SSPA can only be modified with Supplier's written consent, except for modifications that applicable law mandates. IBM may update the SSPA to include such legally mandated modifications on written notice to Supplier (those modifications are effective on the later of the date that the law specifies or 30 calendar days after the date of IBM's written notice). An example of legally mandated modifications is any new or successor "standard contractual clauses" that are implemented under applicable law and that apply to the international transfer of personal data.

The parties acknowledge their agreement to the foregoing by having their duly authorized representatives sign below. Once signed, any copy of this Signature Page made by reliable means (such as photocopy, facsimile, or electronic scan) will be considered an original.

ACCEPTED AND AGREED TO BY:
    IBM India Private Limited

By: _____
     Signature   Date

Pooja N Khakhar
_____
    Printed Name   Title

Asia Pacific Geo Sourcing Leader-HR Services & Travel

ACCEPTED AND AGREED TO BY:
    National Institute of Technical Teachers
    Training & Research

By: _____
     Signature   Date

Bhola Ram Gurjar   Prof. (Dr.)
_____
    Printed Name   Title

Director, NITTTR, Chandigarh

Processing Details Exhibit

This Processing Details Exhibit is a part of the Supplier Security and Privacy Agreement (**SSPA**).

This Exhibit covers Supplier's Processing of Personal Data under all Transaction Documents that the parties have executed on or prior to the date that each party signed the SSPA Signature Page and identifies, with respect to that Processing, the following: (a) categories of Data Subjects, (b) types of Personal Data, (c) business purposes and Processing activities, (d) duration and frequency of Processing, and (e) a list of the Subprocessors.

Capitalized terms used in this Exhibit have the meaning given in the SSPA.

1. Data Subjects

The following lists the categories of Data Subjects whose Personal Data generally are or can be Processed in connection with the Services:
{Please untick the boxes that do not apply.}

☒ employees of IBM, IBM affiliates, Customers or business partners (including contractors, temporary workers, volunteers, assignees, trainees, retirees, pre-hires/applicants)
☐ Customers or Customers' clients (if individuals)
☐ employees of Suppliers and subcontractors (including contractors, temporary workers, volunteers, assignees, trainees, retirees, pre-hires/applicants)
☐ IBM's on-site visitors
☐ IBM's, IBM affiliates', Customers' or business partners' agents, consultants and other professional experts

2. Types of Personal Data

The following lists the types of Personal Data that generally are or can be Processed in connection with the Services:
{Please untick the boxes that do not apply.}

☒ business contact information (e.g., name, business phone number, e-mail address, and physical address)
☐ basic human resources data (e.g., name, phone number, e-mail address, and physical address)
☐ factual circumstances / possession feature (e.g., ownership of cars or real estate; license plate numbers; car/property registration data; income data; liabilities; debts and assets)
☐ capabilities and qualifications (e.g., education and professional certificates, profession and employment information, professional affiliations)
☐ location identifiers (e.g., geo-location)
☐ job category (e.g., occupation and title)
☐ system access / usage / authorization data
☐ performance data (e.g., ratings or evaluations)
☐ relationship data (e.g., marital status)
☐ unique online identifiers (e.g., IP addresses)
☐ videos, images, pictures, photos of natural persons
☐ audio recordings of natural persons

3. Sensitive Personal Data

The following lists the categories of Sensitive Personal Data that generally are or can be Processed in connection with the Services:
{Please untick the boxes that do not apply.}

☐ country identification number (e.g., Social Security Number (SSN), Social Insurance Number (SIN) or other governmentally issued identification number such as driver's license or passport number)
☐ financial data (e.g., bank account number, credit card or debit card number, credit information of Data Subjects)
☐ health and medical information (e.g., health insurance identification numbers; health care treatment or diagnosis information).
☐ date of birth
☐ racial or ethnic origin
☐ sexual orientation, gender identity or gender expression
☐ political opinions
☐ religious, ideological or philosophical beliefs
☐ trade union membership
☐ genetic data
☐ biometric data (e.g., voice prints)

- ☐ information about criminal proceedings and criminal records
- ☐ social welfare needs or benefits or other social welfare assistance
- ☐ behavioral data

4. Business Purposes

The business purposes for the Processing of Personal Data are:
{Please untick the boxes that do not apply.}

- ☐ Auditing related to counting ad impressions to unique visitors, verifying positioning and quality of ad impressions, and auditing compliance with this specification and other standards
- ☐ Helping to ensure security and integrity to the extent the use of the Data Subject's Personal Data is reasonably necessary and proportionate for these purposes
- ☐ Debugging to identify and repair errors that impair existing intended functionality
- ☐ Short-term, transient use, including, but not limited to, non-personalized advertising shown as part of a Data Subject's current interaction with IBM, provided that the Data Subject's Personal Data are not disclosed to another third party and is not used to build a profile about the Data Subject or otherwise alter the Data Subject's experience outside the current interaction with IBM
- ☐ Performing services on behalf of IBM, <u>including</u> maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of IBM
- ☐ Providing advertising and marketing services, except for cross-context behavioral advertising, to a Data Subject provided that, for the purpose of advertising and marketing, Supplier shall not combine the Personal Data of opted-out Data Subjects that Supplier receives from, or on behalf of, IBM with Personal Data that Supplier receives from, or on behalf of, another person or persons or collects from its own interaction with Data Subjects
- ☐ Undertaking activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by IBM, and to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by IBM

5. Processing Activities

The purpose, subject matter, and nature of the Processing of Personal Data consists of the following Processing activities:
{Please untick the boxes that do not apply.}

- ☐ Monitoring - Applications, networks, systems, or infrastructure logging or monitoring services
- ☐ Customer Support - Help desk or other technical support services
- ☐ Operations - Provision, maintenance, or management (including security management) of applications, networks, systems, or infrastructure
- ☐ Hosting - Storage, backup, or other computing resources
- ☐ Collaboration - Content creation, management, sharing, or collaboration services
- ☒ Communication - Email, SMS, or other communication services
- ☐ Security - Identity & access management services
- ☐ Edge Services - Content distribution, caching, security, performance, or other gateway services
- ☐ Development - Design, development, build, or test services
- ☐ Consulting - Advisory, analytics, or other consulting services
- ☐ Services - Business or data processing on behalf of IBM or an IBM Customer

6. Duration of the Processing

The duration of the Processing of Personal Data is the duration of an applicable Transaction Document, unless otherwise agreed upon in writing.

7. Frequency of the Transfer

The frequency of the transfer of Personal Data is:
{Please tick the applicable box.}

- ☒ continuous basis
- ☐ one-off basis

8. List of Subprocessors

Supplier may use the following Subprocessor(s) in the Processing of Personal Data:
{Please insert a list of the Subprocessors in the table below or tick the box that indicates "None."}

- ☒ None.

Name of Subprocessor	(a) Headquarters	Processing Activities	Duration of Processing	Types of Personal Data/

address, **(b) IBM Data storage location, and** **(c) other IBM Data Processing locations**	(e.g., subject matter and nature) *{Please use the list from Section 5 above.}*	(e.g., duration of a Transaction Document)	**Sensitive Personal Data** *{Please use the list from Sections 2 and 3 above.}*

9. Changes to Subprocessors

Supplier will notify IBM about adding Subprocessors or expanding the scope of Processing by an existing Subprocessor through the IBM Global Procurement Support Portal at https://www.ibm.com/procurement/procSupport/.

10. Maintenance and Support

If Supplier will have access to diagnostic data, such as error logs and user information, in the context of the Services (e.g., handling a support request), that diagnostic data may contain the types of Personal Data and Sensitive Personal Data referenced above. So, where Supplier has such access to diagnostic data, for the purpose of ensuring accuracy, the parties are deemed to have checked the boxes corresponding to the actual data that Supplier accesses in providing Services, even if they checked less than all of those boxes above.

11. Privacy Contact

The Supplier Privacy contact can be reached at director@nitttrchd.ac.in