



MEMORANDUM OF UNDERSTANDING

THIS NON-EXCLUSIVE MEMORANDUM OF UNDERSTANDING made this 28th day of February, 2017 between **Mercedes-Benz Research and Development India Private Limited**, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Whitefield Palms, Plot No. 9 & 10, EPIP Zone, Phase 1, Whitefield Road, Bangalore - 560066, India hereinafter referred to as "**MBRDI**" which expression unless repugnant to the context herein shall mean and include its successors and permitted assigns of the First Part;

And

Maharshi Karve Stree Shikshan Samstha's , Cummins College of Engineering for Women (CCEW), Maharshi Karve Stree Shikshan Samstha educational institute registered with the Charitable Trust being a registered public Trust formed under the Indian Trusts Act, 1882 within the jurisdiction of the District Registrar of Assurances, vide registration no.9264 hereinafter referred to as "**CCEW**" which expression unless repugnant to the context herein shall mean and include each of its Trustees, its legal heirs, successors and permitted assigns of the Second Part;

'Party' and 'Parties' shall mean '**MBRDI**' and '**CCEW**' individually and jointly where referred.

WHEREAS

1. MBRDI is desirous of launching a scholarship program for women in Mechanical and allied specializations named as "Mercedes in Mech"
2. CCEW is one such educational institute which fulfils the legal eligibility requirement and accordingly expresses its interests to be associated with MBRDI in its endeavor to conduct it's Mercedes in Mech program to encourage women students to undertake engineering education in the steam of Mechanical and allied branches and excel in this field.
3. Based on the representations from CCEW as well as the required documents confirming its eligibility MBRDI presently, has agreed to be associated for its "Mercedes in Mech" program.
4. CCEW understands that the validity of this MOU is subject to it continuing to be legally eligible at all times during the validity of this MOU.

NOW, THE PARTIES TO THIS UNDERSTANDING AGREE TO BE ASSOCIATED FOR THE PURPOSE AND DURING THE VALIDITY OF THIS MOU AND ABIDE BY THE TERMS AND CONDITIONS APPEARING HEREINAFTER

1. **Effective Date:** This MOU shall be effective from February 28, 2017
2. **Term and Termination:**
 - 2.1 This MOU shall be valid until December 31, 2020 from its effective date.
 - 2.2 Termination: This MOU may be terminated by either Party by serving on the other Party a written Notice of thirty (30) days in advance informing its intention to terminate this MOU.
 - 2.3 On termination being acknowledged by the other Party, both the Parties shall jointly review the status of the initiatives and accordingly arrive at a mutually agreement to the status of the project and payments, obligations if any.
3. **Scope:**
 - 3.1 CCEW shall support MBRDI in smooth roll out of "Mercedes in Mech" scholarship.
 - 3.2 CCEW shall administratively facilitate the payout of the scholarship amount to the selected students.
 - 3.3 CCEW shall allow MBRDI to use its premises for the "Mercedes in Mech" selection process, promotional events and various developmental interventions from time to time.
 - 3.4 CCEW shall allow the students to participate in the said Program, promotional events and various developmental interventions.
 - 3.5 MBRDI reserves the right to withdraw the scholarship without assigning any reason.
4. **Work Instructions:** During the validity period of this MOU, MBRDI may undertake identical or similar initiatives, as it may think fit through any other entity and CCEW agrees and acknowledges that since this being a non-exclusive MOU, MBRDI is free to choose any other entity / agency for this purpose.
5. **Change of Stream:** Subjected to fulfillment of eligibility pre-requisites, CCEW administration shall support students to change the stream to mechanical engineering. The final discretion for the same rest with CCEW.
6. **Eligibility:** Eligibility of the students shall be governed by the relevant parameters laid down while implementing the program.
7. **Grants:** Grant Amount shall mean such amount under the program applicable from time to time.
8. **Terms of payment:**

The disbursements shall be credited by MBRDI into the designated bank account of the students directly. All the related collection/ remittance / other charges in relation to obtaining the Grant Amount will be borne by the individual respective students.
9. **Project Manager** - shall mean an authorized person appointed from time to time by MBRDI at its sole discretion for the purpose of monitoring and inspection of the implementation of the Project under this MoU.



10. **Undertaking**– all selected students shall sign an “undertaking” confirming the utilization of grant purely for academic purposes.

11. **Warranties and Representations by CCEW:**

(i) **Promptly notify MBRDI:**

- (a) of any event or circumstance which would, or is likely to, result in any of the representations and warranties made by CCEW or the eligible student hereunder becoming untrue, incorrect or misleading in any manner;
- (b) of any circumstance or event which would, or is likely to interfere in/prevent/delay the proper implementation of the Project, or other similar happenings likely to have a Material Adverse Effect on the Project;
- (c) dismissal of any student involved in unethical behavior/ suspension / misbehaving and criminal case.

12. **No assignment/transfer:** CCEW shall under no circumstances assign its rights and obligations under this MOU to any third party.

13. **Notice:** Any notice by one Party to the other Party shall be in writing and posted, delivered personally with proper acknowledgment or sent by courier, registered or certified mail or facsimile transmission to the other Party's last known address and/or the address as specified hereto.

To: Mercedes-Benz Research and Development India Private Limited

Kind Attn.: Mr. Harshavardhan Kundalkar

Email: harshavardhan.kundalkar@daimler.com

Address for serving notice: Whitefield Palms, Plot No. 9&10, Whitefield Road, Whitefield, Bangalore - 560066.

To: MKSSS, Cummins College of Engineering for Women, Pune

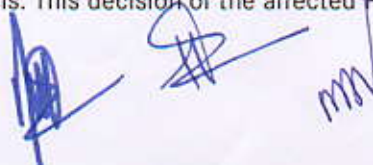
Kind Attn.: Dr. Madhuri Khambete

Email: principal@cumminscollege.in

Address: Tukaram Baburao Shewale Path, Karvenagar, Pune -411052.

14. **Branding, advertisement and promotion:** This MOU does not grant CCEW any rights, authority or license to use or authorize the use of MBRDI's name or any abbreviation thereof for branding, advertisement, promotion, consultation or such activities by whatever name called.

15. Within the framework of this Agreement between the Parties both the Parties expressly agree that they are obliged to desist from all practices which may lead to penal liability due to fraud (or embezzlement, insolvency crimes, crimes in violation of competition laws, guaranteeing advantages, acceptance of advantages, bribery, acceptance of bribes or similar crimes on the part of persons employed or retained by them. In the event of a violation of the above by either Party, the other Party on being aware of this fact, has the right to immediately withdraw from, or terminate, all legal transactions existing with the other Party and the right to cancel all negotiations. This decision of the affected Party shall be final and binding on the other Party.






16. Dispute Resolution and Governing Laws:

All or any dispute arising out of this MoU or its breach, invalidity, including the interpretation and validity thereof and the respective rights and obligations of the Parties hereof shall be settled in accordance with the provisions of and Rules made under the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Bangalore. The arbitration proceedings shall be conducted in the English language.

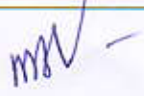


This MoU shall be governed by and construed in accordance with the laws of India ("Governing Law").

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

Signed and delivered for and on behalf of Mercedes-Benz Research and Development India Private Limited

		 28/02/2017
Name: Mahesh Medhekar Designation: Vice President - Human Resources Mercedes Benz R&D India Whitefield Palms, Whitefield Bengaluru	Name: Harshavardhan Kundalkar Designation: Deputy General Manager - Human Resources Mercedes Benz R&D India Whitefield Palms, Whitefield Bengaluru	WITNESS: Name: Darryl Dsouza Designation: Assistant Manager - Human Resources Mercedes Benz R&D India Whitefield Palms, Whitefield Bengaluru

Signed and delivered for and on behalf of MKSSS' Cummins College of Engineering for Women'

		
Name: Dr. Madhuri Khambete Designation: Director MKSSS, Cummins College of Engineering for Women Tukaram Baburao Shewale Path, Karvenagar, Pune -411052.	Name: Dr. Ravindra B. Ingle Designation: Professor and Head of Mech. Engrg MKSSS, Cummins College of Engineering for Women Tukaram Baburao Shewale Path, Karvenagar, Pune -411052.	WITNESS: Name: Rohini Vasant Mulay Designation: Training Placement Officer MKSSS, Cummins College of Engineering for Women Tukaram Baburao Shewale Path, Karvenagar, Pune -411052.



Mercedes-Benz

NON-EXCLUSIVE MEMORANDUM OF UNDERSTANDING

THIS NON-EXCLUSIVE MEMORANDUM OF UNDERSTANDING is made on this 8th day of April, 2022 (the "MOU")

Between

Mercedes-Benz Research and Development India Private Limited, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Embassy Crest, Plot No. 5-P, EPIP Zone, Phase 1, Whitefield Road, Bengaluru, Karnataka - 560066, India hereinafter referred to as "MBRDI" which expression unless repugnant to the context herein shall mean and include its successors and permitted assigns of the First Part;

And

g/aharashi Karve Stree Shikshan Samstha's, Cummins College of Engineering for Women (CCEW), Maharshi Karve Stree Shikshan Samstha educational institute registered with charitable Trust being a registered public trust formed under the Indian Trusts Act, 1882 within the jurisdiction of the District Registrar of Assurances, vide registration no.92d4 herinafter referred to as "CCEW" which expression unless repugnant to the context herein shall mean and include each of its Trustees, its legal heirs, successors and permitted assigns of the Second Part;

'Party':and 'Parties' shall mean 'MBRDI' and "CCEW" individually and jointly where referred.

WHEREAS

1. MBRDI is desirous of launching a "TechSign Challenge" as part of its 'Campus Connect Initiative' (hereinafter referred as "Program").
2. GCEW is one such educational institute, which fulfils the legal eligibility requirement and accordingly expresses its interests to be associated with MBRDI in its endeavor to conduct this

Program. This Program encourages students to put together their ideas on futuristic technology with theme inspired by designs and aesthetics.

3. Based on the representations from THE CCEW as well as the required documents confirming its eligibility, MBRDI presently has agreed to be associated for its Program.
4. THE CCEW understands that the validity of this MOU is subject to it continuing to be legally eligible at all times during the validity of this MOU.

NOW, THE PARTIES TO THIS UNDERSTANDING AGREE TO BE ASSOCIATED FOR THE PURPOSE AND DURING THE VALIDITY OF THIS MOU AND ABIDE BY THE TERMS AND CONDITIONS APPEARING HEREINAFTER

1. **Effective Date:** This MOU shall be effective from April 8, 2022
2. **Term and Termination:**
 - 2.1 This MOU shall be valid until April 8, 2023 from its effective date.
 - 2.2 Termination: This MOU may be terminated by either Party by serving the other Party a written Notice of thirty (30) days in advance informing its intention to terminate this MOU.
3. **Scope:**
 - 3.1 THE CCEW shall support MBRDI in smooth roll out of Program.
 - 3.2 THE CCEW shall support MBRDI in collecting student name participating in the Program, email addresses, contact number, engineering branch for the purpose of registration process.
 - 3.3 THE CCEW shall administratively facilitate the payout of the winning amount to the winning students by collecting and providing their bank account number, pan card copy, cancelled cheque etc. to MBRDI.
 - 3.4 THE CCEW shall collect the consent on behalf of MBRDI to process the above listed personal data from the respective students participating in this Program.
 - 3.5 THE CCEW shall allow MBRDI to use its premises for the Program (if required), selection process, promotional events and various developmental interventions from time to time.
 - 3.6 THE CCEW shall allow the students to participate in the said Program, promotional events and various developmental interventions.
 - 3.7 MBRDI reserves the right to withdraw the Program without assigning any reason.
4. **Work Instructions:** During the validity period of this MOU, MBRDI may undertake identical or similar initiatives, as it may think fit through any other entity and THE CCEW agrees and acknowledges that since this being a non-exclusive MOU, MBRDI is free to choose any other entity / agency for this purpose. In case MBRDI organizes any workshop in future, such workshops will be attended only by the winning students participating in the Program. Winning students who are associated with any other entity/ organization other than THE CCEW, agrees to waive off its opportunity to attend such workshops in future.
5. **Eligibility:** Eligibility of the students shall be governed by the relevant parameters and guidelines laid down by MBRDI while implementing the Program.
- d. **Grants:** Grant Amount shall mean such amount under the program applicable from time to time (if any).

7. **Terms of payment:**
The disbursements shall be credited by MBRDI into the designated bank account of the winning students directly. All the related collection/ remittance / other charges in relation to obtaining the Grant Amount will be borne by the individual respective students.
8. **Project Manager** - shall mean an authorized person appointed from time to time by MBRDI at its sole discretion for the purpose of monitoring and inspection of the implementation of the Program under this MoU.
9. **Declaration/ Consent Form** - all selected students shall sign a "Declaration/ Consent Form" confirming the eligibility criteria and to abide the instruction manual, parameters and guidelines issued by MBRDI time to time.
- J0. **Warranties and Representations by THE CCEW:**
- 10.1 Promptly notify MBRDI:
- (a) of any event or circumstance which would, or is likely to, result in any of the representations and warranties made by THE CCEW or the eligible students hereunder becoming untrue, incorrect or misleading in any manner;
 - (b) of any circumstance or event which would, or is likely to interfere in/prevent/delay the proper implementation of the Program, or other similar happenings likely to have a material adverse effect on the Program;
 - (c) Dismissal of any student involved in unethical behavior / suspension / misbehaving and criminal case.
- 10.2 THE CCEW warrants that it is duly incorporated and validly existing under the Laws of India and is in compliance of all applicable laws and possesses all statutory approvals and compliances.
- 10.3 THE CCEW warrants that it does not violate any covenants, conditions and stipulations of any of its existing agreement and shall at all times abide by all the terms and conditions of this MOU.
- 10.4 THE CCEW warrants that it shall be responsible for any omissions of its students arising out of their participation in the Program under this MOU.
11. **Proprietary Rights:** THE CCEW and its students hereby agrees and assigns to MBRDI the ownership of any intellectual property rights as part of the Materials/ Information submitted to MBRDI under this Program. To clarify, Materials/ Information means the work product created and submitted by the students as part of the Program.
12. **Indemnity:** THE CCEW and its students hereby agrees to indemnify, defend and hold harmless MBRDI and each of its officers, directors, owners, employees and agents from and against all third party actions, suits, losses, liabilities, claims, expenses, damages and costs of every kind and description, including reasonable legal fees (collectively, "Losses") arising out of: (i) breach of any of its representations or warranties set forth in this MOU; or (ii) a claim that the Material/ Information directly infringes a copyright, or (iii) other intellectual property right of a third party.
13. **No assignment/transfer:** THE CCEW shall under no circumstances assign its rights and obligations under this MOU to any third party. MBRDI shall not be responsible/obligated to any terms and conditions other than the provisions of this MOU.

14. Notice: Any notice by one Party to the other Party shall be in writing and posted, delivered personally with proper acknowledgment or sent by courier, registered or certified mail or facsimile transmission to the other Party's last known address and/or the address as specified hereto.

To: Mercedes-Benz Research and Development India Private Limited

Kind Attn.: Dipti Nayak

Email: Dipti.nayak@mercedes-benz.com

Address: Embassy Crest, Plot No. 5-P, EPIP Zone, Phase 1, Whitefield Road, Bengaluru, Karnataka – 560001, India

To: The Principal

MKSSS, Cummins College of Engineering for Women, Pune

Email: principal@cumminscollege.in

Address: Tukaram Baburao Shewale Path, Karvenagar, Pune - 411052

15. Branding, advertisement and promotion:

15.1 This MOU does not grant THE CCEW any rights, authority or license to use or authorize the use of MBRDI's name, logo or any abbreviation thereof for branding, advertisement, promotion, Consultation or other activities by whatever name called without MBRDI's prior written consent.

15.2 THE CCEW and its students hereby further agree that the Materials/ Information submitted by the students should not be shared, in whole or in part to any third parties or even publicize it on any social media platform. However, sharing the news about its participation in the Program and sharing the certificates and prizes received by the students is allowed.

16. Within the framework of this MOU between the Parties, both the Parties expressly agree that they are obliged to desist from all practices which may lead to penal liability due to fraud (or embezzlement, insolvency crimes, crimes in violation of competition laws, guaranteeing advantages, acceptance of advantages, bribery, acceptance of bribes or similar crimes on the part of persons employed or retained by them. In the event of a violation of the above by either Party, the other Party on being aware of this fact, has the right to immediately withdraw from, or terminate, all legal transactions existing with the other Party and the right to cancel all negotiations. This decision of the affected Party shall be final and binding on the other Party..

17. Dispute Resolution and Governing Laws:

17.1 All or any dispute arising out of this MoU or its breach, invalidity, including the interpretation and validity thereof and the respective rights and obligations of the Parties hereof shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The seat and venue of the arbitration shall be Bangalore, Karnataka. The arbitration proceedings shall be conducted in English language.

17.2 This MOU shall be governed by and construed in accordance with the laws of Bangalore, India ("Governing Law").

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

Signed and delivered for and on behalf of Mercedes Benz Research and Development India Private Limited

Name:		WITNESS:
Designation:	Designation:	Name: Designation:
Mercedes-Benz Research and Development India Private Limited	Mercedes-Benz Research and Development India Private Limited	Mercedes-Benz Research and Development India Private Limited

Signed and delivered for and on behalf of THE CCEW

Name:	Name:	WITNESS:
Designation: Principal	Designation: T & P Officer	Designation: HOD Mechanical
CCEW Name: Dr. Madhuri Khambete	CCEW Name: Prof. Amit Rajurkar	CCEW Name: Dr. G.S. Chandekar