

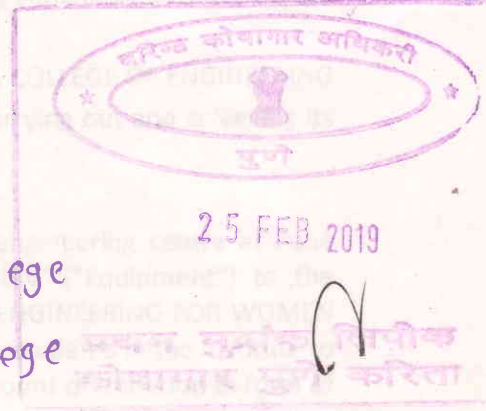


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 दस्त नोंदणी करणार आहेत का ? होय / नाही
 दि. पत्तेचे वर्णन Emerson & Cummins College
 मु. नि. वि. वि. घेणाऱ्याचे नांव Karve Nagar Pune 52
 प. त. Emerson & Cummins College
 मु. नि. प. घेणाऱ्याचे नांव Arvind Shirsat
 हस्त ठरवतीचे नांव व पत्ता



Shirsd
 म. नि. वि. वि. घेणाऱ्याची सही

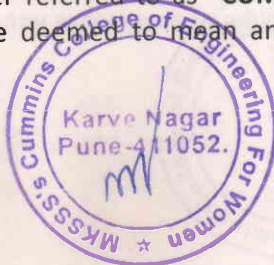
आर. एस. कंचिनकोटी
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 महाडकार चेंबर्स, काथरुड, पुणे-३/
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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on this 27th Day of February, 2019.

BY AND BETWEEN

MKSS's CUMMINS COLLEGE OF ENGINEERING FOR WOMEN, an institute having its office at Karvenagar, Pune 411052, hereinafter referred to as "CUMMINS COLLEGE OF ENGINEERING FOR WOMEN" (which expression shall be deemed to mean and include its successors and permitted assignees).



AND

Emerson Electric Company (India) Private Limited, a company incorporated under the laws of India and having its registered office at Delphi 'B' Wing, 6th Floor, Orchid Avenue, Hiranandani Business park, Powai, Mumbai 400076 and having Emerson Export Engineering Centre as one of its Business Units presently at Matrix Building , Emerson Tower , Near College of Engineering Pune , Old Pune Mumbai Road,Pune-411005,herein after referred to as "Emerson India".

WHEREAS CUMMINS COLLEGE OF ENGINEERING FOR WOMEN is an educational Institute.

WHEREAS:

- A. Whereas Emerson, including companies described in Schedule II to this agreement, ("Emerson India") is a diversified global manufacturing and technology company.
- B. Whereas, CUMMINS COLLEGE OF ENGINEERING FOR WOMEN , established in 1991 with 5 branches including Instrumentation and Control with intake of about 606 students desires to enhance student's skills in instrumentation and control by installing/enhancing lab with DeltaV Control system & sharing knowledge & expertise.

Emerson India is authorized by its objects to donate funds and CUMMINS COLLEGE OF ENGINEERING FOR WOMEN is empowered to raise/receive funds for the purpose of carrying out and achieving its objectives.

Emerson's System and Solutions Business Unit (SYSS) and its project engineering centre at Pune (EEEC) is desirous to donate its state-of-the-art control system DeltaV™ ("Equipment") to the Department of Instrumentation Engineering at CUMMINS COLLEGE OF ENGINEERING FOR WOMEN (hereafter referred as Institute) in order to provide an opportunity to the students in the Institute to get hands on experience on the latest automation system. The total amount of donation in form of Equipment is upto INR [5.16 lakhs].

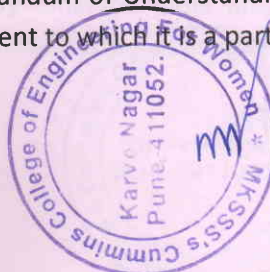
The parties hereto in consideration of the mutual covenants set forth herein and subject to the terms and conditions set forth in this Memorandum of Understanding agree as follows:

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:

1) Representations and Warranties

Each party represents and warrants to the other party as under:

- a) It has full power and authority to execute, deliver and perform its obligations, under this Memorandum of Understanding;
- b) The execution and delivery of this Memorandum of Understanding will not result in breach of its constitutional documents and/or default under the laws to which it is bound; and
- c) The execution and delivery of this Memorandum of Understanding will not result in breach of any terms and conditions of any agreement to which it is a party.



Rights and obligations of CUMMINS COLLEGE OF ENGINEERING FOR WOMEN

- d) CUMMINS COLLEGE OF ENGINEERING FOR WOMEN shall utilize the Equipment only for the implementation of the project a description of which is stated in the proposal.
- e) CUMMINS COLLEGE OF ENGINEERING FOR WOMEN will use the system solely for training students and to provide them an exposure to latest trends in process automation. The system will not be used for any commercial activity.
- f) CUMMINS COLLEGE OF ENGINEERING FOR WOMEN shall include appropriate topics in the curriculum which will help their graduate and postgraduate students to understand process automation topics and conduct practical experiments on the Equipment.
- g) CUMMINS COLLEGE OF ENGINEERING FOR WOMEN or its students will not decompile, disassemble, decode, reproduce, redesign, or reverse engineer any samples or computer software of the Equipment or any part thereof.
- h) CUMMINS COLLEGE OF ENGINEERING FOR WOMEN shall maintain logs of projects and student list.

2) Rights and Obligations of Emerson India

- a) Emerson India will be giving the Equipment, monitoring the implementation and suggesting improvements if the need arises for the Equipment. Any involvement of Emerson India beyond this will be mutually agreed between Emerson India and CUMMINS COLLEGE OF ENGINEERING FOR WOMEN in writing.
- b) Emerson India agrees to train adequate staff members of the Institute in DeltaV system free of charge. These staff members will in turn train other staff members and students.
- c) Emerson India agrees to support the system upgrade on periodic basis.
- d) Emerson India will visit institute to review status of the DeltaV system on periodic basis. It is expected that the Institute will maintain system in good working condition and provide access to students for experiments, projects & research work.
- e) Emerson India reserves right to withdraw support in case system is not used for intended purpose or not maintained in good working condition.

3) Reporting and Monitoring

- a) CUMMINS COLLEGE OF ENGINEERING FOR WOMEN shall submit quarterly updates on the Project progress (in a format mutually agreed by Emerson India and CUMMINS COLLEGE OF ENGINEERING FOR WOMEN)
- b) Detailed report shall include the following:
 - i) List of students and the practical experience.
 - ii) Minimum suggested improvements.
 - iii) Details of the practical projects.
 - iv) Any other detail as mutually agreed by Emerson India and CUMMINS COLLEGE OF ENGINEERING FOR WOMEN along with other parties as assigned by Emerson India.



- c) CUMMINS COLLEGE OF ENGINEERING FOR WOMEN shall monitor the use of Equipment on an on-going basis.
- d) Emerson India, along with other third parties as assigned by Emerson India, involved with Emerson India's CSR strategy, shall visit the Project on a regular basis to study and evaluate the progress and the outcome of the Project.

4) Confidentiality

CUMMINS COLLEGE OF ENGINEERING FOR WOMEN agrees to use all commercially reasonable efforts to protect from unauthorized disclosure Confidential Information of Emerson India during the Term of this Agreement. Confidential Information shall mean non-public proprietary information of both Party and that may be marked as confidential or can reasonably be construed to be confidential ("Confidential Information"). The parties agree that Confidential Information may be disclosed to the receiving Party's employees, affiliates, suppliers or advisors on a need-to-know basis and who agree to be bound by confidentiality terms and conditions at least as stringent as those herein. This confidentiality obligation shall not apply to any information (i) independently developed by a Party, (ii) generally available to the public other than by a Party's breach of this Agreement, (iii) already known by a Party at time of disclosure to that party, or (iv) rightfully received from a third party without restriction on disclosure or an obligation of confidentiality running directly or indirectly to the other party. Nothing shall prevent or prohibit the receiving Party from providing access to Confidential Information as may be required by Law.

5) Limitation on the liability

- a) CUMMINS COLLEGE OF ENGINEERING FOR WOMEN hereby indemnifies Emerson India from any claim, damage, loss or harm that is caused to any person or property, in the implementation of the Project

6) Term

This Memorandum of Understanding shall remain in force and effect for a period of 5 years commencing from March 2019 ("Term") and shall be mutually renewed for a further period.

7) Indemnity

CUMMINS COLLEGE OF ENGINEERING FOR WOMEN confirms that Emerson India shall not be liable or responsible in any manner for any act of CUMMINS COLLEGE OF ENGINEERING FOR WOMEN, and hereby indemnifies and keeps indemnified and holds Emerson India harmless from and against all or any loss, damage, charges, costs and expenses that may be incurred or suffered by Emerson India or any one of its employees on account of any claim made against by any person directly arising out of Emerson India's association with the Project.



8) Dispute resolution and Jurisdiction

- a) The provisions of this Memorandum of Understanding shall be governed by, and construed in accordance with Indian law, and any dispute, controversy or claims arising out of or relating to this Memorandum of Understanding shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be held in Pune and the language of the proceedings shall be English.
- b) Subject to the provisions of arbitration as mentioned above, this Agreement shall be subject to the jurisdiction of the Courts at Pune, Maharashtra.
- c) In the event of execution of the project as specified above gets delayed for external reasons beyond control, the parties may extend the time for completion of job as mutually agreed but subject to the written undertaking from 'CUMMINS COLLEGE OF ENGINEERING FOR WOMEN' to confirm the completion of job in specified time limit.

9) Notices

Any notice or other communication required or permitted to be given hereunder shall be in writing and dispatched by hand delivery or Registered Post Acknowledgement Due (RPAD) or by courier to the address specified above, or transmitted to the facsimile number specified above, and shall be deemed sufficiently made or given on the date of delivery if delivered by hand, or on the date of mailing if dispatched by registered post acknowledgement due or by courier or on the date the facsimile was sent. Either party may change its address or facsimile number, by written notice to the other.

10) Relationship of Parties

This relationship shall not constitute any partnership between the parties, nor, except as expressly set out in it, constitute any party as the agent of another party, nor shall any party have the right or authority, to assume, create or incur any liability or obligation, express or implied, against, in the name of, or on behalf of the another party.

11) Headings

The headings in this Memorandum of Understanding have been included solely for ease of reference and shall not be considered in the interpretation or constructions of this Memorandum of Understanding IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands the day and year first hereinabove written.

For and on behalf of
Emerson Electric Co. India Pvt. Ltd.
Rajesh Bhawe
Vice President – EEEEC



For and on behalf of
MKSSS's CUMMINS COLLEGE OF ENGINEERING FOR WOMEN
Dr. Mrs. Madhuri Khambete,
Principal,
MKSSS's CUMMINS COLLEGE OF ENGINEERING FOR WOMEN



Schedule – I

Bill of Material of equipments / Software to be provided

Sr. No	Part No	Description	Qty.
	SE2612C02	DeltaV Tower Dual/Quad Monitor Workstation; Win10 Ent IoT 2016; Intel Xeon Processor W-2123 (4C, 3.6GHz, 5.5M, 120W); External Speakers; Two 500GB SATA Drives; RAID 1; 16GB RAM; DVD; 4 E-net Ports; No Monitor; 5 yr warranty	1
	SE2604C01	DeltaV Small Form Factor Tower Single Monitor Workstation; Win10 Ent IoT 2016; i5 Quad-Core CPU; Ext. Spkrs; One 500G SATA Drive, 8GB RAM; DVD; 3 E-Net Ports; No Monitor; 5 yr warranty	3
Other Accessories			
	SE2806	22-inch LED Widescreen Monitor; 16:10 Aspect Ratio; 1680x1050 at 60Hz Resolution; VGA/HDMI/DP	4
	VEDNGLEXCHG	Parallel-Port SI Key Exchange for USB Gold Key	1
	VE2301R143L39	DeltaV Software Media Pack; v14.3; English	1
	Symantec antivirus	Symantec Endpoint Protection v14.0 MP1	4



Schedule II- Emerson India

The Emerson Group-India comprises of the following companies

1. ASCO Numatics(India) Private Limited
2. Control Techniques India Private Limited
3. Daniel Measurement Solutions India Pvt. Ltd.
4. Emerson Climate Technologies Limited
5. Emerson Electric Co India Pvt. Ltd.
6. Emerson Process Management – Power & Water Solutions India Private Limited
7. Emerson Process Management India Private Limited
8. Emerson Process Management Chennai Ltd.
9. Emerson Industrial Automation and Power Generation India Private Limited.
10. Virgo Valves India Private Limited.



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MKSS'S CUMMINS COLLEGE OF ENGINEERING FOR WOMEN, Karvenagar, Pune