

BY AND BETWEEN

Cummins College of Engineering for Women, an Autonomous Engineering College set up by Maharshi Karve Stree-Shikshan Samstha's (MKSSS) at Karvenagar Pune 411052, through its authorized representative Prof. Dr. Madhuri Khambete (hereinafter referred to as "CCEW" which expression, unless repugnant to the context or meaning thereof, shall mean and include all its present and/or future committee members, administrators, executors, permitted assigns, etc.);

AND

Cummins India Foundation (earlier known as Cummins Diesel India Foundation), a Public Charitable Trust duly registered under the Bombay Public Trusts Act, 1950 having its head office at Cummins India Office Campus, Tower A, 5th Floor, Survey No. 21, Balewadi, Pune- 411045, Maharashtra, through its authorised representative M. K. Venkata Ramana & Mr. Vikas Thapa (hereinafter referred to as "CIF" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all its successors, present and/or future committee members, trustees, administrators, executors, permitted assigns, etc.);

AND

Science and Technology Park, an institute set up jointly by Department of Science and Technology, Ministry of Science and Technology, Govt. of India and Savitribai Phule Pune University and registered under the provisions of the Societies Registration Act, 1860 as well as Bombay Public Trust Act, 1950 and having its office at University of Pune, Ganeshkhind Road, Pune 410007, Maharashtra, India through its authorized representative Dr. Rajendra Jagdale (hereinafter referred to as "Scitech Park" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include, all its successors, present and future trustees, managing committee members, administrators, executors, permitted assigns, etc.);

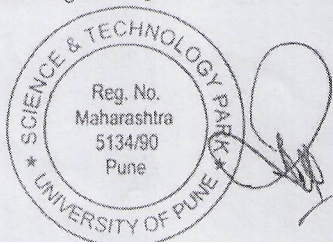
CCEW, CIF and Scitech Park shall hereinafter individually be referred to as "Party" and collectively referred to as "Parties".

RECITALS

- A. CCEW is an autonomous engineering college for women operated by the Maharshi Karve Stree Shikshan Samstha.



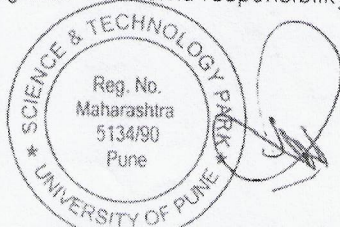
Handwritten signatures and initials.



- B. CIF is *inter alia* engaged in working on high impact projects under three focus areas namely - Higher Education, Energy and Environment and Social Justice including Local Community Infrastructure Development.
- C. Scitech Park is one of the Science and Technology Entrepreneurs Park (STEPs) promoted by National Science and Technology Entrepreneurship Development Board (NSTEDB) of Department of Science and Technology, Government of India, within the campus of Savitribai Phule Pune University. Scitech Park is a prime center to promote techno-preneurs by way of entrepreneurship awareness and training, technology development and incubation of hi-tech start-ups. It facilitates Intellectual Property and technology management, industry sponsored research and provides technology inputs for various governmental and industrial developmental projects.
- D. Scitech Park has been awarded the NIDHI - PRAYAS Center by Department of Science and Technology, Government of India. NIDHI, is the National Initiative for Developing and Harnessing Innovations, an umbrella program conceptualized by the Innovation and Entrepreneurship division of the Department of Science and Technology (DST) aimed at catapulting innovations into start-ups, which in turn would contribute to the building of an innovation driven ecosystem to bring about economic development through creation of wealth.
- E. Within the NIDHI program the PRAYAS (Promoting and Accelerating Young and Aspiring Technology Entrepreneurs) Center which would manage the program for a period 5 (five) years and will call for ideas through their website and a total of 10 (ten) applicants/innovators (hereinafter referred to as "Prayasees") will be given a grant-in-aid of up to Rs. 10,00,000/- (Rupees Ten Lakhs only) to be able to make a prototype of their product idea. NIDHI-PRAYAS is therefore a pre-incubation initiative and a source of pipeline for incubators.
- F. Within the NIDHI-PRAYAS Center, a workshop to realize product ideas into prototypes will be established in CCEW (hereinafter referred to as "Prayas Shala"). Prayasees who are given the grant-in-aid shall complete their prototype within 12 months using the Prayas Shala whenever required. This Prayas Shala will be set up by Scitech Park in the CCEW premises and will be operated on the terms and conditions mentioned hereinbelow.
- G. Now therefore, the Parties herein have agreed to collaborate for setting up and operating the Prayas Shalas for building of an innovation driven ecosystem to bring about economic development ("Purpose") and accordingly agreed to enter into this Agreement so as to record their mutually agreed terms including their roles and responsibility in writing.



[Handwritten signatures]



NOW THEREFORE IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Purpose and Scope of Work: -

The Parties have mutually agreed to work together for the Purpose and the scope of work shall be as detailed in Annexure 'A'. The Parties reserve right to revise the Purpose on mutually agreed terms in writing.

2. Term: -

- a. This MoU shall be valid for a period of 5 (five) years starting from 1st September 2017 till 31st August 2022 (both days inclusive).

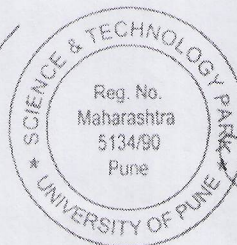
3. Roles and Responsibilities: -

a. CCEW :-

- i. Shall provide a space of 3500 sq. ft. with basic infrastructure like electricity supply, water and separate access gate.
- ii. Shall enable technical and research expertise to be made available to the Prayasees.
- iii. Shall nominate subject matter experts as members of the Board of Mentors for the Prayasees.
- iv. Shall allow use of certain facilities, equipment, if available and if required by the Prayasees.
- v. Shall nominate one person for the Governing Committee of Prayas Shala.
- vi. On the merit of the proposal received from the applicants/ innovators, existing and past students of educational institutes of MKSSS will be given preference.
- vii. Shall provide any other facilities as per the requirement of Scitech Park and agreed by CCEW.
- viii. CCEW will not establish or partner with Department of Science and Technology (DST) for setting up of a DST sponsored similar Prayas Shala or Fab Lab (i.e. prototype centre) at its premises for a period of five years from the date of signing of this MoU

b. CIF :-

- i. Shall set up the Center for Research and Intellectual Entrepreneurship (CeRIE).
- ii. Shall coordinate the activities under this MoU through employees of the Cummins Group Companies. Cummins Group Companies shall include Cummins India Limited and its associated companies, joint ventures and sister concerns.
- iii. Shall provide project management and guidance and enable technical and research expertise to be made available to the Prayasees by nominating subject matter experts as members of the Board of Mentors for the Prayasees.
- iv. Shall nominate one person for the Governing Committee of Prayas Shala.



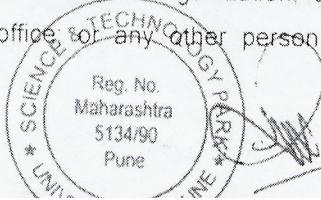
- c. **Scitech Park : -**
- i. Shall identify the modes of operation and ancillary requirements to achieve the Purpose covered under **Annexure A**.
 - ii. Shall be responsible to obtain requisite approvals, if any, from the statutory/ local authorities and coordinate with the local authority to achieve the Purpose
 - iii. Establish, run and operate the Prayas Shala with help of the Governing Committee.
 - iv. Fund procurement of all the equipment and office furniture of the Prayas Shala.
 - v. Procure, install and maintain the equipment at the Prayas Shala.
 - vi. Provide the required technical and operational staff of the Prayas Shala.
 - vii. Facilitate availability of experts on the Board of Mentors.
 - viii. Create awareness about the project/s under **Annexure A**.
 - ix. Collection and selection of entries from Prayasees.
 - x. Disbursement of grant- in aids to the Prayasees.

4. **Engagement Management:**

- a. The overall engagement and performance under this MoU shall be managed by and under the direct supervision of the Principal of CCEW, Scitech Park's Director, Innovation and Entrepreneurship Development and primary contact at CIF shall be the Director, Research, Innovation and Compliance of Cummins India Limited.
- b. CCEW shall permit the CIF and Scitech Park and their representatives to enter its premises and premises where the project/s under **Annexure A** of this MoU being carried out at all reasonable times to inspect progress of the activity/ies covered under the Purpose in order to ensure compliance with this MoU. The Parties shall mutually agree on any action items arising out of such inspection and ensure their closure within the agreed time frame.

5. **Compliance**

- a. Each Party shall at all times conduct its efforts under this MoU in strict accordance with all applicable local laws and regulations and with the highest professional standards. The Parties shall make no representations, warranties, or guarantees with that it knows to be false or misleading or that are inconsistent.
- b. **Compliance with Anti-Bribery Laws:** Each Party represents and warrants that it has not and will not directly or indirectly pay, offer, give or promise to pay or authorize the payment of, any monies or other things of value to an officer or employee of a government or any department, agency, or instrumentality thereof; an officer or employee of a public international organization, any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality or public international organization, any political party or official thereof; any candidate for political office, or any other person, individual or entity at the



suggestion, request or direction or for the benefit of any of the above-described persons and entities, or engage in acts or transactions otherwise in violation of any applicable anti-bribery legislation. Each Party hereby acknowledges and agrees that any breach of this guideline shall be grounds for immediate termination of the MoU. In such case, CIF/ Cummins Group Company shall have no further obligation whatsoever herein. CCEW and Scitech Park shall protect, indemnify, keep indemnified and hold harmless CIF and their respective affiliates from any claim, damages, liability, costs, demands, litigation, fees and expenses incurred/initiated/raised by CIF and/or Cummins Group Company/ies or their respective affiliates as a result of breach.

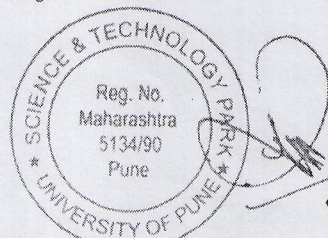
6. Confidential Information

a. Each Party (for purposes of this Section, the "Recipient"), agrees to hold in confidence and keep confidential the Confidential Information disclosed by the other Party (the "Disclosing Party"). The Recipient agrees to keep and preserve in strict confidence all technical, financial or other confidential and proprietary information and know how (collectively referred to herein as "Data") of Disclosing Party which Recipient becomes aware under this MoU. Recipient agrees that it will not directly or indirectly disclose the Data to others or use any such Data for itself or on behalf of others without the prior written approval of the Disclosing Party. The Recipient agrees that the Confidential Information and all documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of the Recipient shall remain the exclusive property of the Disclosing Party at all times. Upon the expiry/termination of this MoU or upon request by the Disclosing Party, any writing, drawing, electronic or other medium embodying the Data will be immediately returned to the Disclosing Party or, at Disclosing Party's request, such material shall be destroyed by the Recipient and the Recipient shall provide an inventory and a certificate of destruction. Dissemination of the Data will be limited to Recipient's employees who need the Data to perform the Purpose stipulated in this MoU, and who either (i) agree in writing to the terms of this MoU or (ii) are bound under a written obligation of confidentiality to the Recipient. Further, Recipient agrees to keep confidential the facts of this MoU and of its performance hereunder. These obligations of confidence do not apply to:

- Information which, prior to disclosure, was directly in the public domain;
- Information which a third party already has in its possession and which was not acquired, directly or indirectly, from any party under a continuing obligation of confidence;
- Information, which Recipient receives from a third party, who did not acquire it, directly or indirectly, under a continuing obligation of confidence;
- Information which Disclosing Party's designated representative has expressly agreed in writing Recipient may use or disclose.



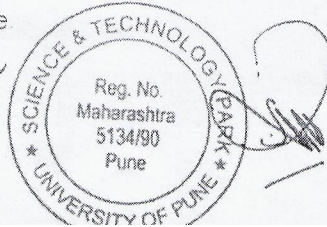
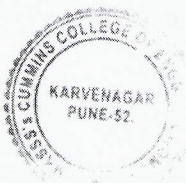
mm
Remnant



- b. Non-Disclosure of MoU : Except as may be required by law or applicable securities regulatory authorities, neither Party will make public the existence of this MoU or the negotiations leading to or pursuant to this MoU without the written consent of the other Party, as provided by the publicity provisions of this clause.

7. **Miscellaneous**

- a. All transactions between the Parties signing this MoU are performed on 'Principal to Principal' basis. The Parties shall not misrepresent its status or authority, and shall be solely responsible for its business, risk, compliances and expenses, if any and for all compensation to and the conduct of its employees. It is clarified that this MoU does not form any joint venture
- b. Employees and/ or other personnel of CCEW and Scitech Park shall in no sense be considered employees or agents of CIF or Cummins Group Company/ies nor shall they be entitled to or be eligible, by reason of any relationship hereby created, to participate in any benefits or privileges given or extended by CIF or Cummins Group Company/ies to its employees. CCEW and Scitech Park acknowledges that its employees/ personnel shall have no authority to act on behalf of the CIF or Cummins Group Company/ies and shall have no authority to bind the CIF or Cummins Group Company/ies in any contractual relationship unless authorized in writing in advance by Vice President – Legal and Company Secretary of Cummins.
- c. It is expressly agreed and understood that, to the fullest extent permitted by law, CCEW and Scitech Park shall indemnify, protect, defend, and hold harmless CIF and Cummins Group Company/ies, its trustees, directors, officers, agents, employees on demand without demur from any and all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims judgments or any demands whatsoever, including prejudgment interest, attorney's fees, expert witness fees and all other expert and professional fees and expenses ["Claims(s)"], based on or resulting from any personal injury, including, but not by way of limitation, bodily injury, emotional injury, sickness or disease, or death to any person, which injury, sickness, death or damage results from, arises out of or is in any way connected with the performance of this MoU. In case of any work performed or completed by CCEW and Scitech Park representatives or third party appointed by CCEW and Scitech Park, CIF shall not held responsible for maintenance or damage of any such work
- d. No Party shall use name/ logo, brand name or any other proprietary information of other Party/ies in any advertising, press release, or publicity of this MoU and/or activities undertaken under this MoU without prior written consent of the respective Party/ies
- e. Each Party reserves right to terminate the MoU by giving prior written notice to remaining two parties at least sixty (60) days in advance.



- f. Except as otherwise provided in this MoU, all notices hereunder shall be given in writing and shall be deemed to have been given when delivered personally or sent by certified or registered mail, postage prepaid, to the parties at their respective addresses set forth below, or to such other address as either party shall have furnished in writing to the other:

If to CCEW:

ATTN: Prof. Dr. Madhuri Khambete
Cummins College of Engineering for Women
Karve Nagar, Pune 411052

If to CIF:

ATTN
Cummins India Foundation
Cummins India Office Campus
Tower A, 5th Floor
Survey No. 21, Balewadi,
Pune – 411 045, Maharashtra, India

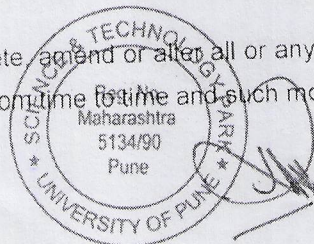
If to Scitech Park:

ATTN: Dr. Rajendra Jagdale
Science & Technology Park, Pune
University of Pune, Ganeshkhind Road, Pune 410007

- g. All disputes arising from or under this MoU shall be amicably settled between the parties signing the MoU, failing which the same will be subject to Arbitration to be carried out in Pune in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Arbitration proceedings will be in the English language.
- h. This MoU shall be governed by and construed in accordance with the laws of India and the courts at Pune (Maharashtra) shall have exclusive jurisdiction to try any dispute arising out of this MoU.
- i. Should any portion of this MoU be contrary to, or in violation and of no effect, the remainder of this MoU shall be valid and remain in force notwithstanding the invalidity of such portion.
- j. Any ambiguous language in this MoU shall be interpreted as to its fair meaning, and not strictly for or against either Party. Matters not provided for in this MoU shall be mutually decided by the Parties, decision so agreed upon shall be final and binding on the Parties.
- k. The Parties to this MoU may, add, delete, amend or alter all or any of the terms and conditions of this MoU as mutually agreed upon from time to time and such modification and changes shall



[Handwritten signatures and initials]


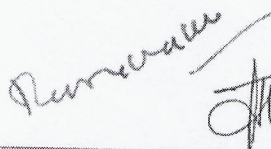



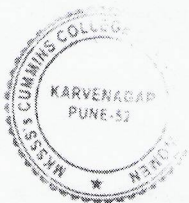
not be effective until the same are in writing and duly signed by the authorized representatives of the Parties.

- l. No waiver, delay or failure by either Party in enforcing any of the provision/s of this MoU shall prejudice or restrict the rights of such Party under this MoU nor shall waiver by either Party of any breach operate as a waiver of any subsequent breach. The rights, powers and remedies provided to each Party in this MoU are in addition to, and do not exclude or limit, any right, power or remedy provided by law.

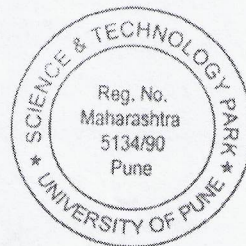
- m. This MoU supersedes all previous agreements, understandings and arrangements between the Parties, whether oral or written, and constitutes the entire MoU between the Parties concerning the Purpose and may not be modified, amended, altered or supplemented except by an agreement in writing signed by the duly authorized representatives of the Parties.

The Parties have caused this MoU to be signed by their duly authorized representatives as below:

For Cummins College of Engineering for Women	For Cummins India Foundation	For Science and Technology Park
		
Prof. Dr Madhuri Khambete Title: Director Date: Place: Pune	K. Venkata Ramana Title: <i>Trustee</i> Date: Place: Pune	Dr Rajendra Jagdale Title: Director General & CEO Date: Place: Pune



Handwritten signature



Annexure 'A'

PURPOSE AND SCOPE OF WORK OF THE MoU IN DETAIL

Scitech Park has been awarded the Nidhi-Prayas Center by Department of Science and Technology, Government of India. Under this program, the innovators will get a grant of up to Rs. 10 lacs (Rupees Ten Lacs only) to be able to make a prototype of their product idea.

The Department of Science and Technology (DST) intends to support around 500 innovators through the Nidhi-Prayas Center. This support shall allow the innovators to try their ideas without fear of failure, hence allowing them to reach a stage where they have a ready product and are willing to approach incubators for commercialization. Hence, NIDHI-PRAYAS can be considered a pre-incubation initiative and a source of pipeline for incubators.

Within the Nidhi Prayas Center, 'PrayasShala'- a workshop to realize the product idea into a prototype will be established in CCEW. It will have all the necessary machines and equipment to manufacture, experiment and finalize the prototype of the innovative idea.

Prayas Shala is a place for the innovators (Prayasees) to experiment and try different options to come out with a workable prototype. The Nidhi Prayas Center will facilitate the Prayasee's to realize their dream by providing appropriate technology, manufacturing processes and an expert Board of Mentors from the relevant field. There is a provision for permanent and on call facilitators required by the Prayasee's. The Prayas Shala will involve state of art prototyping facilities in the Mechanical and Electronics domain. The equipment will be procured, installed and maintained by Scitech Park at the said 'Prayas Shala'. The Prayas Shala will have the required operating technical staff under the Prayas Shala Coordinator.

Prayas Shala operating details:

1	The Prayas Shala would be managed by Science & Technology Park Pune
2	The collection, scrutiny of the projects and allocation of the grants will be managed by STP as per the relevant guidelines of the Nidhi Prayas program
3	The Prayas Shala would be a common facility
4	The first batch of Prayasees would be expected to start coming in from October 2017
5	The Prayas Shala will be operational in office hours initially and the duration may be increased as per requirement
6	Workshop technicians would be appointed by STP and available daily as per requirement
7	The Computer Aided Design engineers would be brought on board by STP
8	No separate space for each of the Prayasee will be allocated
9	Locker facility would be provided to keep project related stuff
10	The facility that is not available at Prayas Shala would have to be outsourced with the knowledge of Prayas Shala Coordinator



Handwritten signatures and initials in blue ink.

Handwritten signature in blue ink.

