



Rexroth
Bosch Group

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on this 25th day of August, 2013. ("Effective Date")

By and Between

Bosch Rexroth India Limited, a company incorporated under the Companies Act, 1956, having its registered office Near Village Iyava, Sanand – Viramgam Highway, Taluka Sanand, Ahmedabad 382 170, Gujarat, (hereinafter referred to as "BRIN" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include, its successors-in-interest and permitted assigns) of the One Part;

AND

University of Petroleum and Energy Studies, having its address at "Energy Acres" Village – Bidholi, Premnagar, Dehradun Uttarakhand, 248007 represented by its authorized signatory Dr Parag Diwan, the Vice Chancellor, (hereinafter called the "University" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its representatives and permitted assigns) of the OTHER PART.

(Hereinafter BRIN and the Institute shall be referred to individually as "Party" and collectively as "Parties".)

WHEREAS:

- A. BRIN, as a part of its corporate social responsibility, is desirous of assisting and partnering with educational institutes (either by approaching technical institutes by itself and or at the request of a technical institute) for sharing costs in establishing a "Centre of Excellence for Training and Research in Automation Technologies" (hereinafter referred to as the "Centre(s)") in order to promote active industry- educational institutions' partnership in knowledge transfer and development in the field of Automation Technologies for both students and teachers;
- B. The activities to be undertaken by BRIN in pursuance to the above understanding shall, however, be limited to the assistance and be established as per the phases enumerated under such Annexure A and or any other additional assistance which are not covered under Annexure A but may be agreed between BRIN and the University.



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- C. The University has represented that it has the necessary infrastructure in place on its campus "Energy Acres", Bidholi, Premnagar, Dehradun (hereinafter referred to as "Location") to facilitate the setting up of the Centre by BRIN. Such infrastructure includes but is not limited to availability of space for setting up of the Centre, uninterrupted supply of electricity, proper lighting among other things essential for the purpose.
- D. Based on the representations made by the University, BRIN has decided to assist the University to establish the Centre at its Location in the name of "Centre of Excellence for Training and Research in Automation Technologies" supported by Bosch Rexroth, subject to the below terms and conditions

NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. This MOU shall come into effect on the Effective Date and shall remain operative for a period of three (3) years and shall, thereafter, unless renewed by BRIN, shall automatically expire. In case of early termination or termination by efflux of time, the Centre will continue to operate under the aegis of the University without there being mention of Bosch Rexroth anywhere. The main goal of the Centre would be to (a) improve the technical competence, employability and entrepreneurship of Under Graduate and Post Graduate students who train at the Centre and (b) encourage students to pursue post graduation and doctoral and Research programs.
2. The Centre will focus on active industry - University partnership in knowledge and competence development with projects, internships, symposiums and expert interaction.
3. Centre will support technology development, application research and will undertake the research programs from the industries and sponsored programs from programs supported by government and other agencies.
4. University will enable a start of a PG program in the field of Automation technologies once the Centre attains the technological competence level certified by BRIN.
5. In the course of establishment of the Centre, BRIN undertakes to provide and install equipments required at the Centre which in the opinion of BRIN are essential for purposes of study, experiments or observation at the Centre. The warranty terms for such equipments installed shall be strictly according to the standard warranty terms and conditions accompanying each such equipment.



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6. The costs (installation and equipment) related to setting up of the Centre, which is to be shared between the Parties, shall be as enumerated under Annexure B to this MOU.
7. BRIN shall provide necessary software and licenses for use of the same to the University for the functioning of the equipments installed at the Centre. The University shall not sub-license the same to any third party without the prior written permission of BRIN.
8. University shall render all co-operation in terms of provision of the required infrastructure viz. space, access to the campus, designated persons of contact for BRIN, security for the equipments used to establish the Centre and any other necessary provisions to help facilitate BRIN's functions with regard to the purpose of this MOU.
9. Additionally, BRIN shall also develop a training module in collaboration with designated faculty members of the University for the students who shall train at the Centre. The University may recommend such members of the teaching profession who in its academic opinion can contribute in good measure to the training module.
10. The training model for the faculty, preliminary assistance in training of students and period for such training shall be undertaken as per the methodology enumerated under Annexure C.
11. In order to maintain high standards for quality training, the training to be imparted through the Centre shall only be conducted by trainers are certified by BRIN (the "Certified Trainers") and University shall only engage Certified Trainers to conduct such courses at the Centre.
12. The role of BRIN is limited to the setting up of the Centre and training the faculty for training the Institute's students. University shall also be solely responsible for all present and future costs relating to the infrastructure of the Centre including, but without limitation, the furniture, training system, library and eLearning facilities, certification of students, operating expenses on the day to day operation and maintenance of the Centre.
13. In order to ensure that the Centre in functioning in the manner expected by BRIN for which it had assisted such University, it shall conduct yearly audits into the functioning of the Centre at the University's campus, under its care and guidance, to assess the question of continued association of BRIN with the University through the Centre.



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14. The University acknowledges that in connection with this MOU, it may be provided with or have access to written/oral information/ data and/ or other confidential information which is proprietary and/or confidential to BRIN and which is also market proprietary or could be reasonably assumed to be proprietary or confidential due to the nature of the information disclosed. Confidential information/material ("Confidential Information") shall mean, any information disclosed by BRIN to the Institute either directly, indirectly, in writing, orally, technical specifications, documentation, discs or code. Confidential information shall also include, without limitation, any materials, trade secrets, know-how, proprietary information and all other non-public information, material or data relating to operations of BRIN. For the duration of this MOU and thereafter, the University shall maintain strict confidentiality and secrecy regarding any Confidential Information passed on to it regarding BRIN and it shall not disclose any such information to any person, association, or any other entity, for any reason or purpose whatsoever, unless it has been expressly authorized by BRIN to do so, or, such information has already become common knowledge.
15. Any intellectual property disclosed to the University including but not limited to course contents, know how, teach-ware, courseware, technology, logos, trademarks, copy rights and any other intellectual property right shall at all times vest with BRIN and the University shall have the limited right to use the same only for the purpose enumerated under this Agreement and in prior consultation with BRIN and further not share the same to any third party without the prior written permission of BRIN. Third party for the purpose of this MOU does not include the students getting trained at the Centre and the Faculty but includes every other party not being a part of being covered under this MOU.
16. Any and all intellectual property rights related to any work created by BRIN shall remain the sole property of BRIN. Ownership of all intellectual property rights arising out of or created in the course of collaboration between BRIN and the University would form part of a separate agreement as mutually agreed, between the parties.
17. Subject to below condition, the courts at Delhi will have exclusive jurisdiction for any dispute under this MOU.



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18. Except for seeking interim injunction in the Court of competent jurisdiction, all disputes, differences or question arising out of or under or connected with this Agreement which cannot be amicably resolved through negotiations between the Parties within 10 days of being so notified by a Party or if such negotiations do not start within 10 days of such notification, shall be finally settled by the sole Arbitrator appointed by the Parties in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and/or any statutory modification or re-enactment thereof. The Arbitration shall be conducted in English language in accordance with the provisions of the said Act. The venue of arbitration shall be New Delhi. The expenses of the Arbitration proceedings shall be borne by each party in equal proportion or as per the decision of the Arbitrator.

19. It is clarified that this MOU is on a non-exclusive basis and that both Parties are at liberty to enter into similar arrangements with any other party for similar purposes without notifying the same to the other Party.
While the Parties agree to use their best efforts and good faith to develop the Centre for the objectives intended to, including executing any additional agreements or understandings that may be necessary or appropriate for the desired framework of cooperation and long-term relationship contemplated herein; it is specifically understood and agreed between that the Parties this MOU shall not under any circumstances imply a joint venture/partnership of corporate nature between the Parties and that the Parties shall retain their separate identities and that neither shall be the agent, principal, employee, employer, partner, or representative of the other.

20. Either Party may terminate this Agreement immediately by written notice to the other Party if the other Party commits a material breach of the terms and conditions of this Agreement which (in the case of a breach capable of a remedy) it does not remedy within thirty (30) calendar days of receiving written notice of the breach.

Notwithstanding anything contained above, such termination shall not affect a Party's rights arising out of a breach of this MOU by the other Party.

21. This MOU is binding on both the Parties.

22. The terms and conditions of this MOU shall not be disclosed to any third parties without the prior written consent of both Parties except when the information is disclosed a provision of law.

23. This MOU shall be executed in two counterparts, each of which shall be deemed as original but all of this together shall constitute one and the same instrument.



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24. NON-SOLICITATION OF EMPLOYEES

The Parties agree that during the term of this Agreement and for a period of two years thereafter the Parties will not directly or indirectly solicit, recruit or induce the employees of each other.

25. PUBLICITY

Each Party agrees not to use the trademarks, trade names, services marks or other proprietary marks of the other Party to this MOU in any advertising, press releases, publicity matters, or other promotional materials without prior written approval of the other Party. In addition each Party agrees not to initiate or distribute any press releases, publicity matters or other promotional materials related to or referencing the subject matter of this MOU without prior written approval of the other Party.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed in duplicate, at UPES Dehradun on 25th day of August and year 2013, first above written:

Bosch Rexroth India Limited		University of Petroleum and Energy Studies.	
Signature 1		Signature 1	
Name	Dr. Johannes G. SANAND	Name	Dr Parag Diwan
Désignation	Managing Director	Désignation	Vice Chancellor
Place	Dehradun	Place	Dehradun
Date	25-08-2013	Date	25-08-2013
Signature 2		Signature 2	
Name	Mr. Rajkumar Iyengar	Name	Dr Kamal Bansal
Désignation	Vice President	Désignation	Director, College of Engineering Studies
Place	Dehradun	Place	Dehradun
Date	25-08-2013	Date	25-08-2013