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**Indian-Non Judicial Stamp  
Haryana Government**



Date : 06/01/2023

Certificate No. G0F2023A2683



Stamp Duty Paid : ₹ 101

(Rs. Only)

GRN No. 98044270



Penalty : ₹ 0

(Rs. Zero Only)

**Deponent**

Name : Mitsubishi Electric India pvt ltd

H.No/Floor : Na

Sector/Ward : Na

Landmark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 98\*\*\*\*\*62



Purpose : ALL to be submitted at Concerned office

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**AGREEMENT**

THIS AGREEMENT is made on \_\_\_\_\_, between

**Mitsubishi Electric India Private Limited**, a Company incorporated under companies act, 1956, having its Head Office at Global Gateway Tower A, 3rd Floor, MG Road, Near Guru Dronacharya Metro Station Gurgaon, Haryana, 122002 and Registered Office at B1/G3, 4<sup>th</sup> Floor, Mohan Cooperative Industrial Area, Mathura Road, New Delhi-110044.(hereinafter referred to as **MEI** which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include its successors and assigns) of the one part.

AND

**Shri Sant Gajanan Maharaj College Of Engineering**, Shegaon (**SSGMCE**), SBI Colony, Shegaon, Maharashtra 444203 hereinafter referred to as **SSGMCE** (which expression unless repugnant to the context shall mean and include its successors and assigns) of the OTHER PART;

**MEI and SSGMCE** shall be referred to therein either individually as a party or collectively as parties.

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PRINCIPAL  
Shri Sant Gajanan Maharaj  
College of Engineering, Shegaon.

WHEREAS **MEI** has decided to initiate collaboration with educational institutes to spread awareness about automation amongst young Indian engineers and contribute to Indian market through its products and technologies.

WHEREAS it is agreed between the parties that **MEI** will support **SSGMCE** from time to time, in buying Mitsubishi FA Training equipment's and provide demonstration, Learning & training in accordance with the terms & condition stated in this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **MEI** shall support **SSGMCE** in buying Mitsubishi Electric FA hardware or training set up on subsidized value, to support skill development of students under **MEI** education support activities. The parties agrees to make a separate agreement in case **SSGMCE** approach **MEI** for purchase of Mitsubishi Electric FA equipment.
2. **MEI** shall arrange the technical training as per Annexure I, either in **MEI** Training center or college premises based on mutual consent, without any cost.
3. **SSGMCE** shall arrange the transportation & accommodation for **MEI** trainer whenever visit to **SSGMCE** premises for said activities.
4. **SSGMCE** shall provide the necessary infrastructure to conduct technical training at its premises.
5. **MEI** will provide necessary training on programming software for simulation / programming of training equipment. It is agreed that the software will be strictly used only for student training, learning / demonstration within the premises of the **SSGMCE**. The institute is not allowed to make copy or circulate software or any training material provided by **MEI** during the session without written consent from **MEI**.

#### 6. Confidentiality

6.1 Any and all provisions of this AGREEMENT shall be treated by both parties as confidential and will be disclosed to students, **SSGMCE** designated staff and representatives of either party only on "need to know" basis and to the extent necessary for the performance of this AGREEMENT. **SSGMCE** shall not disclose any of the provisions of this AGREEMENT to any third party without the prior written consent of **MEI**.

**SSGMCE** further acknowledges and agrees that all technical information, content, report and training manual and copies thereof provided to **SSGMCE** as a part of the training programme are considered Confidential information and shall remain

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the property of MEI and that any dissemination of such confidential information to any third party is prohibited except to the students or staff of SSGMCE who reasonably need to know such information for the purpose of performing their job duties.

6.2 **SSGMCE** shall ensure to maintain the confidentiality of all business and technical information furnished by MEI under this AGREEMENT (hereinafter referred to as "Confidential Information"). **SSGMCE** shall not, without the prior written consent of, in any manner whatsoever disclose or communicate to any third party any Confidential Information, and MEI shall exert its reasonable efforts to prevent the unauthorized disclosure, communication, or use of such Confidential Information.

6.3 In the event that the disclosure of Confidential Information is required by court order, **SSGMCE** shall promptly notify MEI of such court order in which disclosure is sought. In the event that it is unable to obtain a protective order, then **SSGMCE** shall disclose such portion of Confidential Information that is legally required to disclose, provided, however, that it shall use its best efforts to ensure that such Confidential Information will be treated as confidential.

6.4 **SSGMCE** shall use Confidential Information only for the purpose of this AGREEMENT. Upon the expiration of Term or termination of this AGREEMENT, or upon MEI request, whichever is sooner, **SSGMCE** shall immediately cease all use of Confidential Information and shall, within two (2) weeks thereafter, return to MEI or destroy all Confidential Information in its possession subject to MEI instruction.

7. All the training kits/hardware purchased by SSGMCE shall be placed at the SSGMCE premises and SSGMCE shall solely be responsible for the safety of these equipment. MEI shall not be responsible for any damage caused to these equipment due to any reason whatsoever except covered under warranty terms of product.
8. **SSGMCE** will designate staff to operate the equipment for training and demonstration purposes.
9. **SSGMCE** will be responsible for the proper and safe operation of the equipment. MEI shall not be held liable if the equipment was mishandled by SSGMCE or its employees or students.

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10. The operation, maintenance and upkeep of the equipment in good condition will be the responsibility of **SSGMCE**. MEI's scope under this agreement is limited only to provide training or demonstration on Mitsubishi FA equipments to the students. Any equipment failures/ repairs/spare parts shall be set right or replaced by MEI's servicing department in accordance with MEI's Standard Warranty Policy. However, MEI's liability towards FA products, if purchased by SSGMCE, is restricted to the warranty of products and if during servicing it appears that such failure/damage occurred directly on account of wrong usage/ mishandling by any student/ faculty member of SSGMCE, all cost shall be borne by SSGMCE. MEI shall report with reasons along with estimated cost to SSGMCE for further necessary instructions. The necessary parts/Equipments shall be provided by MEI only against payment of estimated cost from SSGMCE.
11. **SSGMCE** acknowledges that this Agreement does not grant any right or title of ownership to SSGMCE in MEI's intellectual property unless specifically provided in this Agreement.
12. **SSGMCE** shall not use MEI's or its affiliates' or Group Companies' Corporate name, trade-marks, emblems, specification, designs, models or logo without MEI's prior written consent. All or any intellectual property rights in the Software, products, design and/or training material shall at all times remain the property of Mitsubishi Electric Group Companies and SSGMCE shall have no claims on the same under any circumstances whatsoever. Logos of MEI will be included on all programs / catalogues, acknowledging MEI's support on training, by subject to that SSGMCE shall before imprinting the Logo of MEI on any handouts / catalogues take prior approval, to comply with MEI corporate logo guidelines.
13. This agreement is valid for a period of Three (3) years from 1<sup>st</sup> Apr 2023 to 31<sup>st</sup> Mar 2026 and after the expiry of the term, the agreement may be renewed further subject to sole discretion of MEI.
14. However, upon breach of any of the terms and conditions by the 4SSGMCE or misuse of any confidential information / MEI logo with any external party or any other, MEI may terminate this MOU with immediate effect by giving notice without giving any reasons. However upon expiry or earlier termination of MOU, clause 6 of this agreement shall continue to survive for a period of three years from the date of termination and SSGMCE shall comply with the same.
15. This MOU shall be governed by the Laws of India and shall be subject to the exclusive jurisdiction of the courts at Delhi . All disputes, controversies or differences arising out of or relating to or in connection with this Agreement, or the breach thereof, shall be finally settled by arbitration in accordance with Arbitration and Conciliation Act, 1996 further amended by Arbitration and Conciliation (Amendment) Act, 2015 and the rules

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made thereunder. The award shall be final and binding upon both the parties and the language of the arbitration shall be in English.

**16. FORCE MAJEURE:**

Neither **SSGMCE** nor **MEI** shall be liable for any damage or loss suffered by the other on account of the happening of any event which the said parties are unable to avoid and over which they have no control and which prevents the said parties from executing their contractual obligations, such events being, but not limited to war, civil commotions, strikes, natural catastrophes, embargo, Acts of God, etc.

**17. Conflict of Interest**

**SSGMCE** has not any relationship with any employee of Company or their family members or friend and not aware of any conflict of interest between its duties to the Company or between the **SSGMCE** and Company Interest. In the event that any conflict arises or in the event of any material change in the information, **SSGMCE** will notify in writing to the Company of such circumstances and discuss with the Company in the manner in which it proposes to address the same.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and the year first above written.

For  
Mitsubishi Electric India Pvt. Ltd.

Mr. Kazuhiko Tamura  
Managing Director



For  
Shri Sant Gajanan Maharaj College Of Engineering

Shri Sant Gajanan  
Principal  
Shri Sant Gajanan Maharaj  
College of Engineering, Shegaon.

WITNESSES:

MEI Side

1. Himanshi

SSGMCE Side

1. Dr. J. R. Paraskar

