

Memorandum of Understanding

cum

Cooperation Agreement (“Agreement”)

between

Siemens Ltd.,

with its registered office at

Birla Aurora, Level 21, Plot No. 1080, Dr. Annie Besant
Road, Worli, Mumbai – 400030

- hereinafter referred to as “Siemens”

And

**Vidyavardhini’s College of Engineering and Tech-
nology**

K.T. Marg, Vasai Road (W), Dist-Palghar, Vasai-Virar,
Maharashtra 401202

- and Siemens and Vidyavardhini’s College of Engineer-
ing and Technology

Herein after referred to individually
as “Party” or collectively as “Parties” -

Date – 04-11-2019

Preamble

WHEREAS Siemens is a leading engineering company in the fields of electrification, automation and digitalisation and supplies to industry.

WHEREAS Vidyavardhini's College of Engineering and Technology is a prominent engineering college in Vasal and wishes to train its and other Institute students on Automation and Drive kit to make their students proficient in Automation course and its technology.

WHEREAS Vidyavardhini's College of Engineering and Technology has approached Siemens for support in getting its other institute students trained on the Automation technology. **WHEREAS**, Siemens has agreed to provide on a non-exclusive basis the training support at reasonable charge on the basis of the representations and undertakings provided by Vidyavardhini's College of Engineering and Technology.

NOW THEREFORE, the Parties heroby agree as follows:

Article 1 – Annexes and Order of Precedence

The following annexes to this Agreement shall form an integral part of this Agreement.

- (a) Annexure 1: Special Terms and Conditions
- (b) Annexure 2: Terms and conditions for Domestic Business (attached as SST 1 Service_rev_GST_rev_GST.pdf)

In the event of conflicts between the provisions of the Annexes and those in the body of this Agreement, the provisions in the body of the Agreement shall take precedence over those in the Annexes, with Annex 1 taking precedence over Annex 2 unless some other meaning or intent is apparent from the context.

Article 2 - Legally binding provisions and Governing Law

All provisions of this Agreement are intended by the Parties to be legally enforceable by the Parties. The Parties by executing this Agreement legally bind themselves to every provision. This Agreement shall be governed by, and all disputes in connection with it shall be resolved in accordance with the substantive law of India.

Article 3 - Dispute Resolution

All disputes arising in connection with this Agreement including any question regarding the termination or any subsequent amendment of this Agreement, shall be finally settled in accordance with the Arbitration and Conciliation Act, 1996 and any modifications thereto and re-enactments thereof from time to time by a sole arbitrator who shall be mutually appointed. In case of a disagreement between the parties in this regard, Parties shall approach the appropriate court for appointment of an arbitrator. The seat of arbitration shall be Mumbai, India. The language to be used in the arbitration proceeding shall be English. Any order for the production or disclosure of documents shall be limited to the documents on which each Party specifically relies in its submission(s). Each Party submits to the jurisdiction of courts of Mumbai for the purposes only of compelling compliance with the above arbitration provisions and for enforcement of any arbitration award made in accordance with the above provisions.

Article 4 - Miscellaneous

4.1 No modification to this Agreement will be binding, unless made in writing. Any waiver of this requirement for the written form shall likewise be in writing. Written form or in writing shall mean that the respective notification, statement, agreement, decision, resolution is signed by one or more representative(s) of the Party.

- 4.2 If a provision of this Agreement is not legally effective, this shall not affect the efficacy of the remaining provisions of this Agreement. In such a case the Parties shall endeavour to agree upon a legally effective provision which in terms of its economic effect comes closest to the original provision.
- 4.3 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 4.4 No delay or omission by Siemens in exercising any right, power or remedy provided by law or under this Agreement shall affect, impair or operate as a waiver of such right, power or remedy of Siemens
- 4.5 All correspondence, notices and other communications shall be sent by mail, courier, in person, or e-mail at the respective addresses set forth in the introductory portion of this Agreement or at such other addresses as the respective Parties shall designate by notice given in accordance herewith.
- 4.6 The language of this Agreement shall be English. Correspondence, technical and commercial documents as well as any other information exchanged between the Parties relating to this Agreement shall be in English.

IN WITNESS WHEREOF, both the Parties have caused this Agreement to be signed by their respective duly authorised officers identified below on the day, month and year hereinafter written.

Siemens Ltd

Vidyavardhini's College of Engineering and Technology

Executed by the duly authorized person

Name: Mr. Santosh Gaikwad

Name: *Dr. H.V. Vankar*

Gaikwad
Santosh

Digitally signed by Gaikwad Santosh
DN: cn=Gaikwad Santosh, o=Siemens,
email=santosh.gaikwad@siemens.com
Date: 2019.11.14 12:56:18 +05'30'

Signature _____

Signature: *[Handwritten Signature]*

**PRINCIPAL
VIDYAVARDHINI'S COLLEGE
OF
ENGINEERING & TECHNOLOGY
VASAI ROAD 401 202.**



Designation: Manager – Customer Services

Designation:

Date: 13.11.2019

Date: *18/11/2019*

Place: Navi Mumbai

Place: *Vasai*

Annexure 1: Special terms and conditions

This Annex 1 shall comprise following articles :

1. Scope of supply and Price Schedule
2. Terms and conditions for MOU
3. Commercial Terms and Conditions

Article 1: Scope of supply and Price Schedule

1. The purpose of the MOU between Siemens Ltd and Vidyavardhini's College of Engineering and Technology is to offer Siemens-SITRAIN Certificates to the student participants who would undergo training at Vidyavardhini's College of Engineering.
2. This training will take place at Vidyavardhini's College of Engineering, with the college staff (certified by SITRAIN) conducting the training.
3. General frame of the MOU will be valid & applicable for 3 years from the date of signing MOU by both the organizations, but pricing of the Certificates will change on yearly basis.
4. MOU can be terminated with mutual consent (issuing prior notice of 1 month), by both sides, before termination.
5. Siemens shall need 15 days' notice in advance for preparation of certificates.
6. The College will ensure that participating students register themselves on the Siemens Portal on the link provided by Siemens.
7. The payment for the batch or batches will be made by the college with 100% advance immediately with registration of students on Siemens-SITRAIN link.
8. After receiving payment, Siemens shall issue the certificates (Soft Copy) within a week.
9. The payment will be made by DD in favor of Siemens Ltd payable in Mumbai. Payment can also be made online (NEFT etc.)

NEFT Details:-

Account Name – Siemens Ltd
Name of Bank – Deutsche Bank
Account Number – 0000786000
IFSC Code – DEUT0784BBY

Procedure: The below procedure will be followed for Siemens Certification.

1. The College will share the list of students with their Names, E-mail IDs and Phone numbers 10 days prior to the training.
2. After sharing the details, all the students need to be registered in Siemens registration link given from Siemens Ltd.
3. Certificates will be provided to the students who register before the start of training subject to:
 - a. Pretest and post-test marks are shared with Siemens
 - b. Attendance sheet is sheet of participants is shared with Siemens Ltd
 - c. Participant obtains 50% marks in post-test with 100% attendance.
4. The responsibility of maintaining the quality of training, kits and delivery methodology and contents is exclusive responsibility is with college.
5. Siemens Ltd will not be responsible for the quality of training as it is done by college faculty members who have undergone Train The Trainer program by Siemens Ltd. (SITRAIN)

6. The Web based training links will be shared with the students after their registration on the online link, if registration done for SN 2 item in Article 2.
7. Certificates will be provided after college shares the evaluation list of students participated in the training.

Article 2: Price Schedule

SIEMENS - SITRAIN CERTIFICATES For Vidyavardhini College of Engineering and Technology.			
SN	Course title	Price per Certificate (Rs.)	Remark
1	Siemens Certificate for Basic Automation / Drives	1800	This price includes: <ul style="list-style-type: none"> • Training by college • Registration of Students on Siemens Portal • Test for evaluation by College • Certification by Siemens
2	Siemens Certificate for Basic Automation / Drives	3000	This price includes: <ul style="list-style-type: none"> • Training by college • Registration of Students on Siemens Portal • Test for evaluation by College • Free Web based links by Siemens for participants to learn basics. • Visit by Siemens expert twice in a year for hand holding and sharing Industrial experience with participants. • Certification by Siemens

Article 3: Special Terms & Conditions:

1. **The concept of the SITRAIN TRAINING** package mentioned in this offer is strictly & exclusively to the end customer being educational/training institute only. The price quoted is for **Certificates**.
2. **Pricing & Validity:** Prices in this offer is valid for all the orders received on or before 30th November 2020 and the trainings completing on or before 31st December 2020. There will be a price change beyond 31st December 2020
3. **Terms of Payment for TRAINING Certificates and Other CHARGES shall be subject to below:**
 - a. **100% advance payment including taxes & duties.**
4. **The DD** for the payment should be in the name of SIEMENS LTD. & payable at Mumbai, Delhi, Chennai or Kolkata. Electronic payment option (NEFT etc.) is also acceptable to us.

5. All other terms & condition shall be in line with Annexure 2 "General Conditions for Service Business of Siemens Ltd. India"
6. The above price quoted is exclusive of GST and other any duties. The same shall be Charged extra at the rates prevailing at the time of billing if become applicable.

Siemens Ltd

Vidyavardhini's College of Engineering and Technology

Gaikwad
Santosh

Digitally signed by Gaikwad Santosh
DN: cn=Gaikwad Santosh, o=Siemens,
email=santosh.gaikwad@siemens.com
Date: 2019.11.14 12:57:23 +05'30'

Name: Mr. Santosh Gaikwad

Designation: Manager – Customer Services

Name:

Dr. H. V. Vaidya
PRINCIPAL
Designation: VIDYAVARDHINI'S COLLEGE

OF
ENGINEERING & TECHNOLOGY
VASAI ROAD 401 202.

Date: 13.11.2019

Date: 18/11/2019

