

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100

ONE HUNDRED RUPEES

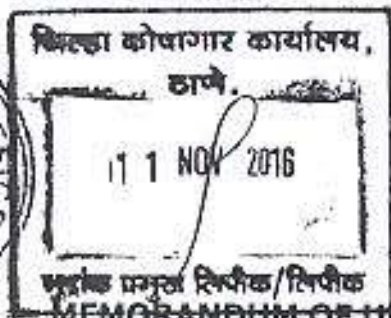
भारत INDIA

INDIAN NON JUDICIAL

महाराष्ट्र MAHARASHTRA

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भारत प्रमुख लिपीक/लिपीक
MEMORANDUM OF UNDERSTANDING (MoU)
11/11/2016

This Memorandum of Understanding is made on 16 day of January 2017

BETWEEN

Guru Gobind Singh Foundation, Nashik, India - 422 009, India (hereinafter referred to as "GGSF")

AND

Siemens Limited (SITRAIN -India), having their registered office at 130, Pandurang Budhkar Marg, Worli, Mumbai 40001, India.

GGSF and SIEMENS are individually referred as Party and jointly referred as Parties.

The Parties wish to enter into Memorandum of Understanding (MoU) for establishing GGSF - SIEMENS Joint Certification Program (hereinafter referred to as "Joint Training Program") jointly developed by Siemens along with GGSF in the campus of GGSF upon the following understanding:



जोडपत्र - १/फक्त प्रतिज्ञापत्रासाठी

मुद्रांक विक्री नोंद वही अनु क्र. 38569 दिनांक 23 NOV 2016

मुद्रांक विकत घेणा-याचे नाव.....

रहिवासी पत्ता.....

मुद्रांक विकत घेणा-याची / हस्ते सही..... Mamohar

मुद्रांक विक्रेत्याची सही व विक्रीचे ठिकाण

संतोष स्टॅम्प वेंडर, दुकान क्र. ४९, दीभात सेंटर,
सेक्टर १जे, सीबीडी बेलपुर, नवी मुंबई - ४००६१४

(श्री. संतोष डी. वाळुणसकर)
परवाना क्र. १२०१०४०

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी
मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

1. The proposed Joint Training Centre will be established by GGSF as per the concept to be designed by SIEMENS at GGSF, Nashik. It will act as the bridge to address the technological gap and focus on various technical training programs for SIEMENS network. This Joint Training Centre will also enable training to the diploma, degree students (hereinafter referred to as "**Program**").
2. SIEMENS concept is the efficient combination of hardware, teach ware and courseware which is offered by SIEMENS as industry oriented training in the field of automation technology.
3. GGSF with assistance of SIEMENS (limited only to the assistance mentioned below) will establish and maintain the premises for conducting training courses according to SIEMENS concept.
4. SIEMENS shall provide know how technology support, supply concept kits for different technologies with non-transferable limited usage licensed copies of teach ware and courseware, train the faculty as "TRAIN THE TRAINER" (TTT) in its training centre as necessary, provide training methodologies in line with SIEMENS concept, subject to terms and conditions mentioned hereafter.
5. GGSF through the premises with SIEMENS approved courses will impart training to undergraduate, post-graduate, polytechnic, vocational school students to meet industry requirements, bridging the industry academic gap and enhancing the competency levels of students for better employability. Successful students will be awarded by SIEMENS.
6. For efficient running of the premises and to cover the recurring cost, it is recommended to charge nominal fees for the course and create a business model. The fee to be charged shall be shared between SIEMENS and GGSF for their respective efforts as per the terms and conditions contained under **Annexure -1**.
Institute shall conduct training course(s) for their student and the no. of training days should not exceed 15 calendar days in a month.
7. **In relation to the implementation of the understanding concluded between the Parties above, the Responsibilities with regard to each of the Parties for implementation of the understanding as mentioned above shall be as follows:**

7.1 By GGSF:

GGSF will provide the following facilities for the without any cost attached for the infrastructure (hereinafter referred to as "Premises")

- i) To identify the training modules upgrade requirements in the premises.
- ii) Engage the teaching staffs to work in this project.
- iii) Procure the following state of the art SIEMENS equipment's from SIEMENS Limited, Mumbai for setting up the training center at GGSF, Nashik campus as per your offer **DF-CS-TR/1012.201516 Dated-26/08/2016**.
 - PLC SIMATIC S7 1200 with HMI (Set of 6 units)
 - PLC SIMATIC S7 1500 with HMI
 - TIA PORTAL Version 13
 - SINAMICS G120 for 3 AC 400V-Standard AC Drive
 - SINAMICS 6RA80 DC Drive
 - ESI Diagnosis software(SD/SIS)

To independently develop training class room of 700 Sq.ft with 20 training chairs, Table and Chair for Trainer, also all the teaching aids like OHP, Laptop, Multi Media



System etc in Phase 1.

- v) To independently develop a ventilated workshop area about 800 Sq. ft with epoxy coating for facility separately ear marked.
- vi) GGSF shall bear all the costs and expenses of the training courses including printing of books/aids, Utilities, catering, Uniforms, Stationary, Electricity (as required for equipment's), Water etc.
- vii) Insurance for the premises given to SIEMENS in institute will be taken care by GGSF.
- viii) Conduct at least 12 trainings every year from the recommended 3 training modules.
- ix) Train minimum 300 students / participants every year at "GGSF -SIEMENS Certification program" in GGSF campus, Nashik.
- x) Joint certification by SIEMENS & GGSF will be awarded only for the students of GGSF & all other educational Institutions which GGSF provided training based on the training module enumerated under Annexure III and approved by SIEMENS.
- xi) To pay SIEMENS all fees applicable for each courses as enumerated under Annexure-1.

7.2 By SIEMENS:

- i) Conduct first batch of "TRAIN THE TRAINER" course at the SIEMENS Training centre.
- ii) Refresher training or any other trainings shall be conducted by SIEMENS on chargeable basis.
- iii) To provide all the Technical training material/documents in soft copy version on all SIEMENS Training courses.
- iv) To Provide Front Board as well as wall charts of SIEMENS systems at the centre.
- v) To provide web based training modules and training animations at the centre.
- vi) To help the centre for making training documents and presentations.
- vii) To provide SIEMENS training documents on SIEMENS systems.
- viii) To provide details on commercials including the share in the training fees between
- ix) GGSF & SIEMENS. As per annexure 1

The medium of the Training Documents (support from SIEMENS) will be in English only.
All the above shall, however, be subject to GGSF fulfilling all conditions mentioned under clause 7.1.

8. Intellectual Property Rights

- 8.1 With the prior written approval of SIEMENS, GGSF shall be authorized to use the materials provided by SIEMENS during the term of this MoU. Such use is limited, however, to intimate the Training Courses to the Students and public in general who apply for the courses and subject to the guidelines and instructions of SIEMENS and not to be used for any other commercial purpose outside the scope of this MoU.

GGSF acknowledges that the right to use the materials (over which SIEMENS has copyright) herein is for use in relation to the SIEMENS - GGSF in Nashik, India only.



- 8.3 During the term of this MOU, GGSF shall, with prior written permission of SIEMENS, advertise its association with SIEMENS, for the purpose of advertising and promoting the Program and the training courses. However, it shall only be in the manner permitted or as prescribed or instructed by SIEMENS.
- 8.4 GGSF shall not, under any circumstances whatsoever, use the teaching materials, tools (provided by SIEMENS and over which SIEMENS has proprietary rights) for any other purpose other than what has been detailed under this MoU.
- 8.5 GGSF shall not, under any circumstances whatsoever modify and or alter any material and or impart any training which is in deviation of the courses designed by SIEMENS. SIEMENS shall not provide any certification in such a situation. If, however, GGSF has breached the conditions of this provision and has not informed SIEMENS and SIEMENS being unaware issues certificates, in addition to its right to recall such certificate it shall also have the right to claim against GGSF for breach and any kind of claim from a third party due to the exercise of a recall right by SIEMENS and any kind of claim from a third party due to the exercise of a recall right by SIEMENS.

9. Duration, Amendment and Termination of the MoU

- 9.1 This MoU shall be valid for a period of Two (02) years from the Effective Date. During the period of its validity, the MoU can be amended any time by mutual consent of both the parties in writing. The MoU can also be terminated by mutual consent or by either party giving the other a written notice of its desire to terminate the MoU by giving one month notice in advance without assigning any reason.
- 9.2 Promptly following the request of SIEMENS, at any time during the term of this MOU and or earlier termination, GGSF will return to SIEMENS all materials provided to GGSF in furtherance to the understanding between the Parties. Such exercise shall be undertaken by GGSF within 30 days of receipt of such notice from SIEMENS.

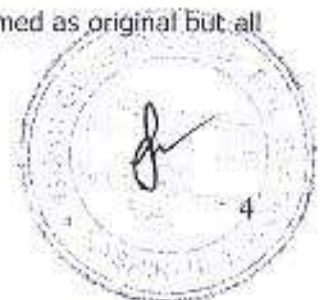
Notwithstanding anything contained above and or under any of the terms and conditions of this MoU if the Parties in good faith continue their business understanding enumerated under this MoU even after expiry or early termination of this MoU, then such relationship shall be governed by the terms and conditions of this MoU until a fresh MoU has been executed.

10. Dispute Resolution and Governing Law

- 10.1 This MOU shall be governed by the laws of India and subject to arbitration, the courts of Mumbai shall have exclusive jurisdiction for all disputes under this MoU.

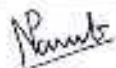
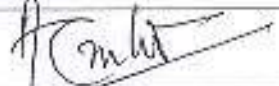
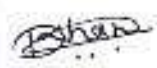
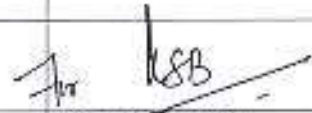
11. Miscellaneous

- 11.1 This MoU supersedes and replaces any and all prior agreements, understandings or arrangements, whether oral or written heretofore made between the Parties and relating to the subject matter hereof, and constitutes the entire understanding of the Parties with respect to the subject matter of this MoU. This MoU may not be modified, changed, altered or amended except by an express written agreement signed by all Parties hereto.
- 11.2 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.



In witness whereof the two parties have signed this Memorandum of Understanding by the hand of, on behalf of SIEMENS LIMITED and by the hand of, on behalf of GGSF College Campus on date, month and year referred to above.

| SIEMENS Limited, Mumbai | | Guru Gobind Singh Foundation, Nashik | |
|-------------------------|---|--------------------------------------|---|
| Signature 1 |  | Signature 1 |  |
| Name | Rajan Goyal | Name | S.G.S. Birdi |
| Designation | Chief Manager Customer Service | Designation | President |
| Place | | Place | GURU GOBIND SINGH FOUNDATION NASHIK |
| Date | | Date | |
| Signature 2 |  | Signature 2 | |
| Name | Vinod Nair | Name | Mr. Perminder Singh |
| Designation | Senior Manager Business Administration | Designation | C.E.O. |
| Place | | Place | Perminder Singh Chief Executive Officer |
| Date | | Date | |

| | | | |
|-------------|---|-------------|---|
| Witness 1 |  | Witness 1 |  |
| Name | Nitesh Parab | Name | Dr. A.M. Chincholkar |
| Designation | Senior Executive Training | Designation | Principal GCOERC, Nashik |
| Place | | Place | PRINCIPAL GURU GOBIND SINGH COLLEGE OF ENGINEERING & RESEARCH CENTRE, NASHIK |
| Date | | Date | |
| Witness 2 |  | Witness 2 |  |
| Name | Mohammad Danish Khan | Name | Mr. P.S. Duggal |
| Designation | Executive Sales Training - WR | Designation | Principal GGSP, Nashik |
| Place | | Place | PRINCIPAL GURU GOBIND SINGH POLYTECHNIC NASHIK |
| Date | | Date | |

Enclosures:

1. Annexure -1: Course recommendation, Course fee & Sharing of course fee between GGSF and SIEMENS.
2. Annexure -2: Certification procedures

**ANNEXURE-1
RECOMMENDED COURSE MODULES**

| Sr. No | Course | Course Fee (Rs) |
|--------|---------------------|-----------------|
| 1 | BASIC AUTOMATION | 1300/- +Taxes |
| 2 | BASIC LV SWITCHGEAR | 1300/- +Taxes |
| 3 | BASIC DRIVES | 1300/- +Taxes |

Note:

1. Training courses are open to all students. All courses are optional to students.
2. Fee sharing is purely based on actual numbers of participants as mutually agreed.
3. Other SIEMENS Training Modules will be conducted in SIEMENS Training center facility based on the GGSF request and participation confirmation.

Norms for Training Centre Fees-

Course Fee to be reviewed jointly once in a year for revision if any.



ANNEXURE -2

CERTIFICATION PROCEDURES

1. Certificates are issued only to those students who scores minimum marks (50%) in the theoretical and practical examination conducted by GGSF through the center.
In case the student/candidate fails, reexamination will be conducted and then certificate will be issued.
2. GGSF shall forward the list of students who have registered for the training courses prior to the commencement of the training. The list shall include Full Name, Engineering Branch & Year, Email address and telephone numbers.
3. At the end of every course GGSF shall forward the list of students with details like Full Name, Engineering Branch & Year, College Name & Location, Email address and telephone numbers and marks obtained. **Accounts shall be settled at the end of every one month.**
4. SIEMENS shall prepare the Joint certificate and deliver it to GGSF for further processing and delivery with in 20 days from the date of receipt of details.
5. Contents in the certificates will be decided by SIEMENS.
6. GGSF shall send monthly report and annual report to SIEMENS with the following details.
 - Candidate Name
 - Engineering Branch & Year
 - College Name & Location
 - Course code attended
 - Training Fee collected



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

Mr. Akash R. Pawar

Roll No. : 74298532

Department Code: RC-IN MO RS RS TD MF-IN

Plot No. 15, Ganga Sagar Colony, Near Vanvihar Colony,
Parijat Nagar, Mahatma Nagar, Nashik-422007

| | |
|------------|------------------------------------|
| Name | Mayuresh Dharmadhikari |
| Department | Human Resources |
| Telephone | +91 (253) 3099633 |
| Mobile | |
| E-mail | Mayuresh.dharmadhikari@siemens.com |
| Date | December 03, 2019 |


Dear Mr. Akash R. Pawar,

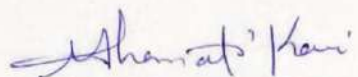
We have pleasure in informing you that you are engaged as an 'Apprentice' under the Apprentices Act of 1961 with effect from 02.12.2019 in our Mobility division at Nashik Works on following terms and conditions:

1. Your training will be for a period of One Year as provided under the Act.
2. You will be paid a fixed stipend of Rs. 15000/- per month.
3. You will be working in various departments / workplaces from time to time as per the program drawn up by the management.
4. During the training period, you will be entitled for leave as per provisions of Apprentices Act of 1961.
5. You will be governed by the working hours prevailing in the establishment in which you work. You will be notified of your actual duty timings from time to time. You will be also be required to work in shifts as and when considered necessary by the management.
6. You are entitled to avail subsidized canteen facility.

Kindly return the duplicate copy of this letter duly signed, in token of your acceptance of the terms & conditions stipulated above.

Yours faithfully,
SIEMENS LTD.


Deepak Kulkarni
General Manager


Mayuresh Dharmadhikari
Manager – Human Resources

Siemens Ltd.
Management: Sunil Mathur

Birla Aurora, Level 21, Plot No. 1080, Dr. Annie Besant Road,
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India
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