

### ANNEXURE-1

**Memorandum of Understanding between RAJIV GANDHI INSTITUTE OF TECHNOLOGY, Mumbai and SIEMENS LTD (SITRAIN – INDIA) for “BASIC AUTOMATION TRAININGS” shall consist of the following criteria**

Siemens Limited, SITRAIN department (hereinafter referred to as “Siemens”, which expression shall unless repugnant to the context or meaning thereof will mean and include its successors and assigns) agrees that they will give training to Students & the teaching staff of RAJIV GANDHI INSTITUTE OF TECHNOLOGY on Siemens’ products in Automation in line with the Course Content as per Annexure 2B enclosed herewith).

**RAJIV GANDHI INSTITUTE OF TECHNOLOGY** confirms that training will be received by them from Siemens (SITRAIN department or its Training Service Providers) and the related training fees will be paid to Siemens as per Annexure 2A of our offer DF-CS-TR/2090.201516 (hereinafter referred as “offer”)

#### – Training Process:

- 1) List of training courses shall be as per Annexure 2B of our offer.
- 2) Training period will be chosen to suit the **RAJIV GANDHI INSTITUTE OF TECHNOLOGY** student-batches” but exact dates will be decided by Siemens. The request for training should be sent approximately 30 days prior to the scheduled date.
- 3) Siemens shall provide study documentation for training on topics above. Customization of the training material will not be in our scope.
- 4) Trainer’s Travel and Stay will be in **RAJIV GANDHI INSTITUTE OF TECHNOLOGY** scope if the training is conducted at your premises.
- 5) Training kits shall be arranged by Siemens on returnable basis. Rental charges shall be extra as mentioned in the Annexure 2A.
- 6) “Participation Certificates” will be provided by Siemens for the respective training days. 100% attendance is mandatory for receipt of certificate.
- 7) Siemens shall additionally provide:
  - a. Subject to availability Siemens shall additionally provide Guest Lecturer twice per year subject to a notice period of 2-months in advance for arranging each of the activity above.
  - b. Subject to availability Siemens shall additionally provide SIEMENS Ltd shall guide the students of **RAJIV GANDHI INSTITUTE OF TECHNOLOGY** to undertake project work at college premises. This support shall be online or Trainer will travel to the college once per semester, if required. This visit will be on chargeable basis and based on Siemens’ standard terms and conditions for provision of services.

#### Other Terms & Conditions

- 8) This MOU forms an integral part of our offer and is subject to acceptance of all the annexures of the same.
- 9) **Rajiv Gandhi Institute of Technology** shall provided min 150 Participants in a calendar year.
- 10) Siemens’ scope of service and corresponding price schedule will be as mentioned in Annexure-2A of the offer.
- 11) Siemens shall have the right to terminate the MoU at 30 (thirty) days notice without assigning any reason whatsoever and without incurring any costs, and **RAJIV GANDHI INSTITUTE OF TECHNOLOGY** acknowledges and agrees to the same, and in the event of any breach or refusal to adhere to Siemens’ rules or regulations, including any terms and conditions of this MoU, terminate immediately at Siemens’ option
- 12) Participants in the Training shall strictly adhere to Siemens’ rules and regulations and abide by the same. Siemens reserves the right to remove and refuse entry to any participant who does not follow the said rules and regulations and or indulges in indiscipline and disorderly conduct



**13) Confidentiality:**

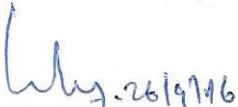
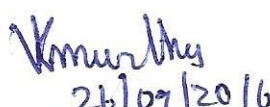
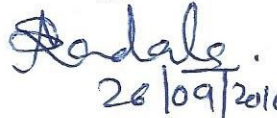

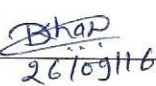
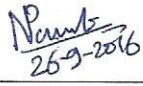
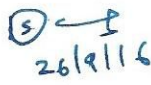

- a. Siemens and RAJIV GANDHI INSTITUTE OF TECHNOLOGY shall work in confidence with each other.
- b. RAJIV GANDHI INSTITUTE OF TECHNOLOGY shall maintain the confidentiality of such information so disclosed at all times including the terms of this Agreement. All information, documents, software and other matters and aspects of Intellectual Property that are disclosed, or otherwise made available by Siemens to RAJIV GANDHI INSTITUTE OF TECHNOLOGY or its personnel pursuant to this Agreement (collectively referred to as "Confidential Information") shall keep the Confidential Information confidential and in good order, and shall not use or copy any Confidential Information for any purpose other than as specifically authorized by this Agreement, and shall not transfer or disclose or use other than authorized any such Confidential Information to any other person and / or parties without prior written consent of Siemens. RAJIV GANDHI INSTITUTE OF TECHNOLOGY shall not make any public statements in respect of the subject matter of this Agreement and the services offered there under without the prior written consent of Siemens.
- c. Any terms of this clause shall survive the termination of this Agreement.

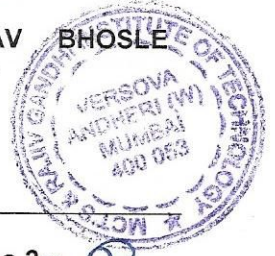
**14) INTELLECTUAL PROPERTY:**

RAJIV GANDHI INSTITUTE OF TECHNOLOGY acknowledges that the drawings, software, licenses and all related items of Intellectual Property, which, if supplied, RAJIV GANDHI INSTITUTE OF TECHNOLOGY for the purpose of this Agreement are the sole and absolute property of Siemens.  
RAJIV GANDHI INSTITUTE OF TECHNOLOGY acknowledges that all intellectual property rights in the processes and all related items in respect of the Products (including trademarks, trade names, brand names and product names) are the sole and absolute property of Siemens. On termination or completion of the Agreement RAJIV GANDHI INSTITUTE OF TECHNOLOGY shall return all drawings, documents and all other literature and forms of Intellectual Property provided under this Agreement and in the possession of RAJIV GANDHI INSTITUTE OF TECHNOLOGY

- 15) The commercial Terms and Conditions will be in line with Annexure -3 of the offer.
- 16) The payment terms will be 100% advance along with Purchase Order/LOI. Training would start only after receipt of both (PO & Payment) whichever is later.

The above Contract at the given prices & applicable terms and conditions are all valid for batches to be conducted within 2-year of the signing of this MOU. There will be 5-7% price increase in third year of the MOU. Any revision in training price thereafter will be applicable immediately on the date of revision. This MoU is valid for the period 3 years. The MoU can be renewed & continued further to mutual decision of Siemens and, **RAJIV GANDHI INSTITUTE OF TECHNOLOGY.**

For & On Behalf of Siemens Ltd,		For & on Behalf of Rajiv Gandhi Institute of Technology,	
			
Vinod Nair Sr. Manager (BA)	Vijay Krishnamurthy General Manager (WR)	SADALA S. P Assistant Professor	Dr. UDHAV BHOSLE Principal
			
Witness 1	Witness 2	Witness 1	Witness 2



Rajiv Gandhi Institute of Technology  
Juhu Versova Link Road,  
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Maharashtra 400053

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E-mail	mohammaddanish.khan.ext@siemens.com
Your letter of Our reference Date	DF-CS-TR/2090.201516 26.09.2016

**SUBJECT: MOU FOR "AUTOMATION TRAINING" PROGRAMS FOR STUDENTS AT RAJIV GANDHI INSTITUTE OF TECHNOLOGY, Mumbai through SIEMENS (DF-CS-TR, India)**

Dear Sir / Madam,

We are very glad to submit this proposal for MOU / training Partnership between **RAJIV GANDHI INSTITUTE OF TECHNOLOGY & Siemens Ltd.** for engineering students, which can be reviewed/renewed every 3-year.

In an event of an order/contract (in line with this MOU) resulting out of this proposal, it will be subject to the following techno-commercial details as per annexures below:

- Annexure-1: MOU (**between RAJIV GANDHI INSTITUTE OF TECHNOLOGY, Mumbai & Siemens Ltd.**)
- Annexure-2A: Scope of Services & Price Schedules for Automation Trainings.
- Annexure-2B: Technical Course Contents (For Automation Trainings)
- Annexure-3: General Terms & Conditions
- Validity of Offer: Our offer is valid for your acceptance till **31<sup>st</sup> October 2016.**

We look forward to your valued Training order and would provide you with best possible & timely services in Siemens Product-Training as specified by you.

For any query please feel free to contact us.

Yours Sincerely,  
**Siemens Ltd.**



Vinod Nair  
Senior Manager-Business Administration  
Customer Service -WR



Vijay Krishnamurthy  
General Manager  
Sales - WR

**Siemens Ltd.**  
Management: Mr. Sunil Mathur

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Corporate Identity Number: L28920MH1957PLC010839

Sales Office: Ahmedabad, Bangalore, Chandigarh, Chennai, Coimbatore, Hyderabad, Jaipur, Jamshedpur, Kolkata, Lucknow, Mumbai, Nagpur,  
New Delhi, Pune, Vadodara, Vizag.