



ZF India Private Limited

Dept. HR
From Mridula Rai
Phone +912135 624990
Fax +912153 624700
E-mail mridula.rai@zf.com
Date 1st October 2020

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
ZF India Private Limited
AND
College of Engineering Pune,**

This Memorandum of Understanding ("MOU") has been entered into on First day of October 2020 at Pune, Maharashtra:

Between

ZF India Private Limited, a company registered under the Companies Act, 1956, **CIN No. U74999PN2007FTC130569**, having its registered office at B-38 MIDC Chakan Industrial Area, Phase- II; Village: Vasuli, Tal: Khed, Pune 410 501 (hereinafter referred to as ZF or the company) of First Part

And

College of Engineering Pune, an Institute of national heritage and importance (hereinafter referred to as "COEP") having its establishment at Wellesley Road, Shivajinagar, Pune – 411005, Maharashtra, INDIA through its authorised representative Professor B.B. Ahuja

Purpose and Objectives of the MOU

The purpose of this MOU is to award scholarship to the eligible students intending to pursue Bachelor of Engineering and Technology in College of Engineering Pune, under the **ZF Scholarship programme**.

Scholarship Program:

ZF Intends to provide scholarship to the Engineering Students of COEP as follows:

1. In the first Year after signing of this MOU, ZF Shall provide scholarship as agreed under this MOU to 4 students of First Year Engineering Course (academic year 2020-21).

ZF India Private Limited
B-38, MIDC Chakan Industrial Area,
Phase II, Vasuli, Tal: Khed, Pune -
410501
Tel: + 91 - 2135 - 624 800
Fax: + 91 - 2135 - 624 701

www.zf.com · zf.india@zf.com
Company Reg. No. U74999PN2007FTC130569



2. Thereafter ZF would add 4 new students every year to its scholarship programme. (for the purpose of clarity, it is explained that in the academic year 2023-24, ZF would be providing scholarship to 16 students of COEP i.e. 4 students from each year).

General Eligibility:

Following shall be the eligibility for the students:

1. Students pursuing bachelor's degree under Mechanical / Production / Operations / Electronics / Electrical streams.
2. The students should not be more than 22 years of age (as on date of application).
3. Having excellent academic records (as mentioned in the Annexure - B).
4. Economically disadvantaged (as mentioned in the Annexure - B).
5. Active participation in the academic events like research project, quiz competitions and other competitions would be considered in the selection/continuation of the scholarship.
6. Regular attendance (mentioned in **Annexure - B**), discipline and improvement in the academic records will be monitored.

Responsibilities of Parties

Each party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of each organization are:

1. **Hrishikesh Aponarayan (ZF CSR Coordinator)**
2. **Professor B.B. Ahuja (COEP Coordinator)**

ZF will:

- Provide funds for the award of scholarship(s) to students (as mentioned in scholarship programme clause above), upto the limit of INR 60,000 (sixty thousand)/ each.
- Payments will be made only on finalization of the candidates. Such payments shall be paid directly to the credit of the COEP as mentioned below.
- Formally assess the student and based on the overall rating, students will be confirmed for summer internship
- Provide one industrial visit to the ZF Production facility at Chakan, Pune for internship students already confirmed above and in case college requests for additional students the company will host the designated faculty up to a maximum of 25 students in a year.

COEP will:

- Select up to 10, (subject to eligibility) students from the mechanical / Production / Operations / Electronics / Electrical streams through a process (mentioned in the Annexure - B) via a Selection Committee comprised of three or more persons with requisite experience.
- Prepare and manage the application process for Scholarship.
- Provide to ZF in each semester students' attendance and performance report and an annual report at the end of every year.
- Communicating and publishing of any information about the scholarship in public/private platform only on mutually agreement by both the parties.

ZF India Private Limited
B-38, MIDC Chakan Industrial Area,
Phase II, Vasuli, Tal: Khed, Pune -
410501
Tel: + 91 - 2135 - 624 800
Fax: + 91 - 2135 - 624 701

www.zf.com · zf.india@zf.com
Company Reg. No. U74999PN2007FTC130569



Amount of the Annual Scholarship Award:

The amount of the scholarship awarded to the students shall be Rs. 60,000/- per year per student

Proposed Timeframe:

Both the parties (ZF and COEP) look forward for a long-term relationship turning into win-win approach, thus we enter into this MOU starting from academic year 2020-21 till the termination of this MOU in writing by either party and / or thereafter review and renew the MOU on mutually agreed terms in writing.

Rules, General Terms and Conditions of the scholarship program:

- The company Management Committee's decision would be final in the selection process.
- A scholarship holder under this scheme will not hold any other scholarship/ stipend/financial assistance from any other source for the same component (as mentioned above in the clause) of the fee.
- The payment of Scholarship will be sent to selected scholars annually through Head of the Institute i.e. the Director, COEP. COEP shall take steps for authentication of the transfer to the saving account of the Students. The proofs of such banks transfer shall be presented to ZF once such transfers are made.
- The selected students shall take internship projects with ZF India Pvt. Ltd. as first preference subject to availability of projects. Only in case no projects are available with the Company the students can apply for internship elsewhere.
- The Company expects the selected students to take up assignment with ZF India Pvt. Ltd. as Trainee Engineer post completion of their degree course. However, there will be no obligation on the part of company to provide employment to any Scholar at any point of time.
- Applicants should fill in the same name (with same spellings) that appears in the mark sheet/certificate/degree of qualifying examination. If the details provided in the application are found to be incorrect & does not match, such applicants shall be summarily rejected, and no correspondence shall be made / entertained in this regard.
- All the documents to be submitted by applicants should be attested from the Principal/Head of the institution where the student is studying or from a Gazetted Officer.
- Applicants should get the grade (CGPA/GPA/SGPA/OGPA/CPI etc.) obtained converted into percentage of marks as per approved formula of Academic Board/Institution and should mention the formula used for conversion of grade into percentage of marks.
- Applicants will have to provide valid & active e-mail address & mobile number in their application form. COEP to verify the same before updating in the records. The company reserves the right to reject any application as well as discontinue the scholarship at any time without giving any notice/assigning any reason.
- The company also reserves the right to cancel/modify/change any provision/guideline/criteria/conditions of the scheme in full or in part at any point of time.
- The company will not be responsible for any postal delay or loss/damage of documents in transit or whatsoever reason.

ZF India Private Limited
B-38, MIDC Chakan Industrial Area,
Phase II, Vasuli, Tal: Khed, Pune -
410501
Tel: + 91 - 2135 - 624 800
Fax:+ 91 - 2135 - 624 701



**Intellectual Property Rights:**

Except for the permitted use of Confidential Information, each party acknowledges that, under this MOU, a party neither acquires any intellectual or other property, including but not limited to copyright, trademark, business or trade secrets, methodologies, professional techniques, works of authorship, training material, courseware or content ("IP") from the other party nor any right in IP from the other party. Neither Party will use other party name in any publication, unless permitted in writing by the concerned party.

Confidentiality:

- a. During the period of this MOU and for a period of two years from the date of termination of the agreement, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party
 - is received from a third party having no obligations of confidentiality to the disclosing party,
 - is independently developed by the receiving party; or
 - is required to be disclosed by law or court order.

Parties acknowledge that the confidential information is valuable and unique. In case of breach, the affected party shall be entitled to injunctive relief in addition to all other remedies available in law or equity including monetary damages.

Neither party will use other party name in any publication, unless permitted in writing by the concerned party.

Code of Conduct:

ZF India follows Code of Conduct policy and expects, its associates in business to follow the same. COEP would be required to get the Code of Conduct signed from every applicant making application for allotment of scholarship under this MOU. Code of Conduct policy is annexed at

www.zf.com · zf.india@zf.com
Company Reg. No. U74999PN2007FTC130569

ZF India Private Limited
B-38, MIDC Chakan Industrial Area,
Phase II, Vasuli, Tal: Khed, Pune -
410501
Tel: + 91 - 2135 - 624 800
Fax: + 91 - 2135 - 624 701



ANNEXURE – A.

Modification:

Modification to this MOU shall be made by mutual consent of the parties through the issuance of a written modification, signed and dated by authorized representatives of each party, prior to any changes being performed.

Dispute:

All disputes, controversies or differences which may arise between the parties hereto out of or in relation to or in connection with or interpretations of this MOU or for the breach thereof shall be settled amicably between the parties through negotiations and if not settled for a month, then will be resolved as per the provisions of the Arbitration & Conciliation Act, 1996.

The place of arbitration shall be Pune and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a sole arbitrator. The sole arbitrator shall be decided and appointed mutually by both the Parties. The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction.

Pending the submission to arbitration and thereafter, till the tribunal renders its award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this MOU.

Non-Exclusivity

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other MOUs or collaborations of any kind. This MOU is not intended to create a legal and binding obligation to expend funds or resources by either party but is a statement of the bona fide collaborative intent of the parties.

Privity of Contract:

Both the parties hereby agree to maintain Privity of Contract and that no third party whatsoever affected by the arrangement agreed in this MOU shall raise claims or specific performance by the parties to this MOU. Only the parties to the MOU reserve their rights to raise claims and also specific performance.

Terms and Termination

This MOU may be amended or terminated earlier by mutual written consent of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon serving 30 days prior written notice to the other party. Neither party is entitled to any compensation in the event of termination of this MOU. Further it is agreed by both the parties that, notwithstanding anything written in this MOU ZF may at its own discretion discontinue the scholarship program without assigning any reason.

Jurisdiction:

The Courts of Pune shall have exclusive jurisdiction to address the disputes arising from the MOU.

www.zf.com · zf.india@zf.com
Company Reg. No. U74999PN2007FTC130569

ZF India Private Limited
B-38, MIDC Chakan Industrial Area,
Phase II, Vasuli, Tal: Khed, Pune -
410501
Tel: + 91 - 2135 - 624 800
Fax: + 91 - 2135 - 624 701



Notices and Communication:

The Notices and/or communications shall be made on the below mentioned addresses and Representatives:

ZF India Pvt. Ltd.	College of Engineering, Pune.
B-38, MIDC Chakan, Industrial Area, Phase II, Vasuli, Tal: Khed, Pune - 410 501. Maharashtra India.	Wellesley Road, Shivajinagar, Pune - 411005.

THE WITNESS WHEREOF the representatives of the parties to this MOU being duly authorized have here unto signed in their respective names and have executed these present _____

1. Representative from ZF India Pvt. Ltd

Hrishikesh Aponarayan

2. Representative from COEP

Prof. B. B. Ahuja

In the presence of the following witnesses:

1.
Aparnaa Shiram

2.
Mridula Rai

1.
22/11/2020 Dr. P. R. Hanumanthappa

2.
(Dr. U. M. CHASKAR)



"ANNEXURE - A"
CODE OF CONDUCT (COC)

ZF scholarship programme intends to provide scholarships to some regular students of the First-Year pursuing Mechanical / Production / Operations / Electronics / Electrical streams.

Criteria for selection will be mainly on merit and economic background of the applicant. These scholarships would be paid to these students (through COEP) in the form of financial aid. Under the programme, the scholarship granted by ZF would be limited to INR 60,000/- per year per student.

The process can be completed in the following steps

Step 1: Signing of MOU with the Institute

Step 2: Rules, General Terms and Conditions of the scholarship program

Step 3: Application by students with the required set of documents

Step 4: Selection based on Eligibility Criteria

Step 5: Interview and final shortlisting

Screening of awardees: Stage 1

Stream	Duration for which Scholarship will be awarded and minimum duration of the course	Total No. of Scholarships	Qualifying Examination	Minimum Eligibility marks in Qualifying Exam	Scholarship amount per year per student
Mechanical / Production / Operations / Electronics / Electrical streams.	4 years	4	12th	75%/equivalent CGPA	Rs.60,000/-



ANNEXURE - B

Eligibility criteria for selection of scholarship in first year

1. Bona fide students pursuing full time/regular courses (not correspondence/distance/ online mode) from the given streams & studied from Schools/Colleges/Institutions recognized by AICTE/State Education Boards/State Technical Education Boards /ICSE/ISC/CBSE shall be eligible to apply for scholarship.
2. Gross joint annual income of the family from all sources during most recent financial year should not exceed Rs. 3,00,000/- (Rupees Three Lakh only). However, in case of similar academic background, preference will be given to the students with lower family income. The student will have to submit the proofs of income/income certificate.
3. Income certificate should be issued from appropriate civil authorities of the State/UTs/Central Governments. Any Affidavit submitted as Income Proof shall not be accepted. Third party reference checks for the family background and income would be done if need arises.
4. The age group of the applicants should be between 17 to 22 years (as on date of application).
5. For selecting the students for scholarship, weightage will be given to marks and for annual income. The decision from the Company panellist will be the sole decision maker in this regard.
6. For the continuation of scholarships (from second year onwards), the student should maintain the following
 - a) Minimum > 75% marks or minimum > 7.5 score on a scale of 1 to 10 CGPA/CPI every academic year
 - b) The student shouldn't have no backlog in any academic year
 - c) The student meets the minimum attendance criteria of 70% and above
 - d) A letter is issued by the Head of Department or the Principal of COEP stating the conduct of the awardee and progress has been satisfactory.
 - e) The marks or CGPA of the awardee would be assessed at the end of the academic year and the cumulative performance of the awardee would be considered to assess, if the criteria of meeting the > 75% or an equivalent > 7.5 score per academic year in CGPA has been met for continuation of scholarship.
7. In case awardee is not able to appear for the examination due to serious illness, they are responsible to submit the requisite medical certificate through the Head of the Institution within one month of his/her falling ill. The medical certificate should mention the duration of treatment should be clearly stated by a specialist, who is a Registered Medical Practitioner. The facility will be available to the awardee to continue in the same course in which he/she is studying, provided the principal or the head of the institution certifies that the overall performance of the awardee during the year is 50 per cent or above.



8. If the awardee does not fulfil the eligibility conditions, i.e. minimum qualifying marks and requisite attendance, the amount of scholarship would be withdrawn for the said year. The awardee may reapply the next academic year for the continuation of the scholarship, subject to she/he is fulfilling the eligibility conditions and the application would be considered fresh and the Committee's decision would be final, case to case basis.
9. If the student seeks transfer to a different discipline after first year, the Scholarship will continue only if the student continues to study in a branch belonging to the stream to which he belonged in the first year. The continuation of the scholarship will be subject to the approval of the ZF Management.
10. All rules are subject to change from time to time.
11. The decision of the Committee of ZF India Private Limited will be final.

A handwritten signature in blue ink, appearing to be 'JMA'.

A handwritten signature in blue ink, appearing to be 'NLW'.