

महाराष्ट्र MAHARASHTRA

2019

VE 563832



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

Schindler India Private Limited
AND
College of Engineering Pune,

श्री. सी. टी. आंबेकर

This Memorandum of Understanding ("MOU") has been entered on _____ day of August 2019 at Pune, Maharashtra:

Between

Schindler India Private Limited, a company registered under the Companies Act, 1956, CIN No. U29150MH1997PTC112690, through its authorised representative Ms. Shubha Arora, Chief People Officer – India & South Asia, having its registered office at B-401/402, Delphi, Hiranandani Business Park, Powai, Mumbai – 400 076, India, (hereinafter referred to as "Schindler")

1 | Page



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Schindler India Pvt. Ltd.
Delphi Building, 401, 402
Hiranandani Business Park,
Powai Mumbai - 400 076

प्रतिष्ठापनासाठी Only for Affidavit

मुद्रांक दिवत घेणाऱ्याचे नाव _____
मुद्रांक दिवत घेणाऱ्याचे रहिवासी पत्ता _____
मुद्रांक विविच्यावतची नोंद घरी जवळ कळवणे _____

मुद्रांक दिवत घेणाऱ्याची सही परवानग्यासाठी मुद्रांक विविच्यावतची सही
परवानग्या क्रमांक : ८०००००६
मुद्रांक विविच्यावतची दिवत/पत्ता : प्रविण एल चव्हाण
मुद्रांक विविच्यावतची नोंद घरी जवळ कळवणे _____
मुद्रांक दिवत घेणाऱ्याचे कार्यालय/ग्राहकालय/प्रतिष्ठापना कार्यालय, ४०१/४०२, मुंबई - ४०० ०७६
मुद्रांक दिवत घेणाऱ्याचे कार्यालय/ग्राहकालय/प्रतिष्ठापना कार्यालय, ४०१/४०२, मुंबई - ४०० ०७६
मुद्रांक दिवत घेणाऱ्याचे कार्यालय/ग्राहकालय/प्रतिष्ठापना कार्यालय, ४०१/४०२, मुंबई - ४०० ०७६

= 8 JUN 2018

= 8 JUN 2018

402

And

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

Purpose and Objectives of the MOU

To award scholarship to the eligible students intending to pursue Bachelor of Engineering and Technology in College of Engineering Pune, under the **Schindler 'Fulfill Futures' Scholarship Program - 'Schindler Igniting Minds'('SIM')**

COMMENCEMENT AND TERM OF THE MOU:

This MOU shall be effective immediately on the date of execution and the parties shall proceed with the same with due diligence. This MOU shall continue to be in full force and effective from the date of the commencement and till May 2023.

General Eligibility Criteria for scholarship Program:

1. Bonafide students (full time-regular) in the first year of engineering, Bachelor degree courses in current academic year 2019 (minimum 4 years' duration course 2018-2022)
2. Students pursuing Bachelor degree under Mechanical and Electrical, Electronics and Instrumentation streams.
3. The maximum age of the students should be 25 years (as on date of application).
4. Having excellent academic records (mentioned in the Annexure - B).
5. Economically disadvantaged (mentioned in the Annexure - B).
6. Gender Ratio: (50: 50) in case if either of the categories does not get filled, then preference will be given to the other.
7. Active participation in the academic events like research project, quizzes and competitions would be counted in the selection/continuation of the scholarship.
8. 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. ARPITA SINGH (Schindler CSR Coordinator)



2. _____ (COEP Coordinator)

Schindler will:

- Provide funds for the award of scholarship(s) for upto 25 students, wherein the course fee that they would have to pay.
- Payment to be made annually.
- Provide Internship to the three students from the list of awardees as summer internship depending upon the availability of the projects.
- Provide one industrial visit to the Schindler training centre/plant at Pune for students up to a maximum of 25 participants in a year.

COEP will:

- Select up to 25, (subject to eligibility) students from the mechanical and electrical streams through a process (mentioned in the Annexure - B) via a Selection Committee of three (3) or more.
- Preparing and managing the application process for Scholarship.
- Providing 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 will be mutually agreed by both the party.

Amount of the Annual Scholarship Award:

The amount of the scholarship awarded to the students shall be determined annually by Schindler India Private Limited. The decision of Schindler India Private Limited will be final.

Proposed Timeframe:

Both the parties (Schindler and COEP) look forward for a long-term relationship turning into win-win approach, thus we enter this MOU for a period of four years (2019- 2023) from the date of signing and 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. The same will be credited in the savings account of



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the students (having an account in State Bank of India's (bank name) branch at COEP). COEP shall take steps for authentication of the transfer to the saving account of the Students.

- 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 or from a First-Class Judicial Magistrate.
- 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 should provide a valid & active e-mail address & mobile number in their application form. COEP to verify the same before updating in the records.
- Applicants should hold their bank account in the branch of State Bank of India (Bank name) at COEP, having Core Banking Facility.
- Applicants should have the savings bank account in their names and send attested copies of bank documents to COEP.
- 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.
- COEP agrees and gives its consent to Schindler to publish all the photographs of students as well as staff taken in COEP's premises, on Schindler's website. COEP shall take necessary approvals / permissions as may be required in this regard.

Intellectual Property Rights:



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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:

Schindler India follows Code of Conduct policy and expects, its partners in business to follow the same. Code of Conduct policy is annexed at Annexure – A to this MOU.

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 Agreement shall raise claims or specific performance by the parties to this Agreement. Only the parties to the Agreement reserve their rights to raise claims and 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. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research MOU. Neither party is entitled to any compensation in the event of termination of this MOU. Schindler shall have a right to terminate the MOU without any further notice and compensation in following events:

- a. Gross negligence or fraud or misappropriation by COEP or any of its officials in the implementation or operation of the Project or;
- b. Failure to comply with any mandatory provision of Law by COEP or;
- c. Non-performance by COEP of any of its obligations under this MOU.

Jurisdiction:

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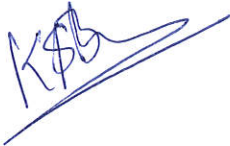


The Courts of Pune shall have exclusive jurisdiction to address the disputes arising from the Agreement.

Notices and Communication:

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

Schindler India Pvt. Ltd.	College of Engineering, Pune.
Schindler House Main Street, Hiranandani Gardens, Powai, Mumbai – 400 076.	Wellesely 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 23rd day of August 2018:

<p>For and behalf of Schindler India Private Limited</p>   <p>Kshitij Bhusari Sr. Manager – HR Schindler India Pvt Ltd</p>	<p>For and on behalf of SECOND PARTY College of Engineering, Pune.</p>  <p>Dr. B.B. Ahuja (The Director) College of Engineering, Pune.</p>
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In the presence of the following witnesses:

1. Representative from Schindler India Pvt. Ltd

Arpita Singh


Asst. Manager CSR projects

2. Representative from COEP

Dr. P. R. Dhamangaonkar

Associate Dean (Student Affairs)





Dr. P. R. Dhamangaonkar
Associate Dean, Student Affairs
College of Engineering, Pune

"ANNEXURE - A"

CODE OF CONDUCT

Schindler requires all its education institution partners to maintain the highest standards of professional conduct and integrity while implementation of the scholarship program. Not only in
8 | Page



regard to their coordination with Schindler but also the faculty relations with students and staff members of the Institution.

Schindler Education Institution Partners shall therefore:

1. Comply with all applicable laws and regulations
2. Respect Schindler's zero tolerance policy towards bribery and corruption, coordinators are encouraged to avoid the extending of gifts, other than items of very small intrinsic value, such as business diaries or calendars. Likewise, hospitality offered should only be appropriate to the business at hand.
3. Adhere to high ethical standards by respecting rights and dignity of all persons with whom they are dealing. Specifically, education institution partners shall respect the provisions of the UN Universal Declaration of Human Rights and the Conventions of the International Labour Organization in regard to:
 - Elimination of Child Labour
 - Freedom of Employment & Association
 - Respect for the individual and Elimination of Discrimination
 - Safe and Healthy Working Conditions
 - Payment of living wages & regular employment entitlements
 - Non-excessive working hours
4. Keep Schindler's business, financial and technical data as well as business correspondence confidential and not misappropriate Schindler's or other partners' tangible or intellectual property.
5. Actively help Schindler in achieving compliance with this Code of Conduct.

You are not only required to abide by this Code of Conduct; you are also expected to inform Schindler (e.g. the Group Compliance Officer at +41 41 632 8566, cls@ch.schindler.com or your local Schindler contact) if you become aware of any potential violation.

Further to the above Schindler expects education institution partners to implement and maintain processes to improve Environmental Efficiency (this to include consumption of Water, Energy, Office Materials, business Travel and Transport Mileage, Raw Materials and minimize all forms of waste whilst increasing recyclability of products where ever possible). Failure of education partners to maintain their obligations to this Code of Conduct ultimately could lead to termination of any contracts on the basis of education partners Default.



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“ANNEXURE – B”

Schindler 'Fulfill futures' scholarship programme intends to provide scholarships to some regular students of the first year 2019 pursuing Mechanical, Production, Electrical, Instrumentation and Electronics & Telecommunication stream.

Criteria for selection will be mainly on merit and economic background of the applicant. These scholarships would be paid to these students in the form of financial aid. Under the programme, the scholarship granted by Schindler would cover the tuition & other fee payable (Jointly and mutually agreed by Schindler and the institution), per student during the duration of the course.

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: Selection based on Eligibility Criteria

Step 4: Interview and final shortlisting

Screening of awardees: Stage 1

Stream	Duration for which Scholarship will be awarded and minimum duration of the course	No. of Scholarships	Qualifying Examination	Minimum Eligibility marks in Qualifying Exam	Scholarship amount per year per student
B. Tech Electrical / Instrumentation & Control / Electronics and Telecommunication	4 years	25	12th	70%/equivalent CGPA	As agreed by Schindler India every year
Bachelor in Mechanical Engineering / Production		25	12th	70%/equivalent CGPA	As agreed by Schindler India every year

Fulfil futures Scholarship Program 'SIM'	Scholarship amount (Rs.)	Student strength	Duration	TOTAL (Rs)
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Selection based on Merit & Economic background	As agreed by Schindler India every year	Upto 25	Yearly	As agreed by Schindler India every year
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Eligibility criteria for selection of scholarship in first year

1. Bonafide students pursuing full time/regular courses (not correspondence/distance/ online mode) in electrical and mechanical 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.
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 the need arises.
4. The maximum age of the applicants should be 25 years (as on date of application).
5. For selecting the students for scholarship, 40% weightage will be given for marks and 60% weightage for annual income.
6. For the continuation of scholarships (from second year onwards), the student should maintain the following
 - a) Minimum 60% or or 6.0 on a scale of 1 to 10 CGPA/CPI every academic year -
 - b) The student would 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 70% or an equivalent 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,



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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 Schindler Management.
10. All rules are subject to change from time to time.
11. The decision of the Committee of Schindler India Private Limited will be final.

Screening of awardees: Stage 2

1. Interview of the students (the list of students provided by COEP)

The list of 40 eligible students for the scholarship shall be provided by the coordinator of COEP (along with the documents) to the coordinator of Schindler. After receiving the list and the documents, an interview of the students will be conducted by the representatives from Schindler.

Submission of Documents:

All the applicants should submit the required documents along with filled application form duly signed for scrutiny/verification. The students must submit the same to the COEP scholarship program coordinator for further verification. The required documents in a sealed cover should be sent at the address given below

C/o CSR Coordinator (HR)

Schindler India Pvt. Ltd.,

Schindler House, Main Street, Hiranandani Gardens, Powai

Mumbai- 400076, Maharashtra, India

2. Final list of the selected students

A panel from Schindler would conduct the interview of the selected students if the income limit is more than three lakhs and the decision of the Committee of Schindler India Private Limited will be final. Based on the interview, a final list of beneficiaries will be declared by Schindler for the award of scholarship.



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