

महाराष्ट्र MAHARASHTRA

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 दस्तावेज प्रकार Agreement  
 दस्त मांडणी करणार आहेत का ? होय /  
 मिळवणीचे तारीख  
 मुद्रांक विकत घेणाऱ्याचे नांव Automotive Research Association of India  
 पत्ता Kothrud Pune ४११०११  
 दुसऱ्या पक्षकाराचे नांव  
 हस्त ठेवणाऱ्याचे नांव व पत्ता Swapnil Karode



आर. एस. कांचिनवोटी  
 परवाना क्र. २२०१०५३  
 महाडकर चेंबरस, कोथरुड, पुणे-३१  
 फोन ०२०-२६४६०२२४

**Memorandum of Understanding (MoU)**

This Memorandum of Understanding (MoU), entered into at Pune on this 29<sup>th</sup> Day of November 2019

By and Between,

SAVITRIBAI PHULE PUNE UNIVERSITY, having its registered office at University of Pune, Ganeshkhind Road, Pune, (India), hereinafter referred to as "SPPU" (which expression includes its successors, representatives and assigns) on the First Part;

AND

*(Handwritten signatures)*

**COLLEGE OF ENGINEERING, PUNE**, an autonomous Institute of Government of Maharashtra, having its registered office at Wellesley Road, Shivaji Nagar, Pune, India, hereinafter referred to as "COEP" (Which expressions includes its successors and assigns) on the Second Part

**AND**

**CUMMINS COLLEGE OF ENGINEERING FOR WOMEN, PUNE**, an autonomous Institute, providing education only for women, affiliated to Savitribai Phule Pune University, having its registered office at Karve Nagar, Pune, Maharashtra 411052, hereinafter referred to as "CCEW" (Which expressions includes its successors and assigns) on the Third Part;

**AND**

**The Automotive Research Association of India**, a society registered under the Societies Registration Act, 1860 and having its corporate office at S. No. 102, Vetal Hill, Off Paud road, Kothrud Pune – 411038, (India), hereinafter referred to as "ARAI" (which expression includes its successors, representatives and assigns) on the Fourth Part.

Hereinafter called individually as "PARTY" or collectively as "PARTIES" as the context may require,

WHEREAS parties have recognized the need and importance of Electric Mobility and have agreed to cooperate, collaborate and facilitate to offer the one-year Post Graduate Diploma in Electric Mobility (PGD-EM). Additionally, the parties acknowledge that this course is a brainchild of Mahratta Chamber of Commerce, Industries and Agriculture (MCCIA), an organization that thinks for a holistic development of the nation and has contributed immensely to the industrial development of Maharashtra.

AND WHEREAS to pursue this co-operation and collaboration, parties have arrived at the following general understanding on the terms and conditions,

**NOW THESE PRESENTS WITNESS AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. The parties hereby establish a formal affiliation for the purpose of enhancing the relationship through the promotion and development of collaborative research programs, academic and cultural exchange programs and other cooperative activities and assistance in areas of mutual interest and benefit. The parties anticipate that such activities may include any or all of the following in general:
  - i. Exchange of academic staff and researchers;
  - ii. Exchange of students;
  - iii. Collaborative research and joint academic meetings;
  - iv. Exchange of documentation, research materials, publications and information in fields of mutual interest;
  - v. Development, organization and hosting of joint academic and cultural symposia, conferences, workshops and meetings;
  - vi. Exchange of information, advice and assistance relating to areas of mutual interest including, but not limited to, research activities, obtaining grants and funding, technology transfer and research commercialization, development of educational and training programs, staff retention and long range planning and institutional development; and
  - vii. Other activities of mutual benefit for the parties.
2. In addition to utilizing state-of-the-art technology, laboratories and highly-trained personnel, ARAI recognizes the need to develop a new generation of engineers to meet the demands of the automotive



industry, not just in India but across the globe. It's one of the objective is to develop World-class & Eco-friendly ARAI Academy at Chakan for educational & training Programmes related to Automotive Engineering in collaboration with National and International Universities. All the necessary infrastructural facilities like classrooms, offices, laboratories, library, conference rooms, computer rooms, audio-visual facilities, etc. would be available at ARAI.

### 3. Programme: Post Graduate Diploma in Electric Mobility

The parties, therefore, agree to pool their resources and jointly offer a Full time 1 Year Post Graduate Diploma programme which is specifically designed to meet the needs of modern automotive industry.

### 4. This MoU further witnesses that –

- 4.1. This programme would give graduate engineers (who are working or who intend to work or are interested in the automotive industry) knowledge and technical expertise in the field of electric mobility. It would provide students with a confident systems viewpoint for automotive design, manufacture and validation.
- 4.2. Entry Qualification required for admission to this programme would be engineering graduate as specified by appropriate statutory authorities.
- 4.3. The method of selection of students would be on par with other programmes run by COEP/CCEW/SPPU.
- 4.4. Admission committee of COEP/CCEW/SPPU/ARAI would carry out the admissions for all jointly conducted programmes.
- 4.5. An Academic Council will be established to design / modify course curriculum and the evaluation procedure, which will be subsequently approved by the senate of these academic parties from time to time. Faculty from COEP, CCEW, SPPU, and ARAI, members from automotive and allied industries (in India and abroad) and academia would be the part of the Academic Council.
- 4.6. Dates of admission, start and end of the instructions, dates related to examination as specified in the COEP/CCEW/SPPU academic calendar would be applicable to this joint programme.
- 4.7. Students would attend courses either at ARAI OR at COEP/CCEW/SPPU in each trimester as per the time table jointly prepared by the parties.
- 4.8. The mini project work, in-plant training and lab practical as specified in the course structure, will be carried out at ARAI Academy as well as COEP/CCEW/SPPU.
- 4.9. The curriculum for these programmes would be evolved jointly as per the academic norms of COEP/CCEW/SPPU & ARAI guidelines and or any other obligatory authorities and approved by the corresponding bodies. The approval for the course curriculum as per the standards requirements in India is sole responsibility of COEP/CCEW/SPPU. ARAI will be actively helping COEP/CCEW/SPPU to present a world class structure, Industry requirements from a post diploma student.
- 4.10. The total intake of students would be 60.
- 4.11. The parties would appoint coordinators for carrying out various activities for running the programme. Allotment of guides, deciding place of conducting dissertation work, etc. will be coordinated by the two coordinators.
- 4.12. The dissertation viva-voce examinations would be conducted either at ARAI or at COEP/CCEW/SPPU as agreed upon mutually.
- 4.13. Examination fees will be collected by COEP/CCEW/SPPU and the entire expenses for the examinations would be borne by COEP/CCEW/SPPU.
- 4.14. The parties shall share the teaching loads approximately equally. Details of courses to be taught shall be decided mutually between the parties depending on the expertise available with them.

- 4.15. Activities such as paper setting, assignment checking, evaluation of answer books, moderation, evaluation laboratory reports, entry of mark, conversion of marks to grades, etc. will be done by the faculty teaching the particular course.
- 4.16. The Student fees for the non-sponsored and sponsored category would be decided mutually. Total fees for the forthcoming year is Rs. 1,55,000 per student and can be subsequently increased with mutual written consent of all the parties.
- 4.17. ARAI and COEP/CCEW/SPPU will share the total fees like tuition fees, development fees and other fees collected from the students (Rs.1,55,000 per student as of now) in the ratio of 25:75 respectively. On ARAI's share of 25%, ARAI will apply additional GST at the prevailing rate (which is currently 18%) to be payable by COEP/CCEW/SPPU. Any other taxes as and when become applicable will be charged to COEP/CCEW/SPPU in the same manner. The total fees will be collected by COEP/CCEW/SPPU from each student during admissions and they will send ARAI's share within 30 days of receipt of the fees with GST. COEP/CCEW/SPPU will maintain records of all fees collected from all students under this MoU and send a copy of the records to ARAI. ARAI may charge separately to student for canteen facility, ID card, visiting card, uniform & tie, and Alumni Association fee from time to time.
- 4.18. Successful candidates, on completion of the programme in India, would be awarded the Diploma by University of Pune mentioning individual Institutional Academic party name in association with ARAI, Pune.
- 4.19. COEP/CCEW/SPPU and ARAI shall designate program directors who may be assisted by an appropriate local committee responsible for coordinating cooperative programs between the parties:

**The Program Directors are:**

**On behalf of COEP:**

**Professor and Head of the Department**  
**College of Engineering, Pune**  
(An autonomous Institute of Government of Maharashtra)  
Wellesley Road, Shivaji Nagar, Pune  
Tel: +91-20-25507001  
Email: hod.mech@coep.ac.in

**On behalf of CCEW:**

**Associate Professor and Head of the Department**  
**Cummins College of Engineering for Women, Pune**  
(An Autonomous Institute affiliated to Savitribai Phule Pune University)  
Karve Nagar, Pune, Maharashtra 411052  
Tel: +91-20-25311000  
Email: Ajit.bhosale@cumminscollege.in

**On behalf of SPPU:**

**Professor and Head of the Department**  
**Department of Technology**  
University of Pune,  
Ganeshkhind Road,  
Pune - 411 007  
Tel: +91-20-25601270  
Email: hodtechnology@unipune.ac.in

**On behalf of ARAI:**

**Sr. Dy Director & Head, ARAI Academy**  
**ARAI – FID,**  
Plot No. B-16/1, MIDC, Chakan, Tal. Khed, Dist. Pune - 410501.,  
Tel: +91-2135-396660  
Email: vora.pga@araiindia.com



**5. The Program Director(s) shall:**

- 5.1. Receive and evaluate future proposals to enhance identifying areas and opportunities in which the Parties might potentially collaborate and make recommendations on the feasibility and implementation of such proposals to their respective administrations. Any such collaboration will be formalized as Addendum to this MoU upon approval by appropriate administrative authorities and will supervise the implementation of such cooperative programmes.
- 5.2. Identify further areas and opportunities in which COEP/CCEW/SPPU and ARAI might potentially collaborate.
- 5.3. At appropriate intervals, arrange meetings of the Academic Council at a mutually convenient time and place and in a mutually convenient manner to discuss all aspects of the affiliation as described herein.

**6. Intellectual Property:**

- 6.1. The parties recognize the intellectual property rights of each other in the materials to be delivered in connection with the programme to be carried out and agreed not to publish any paper, file any patent / copyright, trademark, registration application in its own name or in the name of its associates on any matter relating to the details supplied / disclosed by the other party, nor take any other action that may prejudicially affect such intellectual property rights.
- 6.2. The ownership of the intellectual property rights in the work carried out under the Programme shall be mutually shared as agreed by this MOU. Neither COEP/CCEW/SPPU shall restrict ARAI nor ARAI shall restrict COEP/CCEW/SPPU from engaging in the same or similar activities with any third party. However, each party shall inform the other party of any other MoU executed by such party with any other organization/ institute in connection with any activity that is substantially the same as the activity proposed to be undertaken under this MoU; provided that neither party shall be required by this provision to breach any contractual obligation to any other person with respect to confidentiality.

7. This agreement would be in force till first five batches of students pass out. This will be reviewed before the start of fifth academic batch. Any further extension or modification of the agreement can be done with mutual consent.

8. In case, one of the parties do not wish to continue the collaborations as stated in this MoU, a written notice of at least three months or until end of the programme would be required. However, it shall be binding on all the parties to protect the interest of students admitted to the programme under this MoU. Notwithstanding the above, termination shall not prejudice any rights and obligations that has arisen prior to the date of effective termination between the parties and/or obligation of either party to any other third party.

**9. General:**

- 9.1. This MoU benefits only the parties and their permitted assigns.
- 9.2. No extension, alteration, modifications or additions to this MoU, nor any wavier of any of the terms hereof, shall be valid unless made in writing and signed by the authorized representative of the respective parties.
- 9.3. This MoU shall in no way become hindrance for carrying out any activities not stated in the agreement by the parties in pursuance of their respective constitutions.

9.4. ARAI will enter into a separate agreement individually with each of COEP/CCEW/SPPU to take care of other terms and conditions due to any mutual deviations/variatioins at each institute, as and when need arises.

**10. Notice:**

Any notice, consent or other communication authorized or signed by authorized representative required to be given here under shall be deemed to be given (i) upon receipt if delivered by hand, if sent by overnight courier, Fax, or Email, and (ii) upon receipt of a registered mail airmail confirmation if sent through each party's national postal service and all notices shall be sent to the respective address of the parties as set forth below their signatures on the signature page of this MoU or at such other address as either party may notify to the other for use in the future.

**11. Force Majeure:**

Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as but not limited to the acts of God, war, flood, earthquake, strikes, lockouts, epidemics, riots, civil commotion, scarcity, of water, electricity or such other basic facilities etc. provided on the occurrence and cessation of any such event the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future courses of action.

**12. No Liability:**

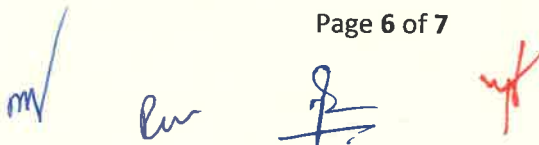
Neither party shall be liable to the other for any damages, whether direct indirect, incidental, consequential or special damages arising out of the performance or non-performance of the terms hereunder except for the breach of confidentiality and intellectual Property. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability, for any and all direct damages whether in contract, tort (including negligence) of either party, regardless of the form of claim shall not exceed fees actually received by that party under academic year in which the claim arose.

**13. Indemnification:**

To the fullest extent permitted by law, each party shall defend, indemnify and hold harmless the other party, including Affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all Claims of Third parties, and all associated Losses, to the extent arising out of (a) a party's gross negligence or willful misconduct in performing any of its obligations under this MoU, or (b) a material breach by a party of any of its representations, warranties, covenants or agreements under this MoU, or (c) due to infringement of Intellectual Property Rights in regard to their respective scope.

**14. Relationship:**

This MoU is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth herein. Nothing in this MoU shall be construed to grant either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of the other party. At all times contemplated herein, each party shall remain independent entities, each responsible for its own employees. Each party assumes no responsibility to the other party



for costs, expenses, risks, and liabilities arising from the efforts of the other party except as stated in this MoU.



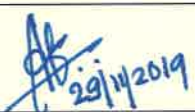



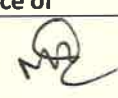

**15. Jurisdiction & Arbitration:**

This MoU shall be construed, interpreted and governed by the laws of Republic of India. Any dispute or difference arising out of or in connection with this MoU shall be settled by the parties by mutual negotiations. Any unsettled dispute or differences shall be referred to the arbitration of a sole arbitrator, who shall be jointly appointed by the parties. The provisions of the arbitration and Conciliation Act 1996 shall regulate the arbitration and the venue of the arbitration shall be Pune, India. The language of arbitration shall be English.

**16. Assignment:**

This MoU is personal to the parties hereto and may not be signed in whole or in the part by either party without the written consent of the other party.

In witness whereof the parties have caused this MoU to be signed by their duly authorized representatives, **Signed this day the 29<sup>th</sup> November 2019.**

<b>For and on behalf of</b>	<b>For and on behalf of</b>
<b>Savitribai Phule Pune University, Pune</b>	<b>The Automotive Research Association of India, Pune</b>
	
Dr. N. R. Karmalkar, Vice Chancellor, Savitribai Phule Pune University, Pune, Ganeshkhind Road, Pune - 411 007 Tel: +91-20- 25693868	Mr. R. H. Urdhwaresh, Director-ARAI The Automotive Research Association of India, Survey No. 102, Vetal Hill, Off Paud Road, Kothrud, Pune- 411038 Tel: +91-20-30231100 Email: director@araiindia.com
<b>In presence of</b>	<b>In presence of</b>
 29/11/2019	
Dr. A. S. Abhyankar, Head-Dept. of Technology	Dr. K. C. Vora, Head- ARAI Academy
<b>For and on behalf of</b>	<b>For and on behalf of</b>
<b>College of Engineering, Pune</b>	<b>Cummins College of Engineering for Women, Pune</b>
	
Dr. Dr. B. B. Ahuja, Director, College of Engineering, Pune Wellesley Road, Shivaji Nagar, College of Engineering, Pune-411005. Tel: +91-20-25507001 Email: director@coep.ac.in	Dr. Mrs. M. B. Khambete, Principal - CCOEW MKSSS's Cummins College of Engineering for Women, Pune (An Autonomous Institute affiliated to Savitribai Phule Pune University) Karve Nagar, Pune, Maharashtra 411052 Tel: +91-20-25311000
<b>In presence of</b>	<b>In presence of</b>
	
Dr. M. R. Nandgaonkar, Head-Dept. of Mechanical Engg.	Dr. A. A. Bhosale, Head- Dept. of Mechanical Engg.

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