



महाराष्ट्र MAHARASHTRA

2022

BW 393497

ज्या कारणामुळे त्यांनी मुद्रांक भरता कला त्यांना त्याच कारणासाठी मुद्रांक

बरेदी केल्यापासून व सर्वोच्चत वापरणे बंधनकारक आहे

मुद्रांक विक्री नोंद वही अनु. क्रमांक : 2965 दि. 09/5/23

इस्त्याचा प्रकार : M.O.U

इस्त नोंदणी करणार आहे का ? होय/नाही

मिळकतीचे अर्थ

मुद्रांक विक्रीत घेण्यासाठी नांव Magna Automotive Private Ltd.

पत्ता

Om Chambers Baley's House Bhasa

दुसऱ्या पक्षाचे नाव

MKSS'S Cummins College of Eng. Pune, 2<sup>nd</sup> Pune.

मुद्रांक शुल्क रक्कम

500/- Anand S. Bhasale

असल्यास त्याचे नाव व पत्ता व सही

*[Signature]*

व्यक्ति व्हेंडर

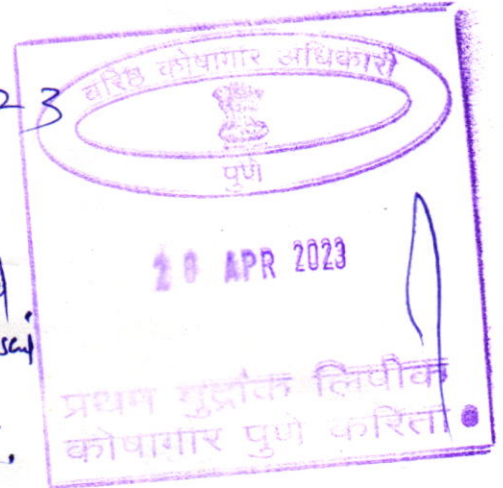
श्री. ग्याली प्र. भुषकर

पते, महाराष्ट्र, विपरी, पुणे-411016

(ता. 2201061)

पिन 411016

*[Signature]*



BETWEEN  
MKSS'S Cummins College of Engineering for  
Women, Pune  
AND  
Magna Seating  
(A division of Magna Automotive India Private Limited)

This Memorandum of Understanding (MoU) is made on 10<sup>th</sup> day of May Month, 2023

By and between

Cummins College of Engineering for Women, Pune, an Institute of national heritage and importance having its establishment at Pune, Dist. Pune, Maharashtra, INDIA hereinafter referred to as "CCOE" which expression, shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the ONE PART;

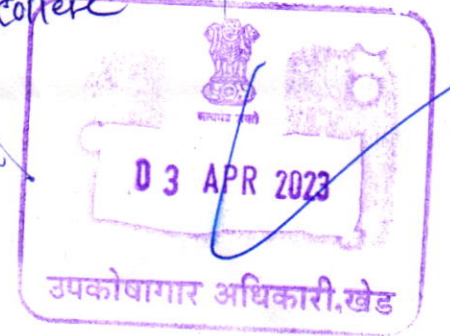


महाराष्ट्र MAHARASHTRA

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अनुक्रमांक... 1C दिनांक... 03/08/2023 मूल्य... 900 Magna Automotive (P) Ltd  
मुद्रांक वापरचे कारण... (P100) ~~...~~ 2nd name cum mis collect  
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पत्ता :- राधाकृष्ण राव फाउण्डेशन राधाकृष्ण राव फाउण्डेशन  
हस्त :- ~~...~~ पत्ता :-  
CAN, पुणे



*[Signature]*  
सही मुद्रांक धारक/हस्त व्यक्ती

*[Signature]*  
श्री. संदीप सगाजी वाळुंज  
मुद्रांक विक्रेता, परवाना क्र.: 2222024  
पत्ता:- राजगुरूनगर, ता. खेड, जि. पुणे.  
परवाना मुदत:- 31 मार्च 2024

AND

Magna Seating Engineering, (A Division of Magna Automotive India Private Limited) a Company registered under the provisions of Companies Act, 1956, having its registered office at Plot # A-12, MIDC Talegaon, Navlakh Umbare, Maval, District Pune - 410507, Maharashtra, India and Divisional Office at Om Chambers" 701, T-29/31, Bhosari Industrial Estate, Bhosari, Pune-411026 India (hereinafter referred to as "Magna" or "Company" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the OTHER PART

Hereinafter, "CCOE" and "MAGNA" shall be individually referred to as "Party" and collectively as "Parties"

#### WHEREAS

- (a) CCOE is an autonomous institute of Government of Maharashtra to provide instruction and research in various branches of engineering and technology for the advancement of learning and dissemination of knowledge in such branches. It is a top-tier Institute in India that boasts culture of academic excellence, scientific breakthroughs, and high-tech innovation. As CCOE works diligently to realize its mission of providing the best learning, teaching and research opportunities to students and academicians alike, it continues to support students with the basics of modern knowledge and high values. The hallmark of CCOE education is its strong and widespread alumni network, support of the industry and the camaraderie that the institute shares with several universities.
- (b) Magna is engaged in the business of designing, Engineering, manufacturing of the Automotive Parts.
- (c) CCOE & Magna believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with opportunities to enhance the quality of educational experience for faculty and students of CCOE.
- (d) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Internship, Placement, Industrial Visit, Expert Lectures, collaborative research projects, consultancy work among others or as

of Skill Based Training, Education, Internship, Placement, Industrial Visit, Expert Lectures, collaborative research projects, consultancy work among others or as mutually agreed.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS

## **1. OBJECTIVES OF THE MOU**

The objective of this Memorandum of Understanding is:

- (a) to promote interaction between CCOE and Magna in mutually beneficial areas.
- (b) to provide a formal basis for initiating interaction between CCOE and Magna.

## **2. PROPOSED MODES OF COLLABORATION**

CCOE and Magna propose to collaborate through one or more of the following:

- (a) Summer Internship to UG/PG Students.
- (b) Sponsoring including funding student projects for UG/PG/PhD programs.
- (c) Industrial visits of UG/PG students.
- (d) Professional consultancy by the faculty to industry.
- (e) Industrial testing by faculty & technicians at site or in labs of CCOE.
- (f) Joint research programmers undertaken by faculty and industry personnel.
- (g) Visits of faculty to industry for study and discussions or delivering guest lectures on subjects of mutual interest.
- (h) Visits of industry people to the Institute for seeing research work and laboratories, discussions and delivering lectures on industrial practices and trends, sabbatical, and co-teaching.
- (i) Workshops, conferences and symposia with joint participation of the faculty and the industries.

- (j) Representation of industry experts on the Governing Body and Academic Council of the institute and Advisory Boards of all the departments. Enabling active participation of the industry experts in the development of the institute on academic, financial and administrative front.
- (k) Short-term assignments students in industries.
- (l) Professorial Chairs sponsored by industries at the Institute.
- (m) R&D Laboratories sponsored by industries at the Institute.
- (n) Training / Education of Magna personnel through Continuing Education Programmes conducted by CCOE in areas of interest to Magna.
- (o) Training / Education including practical exposure, of CCOE faculty, through Faculty Education Programs conducted by Magna in areas of interest to CCOE and Magna.
- (p) Any other appropriate mode of interaction mutually agreed upon between CCOE and Magna

### **3. CONFIDENTIALITY**

- (a) The term "Confidential information" shall mean any information disclosed by one party ("Discloser") to the other ("Receiver"), pursuant to this MoU or otherwise, which is in written, graphic, machine readable or other tangible form and is marked as "Confidential" or 'Proprietary' or in some other manner to indicate its confidential nature. Confidential information may also include oral information disclosed by one party to the other, pursuant to this MoU, provided that such information is designated as Confidential at the time of disclosure and reduce to a written summary by the disclosing party, within 30 days after its oral disclosure, which is marked in a manner to indicate its confidential nature and delivered to the receiving party.
- (b) For the term of this MoU, each party, shall treat as confidential all confidential information of the other party, shall not use such confidential information except as expressly set forth herein or otherwise authorized in writing, shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication,

misuse or removal of the other parties confidential information and shall not disclose such confidential information to any third party except as may be necessary and required in connection with the rights and obligations of such party under this MOU. Without limiting the foregoing, each of the parties shall use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of confidential information disclosed to it by other party under this MoU.

**(c) Confidential information shall not include the information which:**

- i. was generally known and available at the time it was disclosed or becomes generally known and available through no fault of the receiver, was known to the recipient of such information, without restriction, at the time of disclosure as shown by the files of the recipient in existence at the time of disclosure.
- ii. is disclosed with the prior written approval of the disclosure.
- iii. was independently developed by the receiver without any use of the confidential information, and by employees and other agents of the receiver who have not been exposed to the confidential information, provided that the receiver can demonstrate such independent development by documented evidence prepared contemporaneously with such independent development.
- iv. becomes known to the receiver, without restriction, from a source other than the discloser without breach of this MoU. by the receiver and otherwise, not in violation of the discloser's rights.
- v. In addition, each party shall be entitled to disclose the other parties confidential information to the extent such disclosure is requested by the order or requirement of a Court, administrative agency, or other governmental body, provided that the party required to make the disclosure shall provide prompt and advance notice thereof, to enable the other party to seek a protective order or otherwise prevent such disclosure.
- vi. The parties shall, upon expiration of this MOU, promptly deliver to each other, all material in its or in its employees' possession or control containing such confidential information.
- vii. The provisions of this Clause shall survive the expiration or termination of this MOU for a period of five years.

#### **4. Research projects**

The Parties agree for participation in research and development projects of mutual interest, which are both of high priority for industry and higher academic value. Unless otherwise agreed upon between the Parties the cost and expenses incurred in conducting the research and development activities shall be solely borne by Magna and this will be mutually decided on case- to- case basis as an amendment to this MoU.

#### **5. INDEMNITY**

- (i) In case of breach of the obligations by the Receiving Party, the Receiving Party hereby unconditionally and irrevocably agrees, to fully indemnify the Disclosing Party from any and all losses, costs, claims including customer/third party claims, charges, actions, proceedings, liabilities and damages, including but not limited to, interest, penalties with respect thereto including reasonable attorneys' fees (collectively, "Losses"), which the Disclosing Party may incur as a result of a breach of the confidentiality obligations by the Receiving Party as set forth herein.

For this purpose, the Party disclosing its confidential/proprietary information shall be termed as "Disclosing Party" and the Party receiving such confidential/proprietary information of the other, shall be termed as "Receiving Party".

- (ii) CCOE shall indemnify and always keep Magna indemnified, without any agreed limitations, for all liabilities, damages, costs, or expenses incurred by Magna for breach of any of its obligations under this contract.

#### **6. INJUNCTIVE RELIEF**

The Parties acknowledges that any violation of this section will cause irreparable harm and injury to the Disclosing Party for which monetary damages would be inadequate. Accordingly, the Disclosing Party, will be entitled, in addition to any other rights and remedies it may have at law or in equity, to seek an injunctive or other equitable relief for restraining the Receiving Party from doing or continuing to do any such act and any other violations or threatened violations of this MoU.

## **7. TERM AND TERMINATION**

- (a) This MoU shall take effect from June 1, 2023 and shall be valid for a period of Five (05) years from the date and each party shall be at full liberty to terminate the collaboration, with a notice period of 3 months but without dishonoring any commitment entered into prior to the date of termination notice.
- (b) Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and intellectual property rights.

## **8. COMPLIANCES WITH MAGNA'S CODE OF CONDUCT AND APPLICABLE LAWS**

- (i) CCOE shall perform its obligations under this Agreement in compliance with (i) the Corporate Compliance Program of Magna International Inc. ("Magna"), its policies and procedures including, without limitation, the Magna Code of Conduct and Ethics, the Magna Policy on Gifts & Entertainment, the Magna Policy on Bribery & Improper Payments, and the Magna Policy on Sanctions and Trade Embargoes, and (ii) all applicable federal, provincial, state and local laws, rules, codes, standards and regulations, including but not limited to the United States Foreign Corrupt Practices Act, the Canadian Corruption of Foreign Public Officials Act, the Arms Export Control Act, the International Traffic in Arms Regulations, the Export Administration Act and the Export Administration Regulations, including the requirement for obtaining any export license or agreement, if applicable ((i) and (ii) collectively, the "Laws"). CCOE shall furnish Magna with certificates of compliance, where required under such Laws or when requested by Magna. CCOE will participate in or respond to, at CCOE's expense, any audit, investigation, inquiry, certification or screening process reasonably requested by Magna or its designee to verify CCOE's compliance with this MOU.
- (ii) CCOE represents that: (i) neither it nor any of its subcontractors or suppliers will either engage in or permit substandard working conditions in the provision of the Services, (ii) child labor or underage labor, as defined by the Laws, will not be utilized, (iii) it will not allow any form of forced or compulsory labor, (iv) workers, without fear of reprisal, intimidation or harassment, shall have the right to associate freely and join labor unions and workers' councils or to otherwise refrain from joining such organizations as they so choose, in accordance with the Laws, (v) workers shall be protected against any form of harassment and discrimination in any form, including but not limited to gender, age, religion, disability and political beliefs, (vi) workers shall have a safe and healthy workplace that meets or exceeds all applicable standards for occupational health and safety, (vii) workers shall be compensated with wages and benefits that comply with the Laws, including minimum wages, overtime hours and legally mandated benefits and (viii) working hours shall comply with all applicable laws regulating hours of work.
- (iii) CCOE shall indemnify and hold Magna, its subsidiaries and affiliates, their respective successors, assigns, representatives, employees and agents, and



Magna's customers harmless from and against all liabilities, claims, demands, losses, costs, damages and expenses of any kind and nature (including personal injury, property damage, consequential and special damages) arising from or as a result of CCOE's failure to comply with the Magna Policies, Code of Conduct and applicable laws.

- (iv) Notwithstanding any other provision in this agreement, Magna may terminate this Agreement immediately, in whole or in part, if it determines, in its sole discretion, that CCOE has breached any of the Laws or other obligation set forth in Section (i) hereof. CCOE shall be liable for all costs, damages and expenses caused by or resulting from any such default.
- (v) CCOE confirms that this Agreement clearly and accurately defines the scope of the Services it shall provide, including its expected interactions with any Government Official.
- (vi) CCOE shall provide Magna with access to all information for the purpose of conducting detailed audits of CCOE's compliance with Section (i) and of any interaction undertaken by CCOE with any Government Official in connection with the services.
- (vii) CCOE shall ensure the implementation of various provisions of all applicable statutes including but not limited to:

The Minimum Wages Act, 1948

The Payment of Wages Act, 1936

The Payment of Bonus Act, 1965

The Employees Provident Fund and Miscellaneous Provisions Act, 1952

The Employees State Insurance Act, 1948

Any liability arising out of non-compliance of the provisions of any of the above statutes shall be entirely borne by CCOE. CCOE shall abide by the laws and regulations that may come into force from time to time in respect of providing the services. It is agreed and understood by the parties that, for all-purpose and in any particular law for the purpose of the employees of the CCOE, CCOE will be solely and fully responsible for the liabilities.

## **9. INTELLECTUAL PROPERTY**

- (a) Notwithstanding anything contained to the contrary, the entire rights, title and interest in any intellectual property including but not limited to patent and publications emerging out of the collaborative program to be carried out under this MoU("IP"), shall devolve upon Magna and Magna shall have the exclusive rights to the IP emerging out of the collaborative program.
- (b) The exclusive right of business and product development out of the resulting patentable work or invention will remain with Magna.

## **10. NON-EXCLUSIVITY**

The relationship of the parties under this MOU shall be non-exclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on the subject.

## **11. AMENDMENT TO MOU**

No amendment to this MoU shall be valid unless the same is made in writing jointly by the parties hereto or their authorized representatives and specifically stating the same to be an amendment to this MoU.

## **12. FORCE MAJEURE:**

A Party shall not be deemed to be in default of this MOU, nor shall it hold the other Party responsible for, any cessation, interruption or delay in the performance of its obligations (excluding payment obligations) if the same is due to or results from a force majeure event such as earthquake, flood, fire, storm, epidemic, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of the Party, provided that the Party relying upon this provision:

- gives prompt written notice thereof, and
- takes all steps reasonably necessary to mitigate the effects of the force majeure event.

If a force majeure event extends for a period in excess of 30 days in the aggregate, either Party may immediately terminate this MOU upon written notice to the other.

## **13. NOTICE:**

Any notice or other communication required or permitted to be given between the Parties shall be in writing and duly addressed as follows (or to such other address as may have been notified in writing):

If to the COMPANY:

Kind Attention: Mr. Shriram Pathak

Address:

Om Chambers 701, T-29/31, Bhosari Industrial Estate, Bhosari, Pune – 411026

If to CCOE:

Kind Attention:

Dr. Madhuri Khambete

Principal CCOE - Pune

Address: Karve Nagar, Pune-411 052

#### **14. DATA PROTECTION**

- a. Both Parties hereby agree to comply with applicable Data Protection Laws in performing their obligations under this Agreement and shall ensure their end users in supply chain having direct or indirect access to such data (including end users based within or outside India) use the data only for the purposes of the Agreement and at all times in compliance with the applicable Data Protection Laws.
- b. For the purposes of the Agreement and this Authorization, "Data Protection Laws" means all applicable statutes, laws, secondary legislation, regulations and common law duties pertaining to privacy, confidentiality and/or the protection of Personal Data or corporate data in India including, without limitation, Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 (India) and Information Technology Act, 2000 (IT Act, 2000).

#### **15. RELATIONSHIP**

Nothing in this MoU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

#### **16. ASSIGNMENT**

It is understood by the Parties herein this MoU is based on the professional competence and expertise of each party and hence neither Party shall not transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

## **17. COSTS OF THE MOU**

Each Party shall bear the respective costs of carrying out the obligations under this MoU.

## **18. GENERAL**

(a) Both parties will designate a representative from its side who will be the primary

point of contact on behalf of that party.

Both parties shall not use the name of the other in any advertisement or make any public announcement without the prior written approval of the other.

## **19. SIGNED IN DUPLICATES**

This MoU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

## **20. ENTIRE MOU**

This Agreement contains the entire MOU and understanding of the Parties with respect to the subject matter and supersedes all prior understandings and representations between the Parties with respect to the matters contained in this Agreement.

## **21. ARBITRATION**

Any dispute / difference arising out of or relating to this MOU including interpretation of its terms will be resolved through joint discussions of the concerned parties. However, if disputes are not resolved by joint discussions, then the matter will be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996. For the said purpose, the sole arbitrator shall be appointed jointly by Parties and the arbitration shall be conducted in English language and the place of Arbitration shall be Pune, Maharashtra, India.

## **22. GOVERNING LAW AND JURISDICTION**

The MOU shall be construed and interpreted in accordance with and be governed by the laws of India.

All disputes, differences, claims and questions between the Parties hereto arising out

of this MOU that cannot be resolved by Arbitration, shall be subjected to the exclusive jurisdiction of the courts in Pune, Maharashtra, India.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of  
CCOE & Address

By :

Name : Madhuri Khambete  
Title : Principal, CCOE, Pune

Date :

Witness

1. Amit Rajurkar  
- Tsp Officer

2. \_\_\_\_\_

On behalf of  
Magna Seating and address>

By :

Name : Mr. Shriram Pathak  
Title : Director of Engineering and General  
Manager

Date :

Witness

1. Kalpesh Sharma (Senior Manager – HR, Admin & IT)

2. Sunil Bhondve (Deputy Manager – HR & Administration)